

Contract Provisions

For Construction of:

SAMMAMISH – WSDOT – KING COUNTY ITS IMPROVEMENT PROJECT (PHASE 1A)

Federal Aid No. CM-9917(029)

CITY OF SAMMAMISH
PUBLIC WORKS DEPARTMENT
801 228TH AVENUE SE
SAMMAMISH, WA 98075



CONTRACT PROVISIONS
for
**Sammamish - WSDOT - King County ITS
Improvement Project (Phase 1A)**

City of Sammamish
King County, Washington
Public Works Department
801 228th Avenue SE
Sammamish, WA 98075
(425) 295-0500
FAX (425) 295-0600

Approved for Construction:



Andrew Zagars, P.E. 2/10/2020
City Engineer** Date





Isabel Diaz, P.E. 2/10/20
Project Manager Date

Eric Shimizu, P.E.
Design Engineer

****Pursuant to Chapter 6, Section 6.2 of the 2016 Public Works Standards, the signature of the City Engineer on these Contract Provisions shall serve as written approval for all variations to the Public Works Standards contained within this project.**

Federal Aid No. CM-9917(029)

TABLE OF CONTENTS

PART 1 PROPOSAL INTRODUCTION

NOTICE TO CONTRACTORS	1-1
BIDDER’S CHECKLIST	1-3

PART 2 PROPOSAL

LOCAL AGENCY CERTIFICATION FOR FEDERAL AID CONTRACTS	2-1
PROPOSAL	2-2
PROPOSAL – SIGNATURE PAGE	2-4
SCHEDULE OF PRICES.....	2-5
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA.....	2-7
PROPOSAL BOND.....	2-8
NON-COLLUSION DECLARATION.....	2-9
CONTRACTOR CERTIFICATION – WAGE LAW COMPLIANCE.....	2-10
STATEMENT OF BIDDER’S QUALIFICATIONS	2-11
RESPONSIBLE BIDDER CRITERIA.....	2-13
UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION	2-14
UNDERUTILIZED DISADVANTAGED BUSINESS ENTERPRISE (UDBE) WRITTEN CONFIRMATION DOCUMENT	2-17
SUBCONTRACTOR’S LIST.....	2-18

PART 3 CONTRACT DOCUMENT FORMS

LOCAL AGENCY CONTRACT	3-1
PERFORMANCE BOND	3-3
PAYMENT BOND	3-4
STATEMENT OF INTENT TO PAY PREVAILING WAGES.....	3-5

PART 4 SPECIAL PROVISIONS

APPENDIX A Prevailing Wage Rates

APPENDIX B Federal Aid Provisions FHWA 1273

APPENDIX C WSDOT Approved Traffic Control Plans

APPENDIX D Rhythm InSync ASC Quote (Reference Only)

PART 1 PROPOSAL INTRODUCTION

NOTICE TO CONTRACTORS

CITY OF SAMMAMISH SAMMAMISH – WSDOT – KING COUNTY ITS IMPROVEMENT PROJECT (PHASE 1A)

Sealed proposals will be received by the City Clerk up to 2:00 p.m. (local time) on Thursday, March 12, 2020 for furnishing the necessary labor, materials, equipment, tools, and guarantees thereof to construct the *Sammamish – WSDOT – King County ITS Improvement Project (Phase 1A)*. Bids received after the time and date listed above will not be considered.

Sealed proposals should be addressed to the following:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Attn: City Clerk

This work provides improvements along 228th Ave NE-Sahalee Way NE and SR 202 with installation of fiber optic communications network and Adaptive Signal Control Technology (ASCT), all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

The work shall be completed within fifty [50] working days after the commencement date stated in the Notice to Proceed. All bidding and construction shall be performed in compliance with the Contract Documents for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Sammamish, Washington.

At the time and date stated above, the proposals will be publicly opened and read aloud. Proposals are to be submitted only on the form provided with the Specifications. All Proposals must be accompanied by a certified check, cashiers check, money order, or bid bond payable to the "City of Sammamish" of value not less than five percent (5%) of the total amount bid.

Plans, Specifications, addenda, Bidders list, and plan holders list for this Project are available through the City of Sammamish's on-line plan room at <http://bxwa.com>. Click on "Posted Projects"; "Public Works", "City of Sammamish", and "Projects Bidding". Bidders are required to register in order to receive automatic e-mail notification of future addenda and to be placed on the Bidders List. Contact Builders Exchange of Washington at 425-258-1303 should you require assistance.

The City of Sammamish in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be

afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Financing for this Project will be provided by the City of Sammamish. The City of Sammamish expressly reserves the right to reject any or all bids and to waive minor irregularities or informalities and to further make award of the Project to the lowest responsive, responsible bidder as it best serves the interest of the City.

Melonie Anderson
City Clerk

Dates of Publication: Daily Journal of Commerce:	Thursday February 13, 2020 Thursday February 20, 2020 Thursday February 27, 2020
Seattle Times:	Thursday February 13, 2020 Thursday February 20, 2020 Thursday February 27, 2020

BIDDER'S CHECKLIST

1. REQUIRED FORMS

The Bidder shall submit the following forms as part of the proposal. The forms must be executed in full and submitted with the Proposal.

- _____ **Certification for Federal Aid Contracts (WSDOT 272-040A)**
- _____ **Proposal**
- _____ **Proposal – Signature Page (WSDOT 272-036K)**
- _____ **Schedule of Prices**
- _____ **Acknowledgement of Receipt of Addenda**
- _____ **Proposal Bond (WSDOT 272-001A) – To be executed by the surety company unless proposal is accompanied by a certified check**
- _____ **Non-Collusion Declaration (WSDOT 272-036I)**
- _____ **Contractor Certification – Wage Law Compliance (WSDOT 272-009)**
- _____ **Statement of Bidder's Qualifications**
- _____ **Responsible Bidder Criteria**
- _____ **UDBE Utilization Certification (WSDOT 272-056U)**
- _____ **UDBE Written Confirmation Document (WSDOT 422-031U)**
- _____ **Subcontractor's List (WSDOT 271-015A)**

2. AGREEMENT FORMS

The following forms and Certificates of Insurance are to be executed by the successful Bidder and their surety company and are to be provided after the Contract is awarded and prior to Notice to Proceed.

- a. Local Agency Contract

- b. Performance Bond (WSDOT 272-002A)
- c. Payment Bond (WSDOT 272-003A)
- d. Statement of Intent to Pay Prevailing Wages (L&I F700-029-000)
- e. Certificate of Insurance
- f. Certificate of Builder's Risk "All Risk" Insurance

PART 2 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

PROPOSAL – Continued

Print Contractor Name

PROPOSAL

Honorable Mayor and Council
City of Sammamish
801 228th Avenue NE
Sammamish, WA 98075

This work provides for construction of *Sammamish - WSDOT - King County ITS Improvement Project (Phase 1A)* by installation of fiber optic communications network, video detection systems and ASCT system for traffic signals and other work signals and other work, all in accordance with the Contract Plans, Contract Provisions, and the Standard Specifications.

All bidding and construction shall be performed in compliance with the Notice to Contractors, Bid Proposal, Plans, Specifications, and Contract for this project and any addenda issued thereto which are on file at the office of the City Clerk, City Hall, City of Sammamish, Washington.

It is understood herein that after the date and hour set for the opening of bids, no Bidder may withdraw its Proposal, unless the award of the Contract is delayed for a period exceeding forty (40) consecutive calendar days.

The undersigned has examined the site(s), local conditions, Addenda, Contract Provisions, Plans, and all applicable laws and ordinances covering the Work contemplated. In accordance with the terms, provisions, and requirements of the foregoing, all of their respective terms and conditions are incorporated herein by this reference and the following unit and lump sum prices are tendered as an offer to perform the Work and furnish the equipment, materials, appurtenances, and guarantees, complete in place, in good working order.

The undersigned freely states that it is familiar with the provisions of the competitive bidding statutes of the State of Washington, and specifically the provisions of RCW Chapter 9.18, and certifies that with respect to this Proposal, there has been no collusion or understanding with any other person, persons, or corporation, to prevent or eliminate full and unrestricted competition among Bidders on this Project.

The undersigned agrees that in the event of contract award, it shall employ only Contractor and Subcontractors duly licensed by the State of Washington.

The undersigned agrees that the Owner reserves the right to reject any or all bids and to waive any minor informalities.

PROPOSAL – Continued

Print Contractor Name

The undersigned hereby agrees that the Owner reserves the right to award the contract to the lowest responsible, responsive bidder whose Proposal is in the best interest of the Owner. The Owner will determine at the time of award of the Project which additives, if any, will be included in the Contract.

The undersigned agrees that the Owner is authorized to obtain reports from all references included herein.

I, the undersigned, 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 this project's bid solicitation date.

Very Truly Yours,

Print Company Name

By (Print Name)

By (Signature)

Title

Date

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 contained herein.

A proposal 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 State Treasurer
- Proposal Bond In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) _____, _____ & _____

Signature of Authorized Official(s)

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 _____ 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

Print Contractor Name

SCHEDULE OF PRICES

NOTE:

- Unit prices for all items, all extensions, and the total amount bid must be shown.
- The project must be in its entirety, including all bid items and any bid additive bid items as specifically listed in the Proposal, in order to be considered a responsive bid.
- Where conflict occurs between the unit price and the total amount named for any item the unit price shall prevail, and totals shall be corrected to conform thereto.
- All entries must be typed or printed and entered in ink. Award of the Contract shall be based on the lowest, responsive bid.

(Standard Specifications and Special Provision references shown are provided for information only to assist bidders in the preparation of their proposal. Bidders shall not rely on this information and must thoroughly examine the contract requirements during the preparation of their proposal.)

Schedule A: Sammamish Corridor

BID #	Section No	ITEM DESCRIPTION	UNIT	UNIT COST	QTY	TOTAL
1	1-04.4(1)	MINOR CHANGE	EST	<u>\$ 24,000.00</u>	1	<u>\$ 24,000.00</u>
2	1-05	RECORD DRAWINGS	LS		1	
3	1-07.15	SPCC PLAN	LS		1	
4	1-09.7	MOBILIZATION	LS		1	
5	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS		1	
6	8-01.0	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS		1	
7	8-02	LANDSCAPE RESTORATION	LS		1	
8	8-20	COMMUNICATION INFRASTRUCTURE	LS		1	
9	8-20	COMMUNICATION CABLES AND INTERFACES	LS		1	
10	8-20	ADAPTIVE SIGNAL CONTROL TECHNOLOGY (ASCT) EQUIPMENT	LS		1	

Schedule B: SR 202 Corridor (WSDOT Right-of-Way)

BID #	Section No	ITEM DESCRIPTION	UNIT	UNIT COST	QTY	TOTAL
11	1-04.4(1)	MINOR CHANGE	EST	<u>\$ 24,000.00</u>	1	\$ <u>24,000.00</u>
12	1-05	RECORD DRAWINGS	LS		1	
13	1-07.15	SPCC PLAN	LS		1	
14	1-09.7	MOBILIZATION	LS		1	
15	1-10	PROJECT TEMPORARY TRAFFIC CONTROL	LS		1	
16	8-01.0	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS		1	
17	8-02	LANDSCAPE RESTORATION	LS		1	
18	8-20	COMMUNICATION INFRASTRUCTURE	LS		1	
19	8-20	COMMUNICATION CABLES AND INTERFACES	LS		1	

TOTAL CONSTRUCTION COST \$ ___

**Note: Contractor is advised to be familiar with Washington State Revenue Rule 171 as no separate, distinct sales tax monies will be reimbursed to the Contractor. See Special Provisions 1-07.2(1).*

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

By signing below, Bidder acknowledges receipt and understanding of the following Addenda to the Contract Documents:

Addendum No.	Date of Receipt	Signature
1		
2		
3		
4		
5		
6		

NOTE:

Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and the City reserves the right to determine whether the Bid will be disqualified.

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 _____, 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:

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 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)

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. The at 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

_____ **Print Contractor Name**

STATEMENT OF BIDDER’S QUALIFICATIONS

Name of Firm: _____

Address: _____

Telephone No. _____

Contact Person for this Project: _____

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

Gross dollar amount of work currently under contract: _____

Gross dollar amount of contracts currently not completed: _____

General character of work performed by the firm: _____

List all of the projects over one hundred thousand dollars total of a similar nature which have been completed by the Contractor within the last five (5) years and the gross dollar amount of each project, together with the Owner’s name and phone number, and the Engineer’s name.

Project Name	Amount	Owner	Phone	Engineer’s Name

PROPOSAL – Continued

_____ **Print Contractor Name**

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:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Bank Reference: _____

How many general superintendents or other responsible employees in a supervisory position do you have at this time, and how long have they been with the firm?

Identify who will be the general superintendent or project superintendent on this Project and list the number of years with the firm.

Have you changed bonding company within the last three (3) years? _____

If so, why? _____

Have you ever been sued or engaged in arbitration by the Owner or have you ever sued or demanded arbitration from an Owner on any public works contract for a special utility district, private utility company, municipality, county or state government? _____ For what reason? _____

Disposition of case, if settled: _____

Do you have any outstanding payments due to the Department of Revenue? _____

If yes, explain: _____

Bidder agrees that the Owner shall retain the right to obtain any and all credit reports.

Yes: _____ No _____

PROPOSAL – Continued

Print Contractor Name

RESPONSIBLE BIDDER CRITERIA

In accordance with RCW 39.04, before award of a Public Works Contract, a Bidder must meet the following responsibility criteria to be considered a responsible Bidder and qualified to be awarded a Public Works Project. The Bidder must:

1. At the time of Bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW
2. Have a current state unified business identifier (UBI) number
3. If applicable, have industrial insurance coverage for the Bidder’s employees working Washington as required in Title 51 RCW
4. If applicable, have an employment security department number as required in Title 50 RCW
5. If applicable, have a state excise tax registration number as required in Title 82 RCW
6. Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3)
7. As of July 1, 2019, according to RCW 39.04.350 awarding agencies must verify that a bidder has received training on prevailing wage and public works requirement – or that the bidder is exempt.

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors, Verification shall include that each Subcontractor, at the time of Subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must include every Public Works Contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet “Responsible Bidder” requirements. Failure to provide this information may disqualify your Bid as being “**Non-Responsive**”. *If your business is not required to have one of the following numbers, provide an explanation.*

1. State of Washington Contractor Registration No. __
2. State of Washington Unified Business Identifier No. _____
3. Employment Security Department No. _____
4. State Excise Tax Registration No. __
5. Is the payment of Worker’s Compensation (Industrial Insurance) Premiums current? If your business does not have a Worker’s Comp account with the WA State Dept. of Labor & Industry please explain why.
 Yes
 No (If No, you are not eligible to bid on this project
 No Account – Explain why: _____
6. Are you disqualified from Bidding on Public Works Projects in the State of Washington?
 Yes (If Yes, you are not eligible to Bid on this Project)
 No

Instructions for Underutilized 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 Underutilized Disadvantaged Business Enterprise (UDBE). UDBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System web page <https://wsdot.diversitycompliance.com> Repeat the name of the UDBE for each Project Role that will be performed.

Column 2: The Project Role that the UDBE 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 UDBE individually on a separate row(s). 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 the work to be performed by the UDBE. The work to be performed must be consistent with the Certified Business Description of the UDBE 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 UDBE 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 UDBE 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 UDBE 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 UDBE 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 UDBE 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.



**Underutilized Disadvantaged Business
Enterprise (UDBE) Written
Confirmation Document**

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

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

UDBE's Business Name: _____

Description of UDBE's Work: _____

Dollar Amount to be Applied Towards UDBE Goal: _____

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

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

As an authorized representative of the Underutilized 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: _____

Local Agency Name
Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

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

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

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

Subcontractor Name _____
 Work to be Performed _____

Subcontractor Name _____
 Work to be Performed _____

Subcontractor Name _____
 Work to be Performed _____

Subcontractor Name _____
 Work to be Performed _____

Subcontractor Name _____
 Work to be Performed _____

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

PART 3 CONTRACT DOCUMENT FORMS

Local Agency Contract

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, between the CITY OF SAMMAMISH, and _____ under and by virtue of Title 47 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 agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

SAMMAMISH – WSDOT – KING COUNTY ITS IMPROVEMENTS (PHASE 1A)

for the construction of improvements along 228th Ave NE – Sahalee Way NE and SR 202 with installation of a fiber optic communications network and Adaptive Signal Control Technology (ASCT), all in accordance with and as described in the attached plans and specifications, and the standard specifications of the which are by this reference incorporated herein and made part hereof, and as directed 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 the City of Sammamish.

II. The City of Sammamish 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 Sammamish 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 the City Manager has caused this instrument to be executed by and in the name of the City of Sammamish the day and year first above written.

Date executed by the Contractor _____, _____.

(Contractor)

Local Agency: City of Sammamish

Title: City Manager

By: _____

Date: _____, _____

PUBLIC WORKS PERFORMANCE BOND
to _____, WA

Bond No. _____

_____, Washington, (_____) has awarded to _____ (Principal), a Contract for the construction of the project designated as _____, Project No. _____, in _____, 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 _____ 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 _____, WA

Bond No. _____

_____, Washington, (_____) has awarded to _____ (Principal), a Contract for the construction of the project designated as _____, Project No. _____, in _____, 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 _____ 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 _____



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form **must** be typed or printed in ink.
- **Fill in all blanks or the form will be returned for correction (see instructions).**
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at <https://fortress.wa.gov/lni/pwipub/SearchFor.asp>

Your Company Information		
Your Company Name		
Your Address		
City	State	Zip+4
Your Contractor Registration Number	Your UBI Number	
Your Industrial Insurance Account Number		
Your Email Address (required for notification of approval)	Your Phone Number	
Additional Details		
Your Expected Job Start Date (mm/dd/yyyy)		
Job Site Address/Directions		
ARRA Funds		
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Prime Contractor's Company Information		
Prime Contractor's Company Name	Prime Contractor's Intent Number	
Prime Contractor's Registration Number	Prime Contractor's UBI Number	

Awarding Agency Information		
Project Name	Contract Number	
Awarding Agency		
Awarding Agency Address		
City	State	Zip+4
Awarding Agency Contact Name	Phone Number	
County Where Work Will Be Performed	City Where Work Will Be Performed	
Contract Details		
Bid Due Date (Prime Contractor's)	Award Date (Prime Contractor's)	
Total Dollar Amount of Your Contract (including sales tax) or indicate time and materials, if applicable.	\$	<input type="checkbox"/> T&M
Weatherization or Energy Efficient Funds		
Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Hiring Contractor's Company Information		
Hiring Contractor's Company Name		
Hiring Company's Contractor Registration Number	Hiring Contractors UBI Number	

Employment Information						
Do you intend to use ANY subcontractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Will employees perform work on this project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Will ALL work be subcontracted?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Do you intend to use apprentice employees?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Number of Owner/Operators who own at least 30% of the company who will perform work on this project:			<input type="checkbox"/> None (0)	<input type="checkbox"/> One (1)	<input type="checkbox"/> Two (2)	<input type="checkbox"/> Three (3)

Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.	Number of Workers	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits

Signature Block
 I hereby certify that I have read and understand the instructions to complete this form and that the information, including any addenda, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Print Name: _____ **Print Title:** _____ **Signature:** _____ **Date:** _____

For L&I Use Only	
Approved by signature of the Department of Labor and Industries Industrial Statistician	



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- **Fill in all blanks or the form will be returned for correction (see instructions).**
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at <https://fortress.wa.gov/lni/pwipub/SearchFor.asp>

Your Company Information 1				Awarding Agency Information 2			
Your Company Name				Project Name		Contract Number	
Your Address				Awarding Agency			
City		State	Zip+4	Awarding Agency Address			
Your Contractor Registration Number		Your UBI Number		City		State	Zip+4
Your Industrial Insurance Account Number				Awarding Agency Contact Name		Phone Number	
Your Email Address (required for notification of approval)			Your Phone Number	County Where Work Will Be Performed		City Where Work Will Be Performed	
Additional Details 3				Contract Details 4			
Your Expected Job Start Date (mm/dd/yyyy)				Bid Due Date (Prime Contractor's)		Award Date (Prime Contractor's)	
Job Site Address/Directions				Total Dollar Amount of Your Contract (including sales tax) or indicate time and materials, if applicable. \$ <input type="checkbox"/> T&M			
ARRA Funds 5				Weatherization or Energy Efficient Funds			
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input type="checkbox"/> No				Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Prime Contractor's Company Info 6				Hiring Contractor's Company Information 7			
Prime Contractor's Company Name		Prime Contractor's Intent Number		Hiring Contractor's Company Name			
Prime Contractor's Registration Number		Prime Contractor's UBI Number		Hiring Contractor's Contractor Registration Number		Hiring Contractor's UBI Number	
Employment Information 8							
Do you intend to use ANY subcontractors?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Will employees perform work on this project?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will ALL work be subcontracted?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	Do you intend to use apprentice employees?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Number of Owner/Operators who own at least 30% of the company who will perform work on this project: <input type="checkbox"/> None (0) <input type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)							
Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.				Number of Workers	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits	
9				10	11	12	
Signature Block							
I hereby certify that I have read and understand the instructions to complete this form. That the information, including any addendum(s), are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.							
Print Name:		Print Title:		Signature:		Date:	
For L&I Use Only							
Approved by the Department of Labor and Industries Industrial Statistician							



INSTRUCTIONS
STATEMENT OF INTENT TO PAY
PREVAILING WAGES
FOR PUBLIC WORKS CONTRACTS

COMPLETE ALL FIELDS ON THE FORM

The numbered blocks in the following instructions correspond to the numbered Statement of Intent to Pay Prevailing Wage above. In addition a completed sample form (without numbers) is included at the end of these instructions.

1

Your Company Information - Enter the following information:

- a) Your **Company Name** and **Address**.
- b) Your **Contractor Registration Number** – You can verify this number at: <https://fortress.wa.gov/lni/bbip/Search.aspx>.
- c) Your **UBI Number** (Unified Business Identifier) – This 9-digit number registers you with several state agencies and allows you to do business in Washington. You can verify this number at: <https://fortress.wa.gov/dol/dolprod/bpdLicenseQuery/>.
- d) Your **Industrial Insurance Account Number** – You can verify this number at: <https://fortress.wa.gov/lni/crpsi/MainMenu.aspx?MessageId=2001>.
- e) Please provide your **Email Address** so that L&I can notify you of form approval and/or any required corrections. If you do not provide this information, L&I will use standard mail to send you correction notices. You can access approved forms at: <https://fortress.wa.gov/lni/pwipub/SearchFor.asp>. No notice of approval will be mailed.
- f) Your company **Phone Number**.

2

Awarding Agency Information – Enter the following information regarding the agency that awarded the contract. This information is available from the Prime Contractor:

- a) **Project Name** – This is the name the Awarding Agency assigned to the project.
- b) **Contract Number** – This is the number the Awarding Agency assigned to the project.
- c) **Awarding Agency** – This is the name of the agency that awarded the contract.
- d) Please enter the **Street Address, City, State** and **Zip+4** for the Awarding Agency.
- e) **Awarding Agency Contact Name and Phone Number** – Enter the name and phone number of the person the Prime Contractor communicates with at the Awarding Agency.
- f) **County Where Work Will Be Performed** – Enter the name of the county where the work will be performed. If the work will be performed in multiple counties, include the names of all counties where work will be performed.
- g) **City Where Work Will Be Performed** – Enter the name of the city where the work will be performed. If the work will be performed outside the limits of any city, or in multiple cities, include the name of the nearest city.

3

Additional Details

- a) **Your Expected Job Start Date** – This is the date that you expect to begin work on the project.
- b) **Job Site Address/Directions** – Enter the specific address of the project or provide brief details regarding the location of the site, if no specific address exists.

4

Contract Details

- a) **Bid Due Date** – Enter the date the **Prime Contractor** had to submit the bid to the Awarding Agency for this project (mm/dd/yyyy).
 - **What if my contract was not bid?** – If the contract you will be working under was not required to be bid, you will enter the date the contract was awarded.
- b) **Award Date** – This is the date the awarding agency awarded the contract to the **Prime Contractor** (mm/dd/yyyy).
- c) **Indicate the Total Dollar Amount of Your Contract** – Enter the dollar amount of **your** contract, including the applicable sales tax. If this is a “time and materials” contract, please indicate this by checking the box next to “T&M.”

5

ARRA & Weatherization Funding Questions – Enter the information regarding the source of funds. This information should be obtained from the Awarding Agency or the Prime Contractor.

- a) Does this project utilize American Recovery and Reinvestment Act (ARRA) funds?
- b) Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)?

6

Prime Contractor’s Company Information – Enter the information about the contractor who has the direct contract with the Awarding Agency:

- a) **Prime Contractor’s Company Name** – Enter the Prime Contractor’s company name.
- b) **Prime Contractor’s Intent ID Number** – Enter the Prime Contractor’s Approved Intent ID Number.
- c) **Prime Contractor’s Registration Number** – Enter the Contractor Registration Number for the Prime Contractor. You can verify the number at: <https://fortress.wa.gov/lni/bbip/Search.aspx>.
- d) **Prime Contractor’s UBI Number** – Enter the UBI number for the Prime Contractor. You can verify this number at: <https://fortress.wa.gov/dol/dolprod/bpdLicenseQuery/>.

7

Hiring Contractor’s Company Information – Enter the information about the Hiring Contractor. This is the contractor who hired or contracted your firm to perform work on this project:

- a) **Hiring Contractor’s Company Name** – Enter the company name of the contractor who hired or contracted with your firm to perform work on this project.
- b) **Hiring Contractor’s Registration Number** – Enter the Contractor Registration Number for the contractor who hired you. You can verify the number at: <https://fortress.wa.gov/lni/bbip/Search.aspx>.
- c) **Hiring Contractor’s UBI Number** – Enter the UBI Number for the contractor who hired you. You can verify this number at: <https://fortress.wa.gov/dol/dolprod/bpdLicenseQuery/>.

8

Employment Information – Enter information about the individuals who will perform work on this project:

- a) **Do you intend to use subcontractors?** – If **PART** of the work will be performed by subcontractors you will hire, check the “Yes” box.
- b) **Will employees perform work on this project?** - If employees, including apprentices, will perform any work on the project, check the “Yes” box and list each employee’s applicable craft/trade/occupation. Do not list the actual apprentice, just the craft/trade/occupation the apprentice will be working in. Also, please note the information regarding apprentices in “d” below. **If you choose “No” and this changes later, you certify that you will submit a new Intent form listing workers.**
- c) **Will ALL work be subcontracted?** – If **ALL** work will be performed by subcontractors, check the “Yes” box.
- d) **Do you intend to use apprentice employees?** – If you plan to employ apprentices on this project please be aware:
 - Any workers **NOT** registered with the Washington State Apprenticeship and Training Council (WSATC) must be paid the correct journey-level prevailing rate of wage.
 - Any apprentice **NOT** registered with the WSATC within 60 days of hiring must be paid at the correct journey-level prevailing rate of wage for the time preceding the date of registration.

- You **must** be a registered training agent with the WSATC in order to pay a registered apprentice less than journey-level prevailing rate of wage.
- To verify apprenticeship and/or registered training agent status call (360) 902-5324.

- e) **Number of Owners/Operators who own at least 30% of the company who will perform work on this project** – Indicate the number of Owners/Operator(s) who will perform work on this project. If no 30%+ Owners/Operators will perform work on the project, check the box “None”.



Crafts/Trades/Occupations – List each craft/trade/occupation of all workers you plan to employ on this project.

❖ **Crafts/Trades/Occupations**

If you indicated above that Owners/Operators will work on this project, and you also indicated above that no employees will perform work on the project, or **ALL** work will be subcontracted, then you do not need to fill in this section. (Individuals who own less than 30% of the company are not considered to be Owners/Operators, and must be listed as employees and paid the correct prevailing rate of wage.)

Use **Addendum A** for additional Crafts/Trades/Occupations that will not fit on this form.

Residential Construction – If you are using any residential classifications (e.g. Residential Carpenter, Residential Laborer, etc.) you must provide information regarding the following questions, on **Addendum C**, in order for L&I to determine if residential rates are being utilized appropriately:

1. Did the Awarding Agency, in compliance with RCW 39.12.030, determine that the project/work contracted for meets the definition of residential construction?
2. Please indicate the type of structure (e.g. single-family dwelling, duplex, apartment, condominium or other residential structure).
3. Including any basement or garage, how many stories or levels does the structure have?
4. What is the facility used for? - Answer “yes” or “no” to each of the following options:
 - a. Permanent residence only?
 - b. Rehabilitation house?
 - c. Transitional housing?
 - d. Communal dining facility?
 - e. Treatment services?
 - f. Counseling?
 - g. Other?
5. Does each dwelling unit have its own full, self-contained kitchen?
6. Does each dwelling unit have its own full bathroom?
7. Is there a community facility or manager’s office on site?
8. Is any part of the facility used by members of the public?

Landscape Construction – If you are using “Landscape Construction” or any of the sub-classifications within Landscape Construction (e.g., Landscape or Planting Laborer, Irrigation or Lawn Sprinkler Installers, or Landscape Equipment Operators or Truck Drivers) you must provide information on **Addendum C** regarding the following aspects of the work in order for L&I to determine if you are appropriately applying Landscape Construction rates:

1. The beautification of a plot of land through addition of or modification to lawns, trees and bushes under the Landscape Construction Scope of Work (WAC 296-127-01346) is a limited universe and has exclusions that may affect its application. Please provide L&I with the following information so we can verify whether the landscape construction wage rates apply to this project.
 - a. Please describe the whole project – not just your part.
 - b. Please describe your part(s) of the project – the tasks you performed, equipment used, and tools used. Please provide as much detail as you can.

- c. If the project involves installing an irrigation system, trenching, installing French drains or other subsurface water collection systems, or spreading top soil or mulch, please tell us the relevant depths.
2. If Operating Engineers and/or Truck Drivers will be used in addition to Landscape Construction, describe the type of equipment used, and list the size or rated capacity of the equipment.

10

Number of Workers – Enter the number of journey-level workers you plan to employ on this project for that craft/trade/occupation.

11

Rate of Hourly Pay – Enter the rate of hourly pay as defined by RCW 39.12.010, that you will actually pay the worker(s) for that craft/trade/occupation. The amount listed for “Rate of Hourly Pay” plus the amount listed for the “Rate of Hourly Fringe Benefits,” if any, must equal or exceed the applicable prevailing rate of wage.

12

Rate of Hourly Usual (“Fringe”) Benefits – Enter the rate of hourly Usual (“fringe”) Benefits for that craft/trade/occupation. This is the cost of usual benefits, as defined by RCW 39.12.010, that you will actually pay the worker(s). The amount listed for “Rate of Hourly Pay” plus the amount listed for “Rate of Hourly Usual (“Fringe”) Benefits,” if any, must equal or exceed the applicable prevailing rate of wage.

If there is not enough space to list all required information on one form, use the appropriate Addendum as needed. No additional fee is required for using Addendums to the form. No other attachments will be accepted.

L&I’s approval of your Statement of Intent to Pay Prevailing Wages is based on the information you provide. Approval of the form does not signify that the classifications of labor you listed on the form are the correct classifications of work for the tasks performed on the public works project. It is your responsibility to pay workers the prevailing rate of wage for the classification of work that correctly applies to the actual work they perform.

Be sure to include your email address on the form. **If you do not provide this information, L&I will use standard mail to send you correction notices. You will be able to access approved forms at:**

<https://fortress.wa.gov/lni/pwipub/SearchFor.asp> (No notice of approval will be mailed).

MAILING INSTRUCTIONS

*You must mail the completed and signed form with **original signature** (a photocopy of a signature will **not** be accepted) with the \$40 filing fee to:*

***Management Services
Department of Labor & Industries
Prevailing Wage Program
PO Box 44835
Olympia, WA 98504-4835***

FURTHER INFORMATION

Make checks payable to:

Department of Labor and Industries

If you have questions or would like assistance in completing the form, please call us at (360) 902-5335 or email the Prevailing Wage office at pw1@lni.wa.gov.

Prevailing wage rates are available on the Internet at:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form **must** be typed or printed in ink.
- **Fill in all blanks or the form will be returned for correction (see instructions).**
- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at <https://fortress.wa.gov/lni/pwipub/SearchFor.asp>

Your Company Information		
Your Company Name ABC Company, Inc.		
Your Address 1234 Main Street		
City Olympia	State WA	Zip+4 98501-1234
Your Contractor Registration Number ABCCI*0123AA	Your UBI Number 123456789	
Your Industrial Insurance Account Number 111,111-11		
Your Email Address (required for notification of approval) prevailingwage@lni.wa.gov	Your Phone Number (555) 555-5555	

Awarding Agency Information		
Project Name Road Repair		Contract Number 2011-01B
Awarding Agency WA State Department of Transportation		
Awarding Agency Address PO Box 47354		
City Olympia	State WA	Zip+4 98501
Awarding Agency Contact Name John Doe		Phone Number (555) 555-5555
County Where Work Will Be Performed Thurston		City Where Work Will Be Performed Olympia

Additional Details	
Your Expected Job Start Date (mm/dd/yyyy) 01/01/2011	
Job Site Address/Directions State Street @ Plum Street	
ARRA Funds	
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Contract Details	
Bid Due Date (Prime Contractor's) 08/01/2010	Award Date (Prime Contractor's) 08/10/2010
Indicate Total Dollar Amount of Your Contract (including sales tax) or time and materials, if applicable. \$1000.00	

Prime Contractor's Company Information	
Prime Contractor's Company Name XYZ Company, Inc.	Prime Contractor's Intent Number 123456
Prime Contractor's Registration Number XYZIN*0123AA	Prime Contractor's UBI Number 987654321

Weatherization or Energy Efficient Funds	
Does this project utilize any weatherization or energy efficiency upgrade funds (ARRA or otherwise)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Hiring Contractor's Company Information	
Hiring Contractor's Company Name Super Pavers, Inc.	
Hiring Contractor's Contractor Registration Number SUPERPA123AA	Hiring Contractor's UBI Number 321456987

Employment Information					
Do you intend to use ANY subcontractors?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Will employees perform work on this project?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will ALL work be subcontracted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Do you intend to use apprentice employees?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Number of Owner/Operators who own at least 30% of the company who will perform work on the project: <input type="checkbox"/> None (0) <input checked="" type="checkbox"/> One (1) <input type="checkbox"/> Two (2) <input type="checkbox"/> Three (3)					

Crafts/Trades/Occupations – (Do not list apprentices. They are listed on the Affidavit of Wages Paid only.) If an employee works in more than one trade, ensure that all hours worked in each trade are reported below. For additional crafts/trades/occupations please use Addendum A.	Number of Workers	Rate of Hourly Pay	Rate of Hourly Usual ("Fringe") Benefits
Laborer - Asphalt Raker	2	39.28	5.00
Power Equipment Operator - Asphalt Plant Operator	1	48.04	2.35
Truck Driver - Asphalt Mix (over 16 Yds)	1	46.47	0.00

Signature Block
 I hereby certify that I have read and understand the instructions to complete this form and that the information, including any addenda, are correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.

Print Name:	Print Title:	Signature:	Date:
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For L&I Use Only
Approved by signature of the Department of Labor and Industries Industrial Statistician

PART 4 SPECIAL PROVISIONS

TABLE OF CONTENTS

INTRODUCTION TO THE SPECIAL PROVISIONS.....	1
Division 1 - General Requirements.....	2
DESCRIPTION OF WORK	2
1-01 DEFINITIONS AND TERMS	2
1-01.2 Abbreviations	2
1-01.3 Definitions	2
1-02 BID PROCEDURES AND CONDITIONS	4
1-02.1 Prequalification of Bidders.....	4
1-02.2 Plans and Specifications.....	5
1-02.5 Proposal Forms	5
1-02.6 Preparation of Proposal	6
1-02.9 Delivery of Proposal.....	6
1-02.10 Withdrawing, Revising, or Supplementing Proposal.....	7
1-02.13 Irregular Proposals	8
1-02.14 Disqualification of Bidders	9
1-02.15 Pre Award Information	10
1-03 AWARD AND EXECUTION OF CONTRACT	10
1-03.1 Consideration of Bids.....	10
1-03.3 Execution of Contract	10
1-03.4 Contract Bond.....	11
1-03.7 Judicial Review	12
1-04 SCOPE OF WORK	12
1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda	12
1-04.4 Changes	12
1-05 CONTROL OF WORK.....	13
1-05.7 Removal of Defective and Unauthorized Work.....	13
1-05.11 Final Inspections and Operational Testing	14
1-05.13 Superintendents, Labor and Equipment of Contractor	15
1-05.15 Method of Serving Notices.....	15
1-05.16 Water and Power	16
1-05.18 Record Drawings	16
1-06 CONTROL OF MATERIAL	18
1-06.6 Recycled Materials	19
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	19

1-07.1 Laws to be Observed	20
1-07.2 State Sales Tax	20
1-07.9 Wages.....	22
1-07.11 Requirement for Nondiscrimination	24
1-07.12 Federal Agency Inspection	47
1-07.13 Contractor's Responsibility for Work.....	48
1-07.17 Utilities and Similar Facilities	48
1-07.18 Insurance	50
1-07.23 Public Convenience and Safety.....	53
1-07.24 Rights of Way	55
1-08 PROSECUTION AND PROGRESS	56
1-08.0 Preliminary Matters	56
1-08.1 Subcontracting.....	58
1-08.3 Progress Schedule	58
1-08.4 Notice to Proceed and Prosecution of Work.....	59
1-08.5 Time for Completion	59
1-08.6 Suspension of Work.....	60
1-08.9 Liquidated Damages.....	61
1-09 MEASUREMENT AND PAYMENT	61
1-09.6 Force Account.....	61
1-09.9 Payments.....	62
1-09.11 Disputes and Claims.....	63
1-09.13 Claims Resolution.....	64
1-10 TEMPORARY TRAFFIC CONTROL	64
1-10.2 Traffic Control Management	64
1-10.4 Measurement.....	65
Division 8 – Miscellaneous Construction	66
8-14 CEMENT CONCRETE SIDEWALKS	66
8-14.3 Construction Requirements	66
8-20 ILLUMINATION, TRAFFIC SIGNALS SYSTEM, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL	66
8-20.1 Description.....	66
8-20.2 Materials	67
8-20.3 Construction Requirements	76
8-20.4 Measurement.....	94
8-20.5 Payment.....	95

1 **INTRODUCTION TO THE SPECIAL PROVISIONS**

2 *(August 14, 2013 APWA GSP)*

3 The work on this project shall be accomplished in accordance with the Standard
4 Specifications for Road, Bridge and Municipal Construction, 2020 edition, as issued
5 by the Washington State Department of Transportation (WSDOT) and the American
6 Public Works Association (APWA), Washington State Chapter (hereafter “Standard
7 Specifications”). The Standard Specifications, as modified or supplemented by these
8 Special Provisions, all of which are made a part of the Contract Documents, shall
9 govern all of the Work.

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

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

- 20 • *(March 8, 2013, APWA GSP)*
- 21 • *(August 4, 2014 WSDOT GSP)*
- 22 • *(May 1, 2013 City of Sammamish)*
- 23 • *(NWR ITS February 23, 2009)*
- 24 • *(***PROJECT-SPECIFIC SPECIAL PROVISION***)*

25 Also incorporated into the Contract Documents by reference are:

- 26 • Manual on Uniform Traffic Control Devices for Streets and Highways, currently
27 adopted edition, with Washington State modifications, if any
- 28 • Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA,
29 current edition
- 30 • Manual on Uniform Traffic Control Devices for Streets and Highways, currently
31 adopted edition, with Washington State modifications, if any
- 32 • Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA,
33 current edition

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

Division 1 - General Requirements

Supplement this Section with the following:

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)

This Contract provides for the improvement of a fiber optic communications network and an Adaptive Signal Control Technology (ASCT) system and other associated traffic signal work within City of Sammamish, WSDOT, and King County right-of-way, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 DEFINITIONS AND TERMS

1-01.2 Abbreviations

1-01.2(2) Items of Work and Unites of Measurement

(*****)

Section 1-01.2(2) is supplemented with the following:

CCTV	Closed Circuit Television
CC	Camera Cabinet
ITS	Intelligent Transportation System
OTDR	Optical Time Domain Reflectometer
PTZ	Pan, Tilt, Zoom (for camera control)
RMU	Rack Mounting Unit (1.75 inches)
SMFO	Singlemode fiber optic
TC	Terminal Cabinet
TMS	Traffic Management System
TMC	Traffic Management Center
UPS	Uninterruptible Power Supply
VMS	Variable Message Sign

1-01.3 Definitions

(January 4, 2016 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.

1 **Award Date**

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

4 **Contract Execution Date**

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

6 **Notice to Proceed Date**

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

8 **Substantial Completion Date**

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

15 **Physical Completion Date**

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

19 **Completion Date**

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

24 **Final Acceptance Date**

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

26
27 Supplement this Section with the following:

28
29 All references in the Standard Specifications, Amendments, or WSDOT General
30 Special Provisions, to the terms "Department of Transportation", "Washington State
31 Transportation Commission", "Commission", "Secretary of Transportation",
32 "Secretary", "Headquarters", and "State Treasurer" shall be revised to read
33 "Contracting Agency".

34
35 All references to the terms "State" or "state" shall be revised to read "Contracting
36 Agency" unless the reference is to an administrative agency of the State of
37 Washington, a State statute or regulation, or the context reasonably indicates
38 otherwise.

39
40 All references to "State Materials Laboratory" shall be revised to read "Contracting
41 Agency designated location".

42
43 All references to "final contract voucher certification" shall be interpreted to mean the
44 Contracting Agency form(s) by which final payment is authorized, and final
45 completion and acceptance granted.

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

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

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

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

Contract Documents
See definition for “Contract”.

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

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

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

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

1 Before award of a public works contract, a bidder must meet at least the minimum
2 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and
3 qualified to be awarded a public works project.
4

5 **1-02.2 Plans and Specifications**
6 *(June 27, 2011 APWA GSP)*
7

8 Delete this section and replace it with the following:
9

10 Information as to where Bid Documents can be obtained or reviewed can be found in the
11 Call for Bids (Advertisement for Bids) for the work.
12

13 After award of the contract, plans and specifications will be issued to the Contractor at no
14 cost as detailed below:
15

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	***3***	Furnished automatically upon award.
Contract Provisions	***3***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	***1***	Furnished only upon request.

16 Additional plans and Contract Provisions may be obtained by the Contractor from the
17 source stated in the Call for Bids, at the Contractor's own expense.
18
19

20 **1-02.5 Proposal Forms**
21 *(July 31, 2017 APWA GSP)*
22

23 Delete this section and replace it with the following:
24

25 The Proposal Form will identify the project and its location and describe the work. It
26 will also list estimated quantities, units of measurement, the items of work, and the
27 materials to be furnished at the unit bid prices. The bidder shall complete spaces on
28 the proposal form that call for, but are not limited to, unit prices; extensions;
29 summations; the total bid amount; signatures; date; and, where applicable, retail
30 sales taxes and acknowledgment of addenda; the bidder's name, address, telephone
31 number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a
32 State of Washington Contractor's Registration Number; and a Business License
33 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by
34 hand, preferably in black ink. The required certifications are included as part of the
35 Proposal Form.
36

37 The Contracting Agency reserves the right to arrange the proposal forms with
38 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

(July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

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

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

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

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

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

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

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

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

1-02.9 Delivery of Proposal

(December 19, 2019 APWA GSP, Option A)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the

1 envelope, or as otherwise required in the Bid Documents, to ensure proper handling
2 and delivery.

3
4 To be considered responsive on a FHWA-funded project, the Bidder may be required
5 to submit the following items, as required by Section 1-02.6:
6

- 7 • UDBE Written Confirmation Document from each UDBE firm listed on the
- 8 Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- 9 • Good Faith Effort (GFE) Documentation
- 10 • UDBE Bid Item Breakdown (WSDOT 272-054)
- 11 • UDBE Trucking Credit Form (WSDOT 272-058)

12
13 These documents, if applicable, shall be received either with the Bid Proposal or as a
14 supplement to the Bid. These documents shall be received **no later than 48 hours**
15 (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid
16 Proposal.
17

18 If submitted after the Bid Proposal is due, the document(s) must be submitted in a
19 sealed envelope labeled the same as for the Proposal, with "Supplemental
20 Information" added. All other information required to be submitted with the Bid
21 Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call
22 for Bids.
23

24 Proposals that are received as required will be publicly opened and read as specified
25 in Section 1-02.12. The Contracting Agency will not open or consider any Bid
26 Proposal that is received after the time specified in the Call for Bids for receipt of Bid
27 Proposals, or received in a location other than that specified in the Call for Bids. The
28 Contracting Agency will not open or consider any "Supplemental Information" (UDBE
29 confirmations, or GFE documentation) that is received after the time specified above,
30 or received in a location other than that specified in the Call for Bids.
31

32 If an emergency or unanticipated event interrupts normal work processes of the
33 Contracting Agency so that Proposals cannot be received at the office designated for
34 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the
35 Proposal will be deemed to be extended to the same time of day specified in the
36 solicitation on the first work day on which the normal work processes of the
37 Contracting Agency resume.
38

39 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
40 *(July 23, 2015 APWA GSP)*

41
42 Delete this section, and replace it with the following:

43
44 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
45 withdraw, revise, or supplement it if:
46

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

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

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

1-02.13 Irregular Proposals
(December 19, 2019 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;

- k. The Bidder fails to submit a UDBE Bid Item Breakdown form, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - l. The Bidder fails to submit UDBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option A)

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.

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

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

1
2 **1-02.15 Pre Award Information**

3 *(August 14, 2013 APWA GSP)*

4
5 Revise this section to read:

6
7 Before awarding any contract, the Contracting Agency may require one or more of
8 these items or actions of the apparent lowest responsible bidder:

- 9
10 1. A complete statement of the origin, composition, and manufacture of any or all
11 materials to be used,
12 2. Samples of these materials for quality and fitness tests,
13 3. A progress schedule (in a form the Contracting Agency requires) showing the
14 order of and time required for the various phases of the work,
15 4. A breakdown of costs assigned to any bid item,
16 5. Attendance at a conference with the Engineer or representatives of the
17 Engineer,
18 6. Obtain, and furnish a copy of, a business license to do business in the city or
19 county where the work is located.
20 7. Any other information or action taken that is deemed necessary to ensure that
21 the bidder is the lowest responsible bidder.

22
23 **1-03 AWARD AND EXECUTION OF CONTRACT**

24
25 **1-03.1 Consideration of Bids**

26 *(January 23, 2006 APWA GSP)*

27
28 Revise the first paragraph to read:

29
30 After opening and reading proposals, the Contracting Agency will check them for
31 correctness of extensions of the prices per unit and the total price. If a discrepancy
32 exists between the price per unit and the extended amount of any bid item, the price
33 per unit will control. If a minimum bid amount has been established for any item and
34 the bidder's unit or lump sum price is less than the minimum specified amount, the
35 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
36 specified amount and recalculate the extension. The total of extensions, corrected
37 where necessary, including sales taxes where applicable and such additives and/or
38 alternates as selected by the Contracting Agency, will be used by the Contracting
39 Agency for award purposes and to fix the Awarded Contract Price amount and the
40 amount of the contract bond.

41
42 **1-03.3 Execution of Contract**

43 *(October 1, 2005 APWA GSP)*

44
45 Revise this section to read:

46
47 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
48 available for signature by the successful bidder on the first business day following

1 award. The number of copies to be executed by the Contractor will be determined by the
2 Contracting Agency.

3
4 Within ***20*** calendar days after the award date, the successful bidder shall return the
5 signed Contracting Agency-prepared contract, an insurance certification as required by
6 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
7 execution of the contract by the Contracting Agency, the successful bidder shall provide
8 any pre-award information the Contracting Agency may require under Section 1-02.15.
9

10 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
11 Agency nor shall any work begin within the project limits or within Contracting Agency-
12 furnished sites. The Contractor shall bear all risks for any work begun outside such
13 areas and for any materials ordered before the contract is executed by the Contracting
14 Agency.
15

16 If the bidder experiences circumstances beyond their control that prevents return of the
17 contract documents within the calendar days after the award date stated above, the
18 Contracting Agency may grant up to a maximum of ***20*** additional calendar days for
19 return of the documents, provided the Contracting Agency deems the circumstances
20 warrant it.
21

22 **1-03.4 Contract Bond**
23 *(July 23, 2015 APWA GSP)*
24

25 Delete the first paragraph and replace it with the following:
26

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

- 32 1. Be on Contracting Agency-furnished form(s);
- 33 2. Be signed by an approved surety (or sureties) that:
 - 34 a. Is registered with the Washington State Insurance Commissioner, and
 - 35 b. Appears on the current Authorized Insurance List in the State of Washington
36 published by the Office of the Insurance Commissioner,
- 37 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
38 and conditions under the Contract, including but not limited to the duty and
39 obligation to indemnify, defend, and protect the Contracting Agency against all
40 losses and claims related directly or indirectly from any failure:
 - 41 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
42 subcontractors of the Contractor) to faithfully perform and comply with all
43 contract obligations, conditions, and duties, or
 - 44 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
45 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
46 subcontractors, material person, or any other person who provides supplies
47 or provisions for carrying out the work;

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

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

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

1-04 SCOPE OF WORK

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

(March 13, 2012 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. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency's Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

1-04.4(1) Minor Changes

1 (May 30, 2019 APWA GSP)
2

3 Delete the first paragraph and replace it with the following:
4

5 Payments or credits for changes amounting to \$24,000 or less may be made under
6 the Bid item "Minor Change". At the discretion of the Contracting Agency, this
7 procedure for Minor Changes may be used in lieu of the more formal procedure as
8 outlined in Section 1-04.4, Changes. All "Minor Change" work will be within the
9 scope of the Contract Work and will not change Contract Time.

10
11
12 **1-05 CONTROL OF WORK**

13
14 **1-05.7 Removal of Defective and Unauthorized Work**
15 *(October 1, 2005 APWA GSP)*

16
17 Supplement this section with the following:
18

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

24
25 If the Contractor fails to comply with a written order to remedy what the Engineer
26 determines to be an emergency situation, the Engineer may have the defective and
27 unauthorized work corrected immediately, have the rejected work removed and replaced,
28 or have work the Contractor refuses to perform completed by using Contracting Agency
29 or other forces. An emergency situation is any situation when, in the opinion of the
30 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
31 of loss or damage to the public.

32
33 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
34 remedying defective or unauthorized work, or work the Contractor failed or refused to
35 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
36 monies due, or to become due, the Contractor. Such direct and indirect costs shall
37 include in particular, but without limitation, compensation for additional professional
38 services required, and costs for repair and replacement of work of others destroyed or
39 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

40
41 No adjustment in contract time or compensation will be allowed because of the delay in
42 the performance of the work attributable to the exercise of the Contracting Agency's
43 rights provided by this Section.

44
45 The rights exercised under the provisions of this section shall not diminish the
46 Contracting Agency's right to pursue any other avenue for additional remedy or damages
47 with respect to the Contractor's failure to perform the work as required.
48

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

3
4 Delete this section and replace it with the following:

5
6 **1-05.11 Final Inspections and Operational Testing**

7
8 **1-05.11(1) Substantial Completion Date**

9
10 When the Contractor considers the work to be substantially complete, the Contractor
11 shall so notify the Engineer and request the Engineer establish the Substantial
12 Completion Date. The Contractor's request shall list the specific items of work that
13 remain to be completed in order to reach physical completion. The Engineer will
14 schedule an inspection of the work with the Contractor to determine the status of
15 completion. The Engineer may also establish the Substantial Completion Date
16 unilaterally.

17
18 If, after this inspection, the Engineer concurs with the Contractor that the work is
19 substantially complete and ready for its intended use, the Engineer, by written notice
20 to the Contractor, will set the Substantial Completion Date. If, after this inspection the
21 Engineer does not consider the work substantially complete and ready for its intended
22 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
23 therefor.

24
25 Upon receipt of written notice concurring in or denying substantial completion,
26 whichever is applicable, the Contractor shall pursue vigorously, diligently and without
27 unauthorized interruption, the work necessary to reach Substantial and Physical
28 Completion. The Contractor shall provide the Engineer with a revised schedule
29 indicating when the Contractor expects to reach substantial and physical completion
30 of the work.

31
32 The above process shall be repeated until the Engineer establishes the Substantial
33 Completion Date and the Contractor considers the work physically complete and
34 ready for final inspection.

35
36 **1-05.11(2) Final Inspection and Physical Completion Date**

37
38 When the Contractor considers the work physically complete and ready for final
39 inspection, the Contractor by written notice, shall request the Engineer to schedule a
40 final inspection. The Engineer will set a date for final inspection. The Engineer and
41 the Contractor will then make a final inspection and the Engineer will notify the
42 Contractor in writing of all particulars in which the final inspection reveals the work
43 incomplete or unacceptable. The Contractor shall immediately take such corrective
44 measures as are necessary to remedy the listed deficiencies. Corrective work shall
45 be pursued vigorously, diligently, and without interruption until physical completion of
46 the listed deficiencies. This process will continue until the Engineer is satisfied the
47 listed deficiencies have been corrected.

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

5
6 The Contractor will not be allowed an extension of contract time because of a delay in
7 the performance of the work attributable to the exercise of the Engineer's right
8 hereunder.

9
10 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
11 Contracting Agency, in writing, of the date upon which the work was considered
12 physically complete. That date shall constitute the Physical Completion Date of the
13 contract, but shall not imply acceptance of the work or that all the obligations of the
14 Contractor under the contract have been fulfilled.

15
16 **1-05.11(3) Operational Testing**

17
18 It is the intent of the Contracting Agency to have at the Physical Completion Date a
19 complete and operable system. Therefore when the work involves the installation of
20 machinery or other mechanical equipment; street lighting, electrical distribution or signal
21 systems; irrigation systems; buildings; or other similar work it may be desirable for the
22 Engineer to have the Contractor operate and test the work for a period of time after final
23 inspection but prior to the physical completion date. Whenever items of work are listed in
24 the Contract Provisions for operational testing they shall be fully tested under operating
25 conditions for the time period specified to ensure their acceptability prior to the Physical
26 Completion Date. During and following the test period, the Contractor shall correct any
27 items of workmanship, materials, or equipment which prove faulty, or that are not in first
28 class operating condition. Equipment, electrical controls, meters, or other devices and
29 equipment to be tested during this period shall be tested under the observation of the
30 Engineer, so that the Engineer may determine their suitability for the purpose for which
31 they were installed. The Physical Completion Date cannot be established until testing
32 and corrections have been completed to the satisfaction of the Engineer.

33
34 The costs for power, gas, labor, material, supplies, and everything else needed to
35 successfully complete operational testing, shall be included in the unit contract prices
36 related to the system being tested, unless specifically set forth otherwise in the proposal.

37
38 Operational and test periods, when required by the Engineer, shall not affect a
39 manufacturer's guaranties or warranties furnished under the terms of the contract.

40
41 **1-05.13 Superintendents, Labor and Equipment of Contractor**
42 *(August 14, 2013 APWA GSP)*

43
44 Delete the sixth and seventh paragraphs of this section.

45
46 **1-05.15 Method of Serving Notices**
47 *(March 25, 2009 APWA GSP)*

48
49 Revise the second paragraph to read:

1
2 All correspondence from the Contractor shall be directed to the Project Engineer. All
3 correspondence from the Contractor constituting any notification, notice of protest,
4 notice of dispute, or other correspondence constituting notification required to be
5 furnished under the Contract, must be in paper format, hand delivered or sent via mail
6 delivery service to the Project Engineer's office. Electronic copies such as e-mails or
7 electronically delivered copies of correspondence will not constitute such notice and
8 will not comply with the requirements of the Contract.
9

10 Add the following new section:

11
12 **1-05.16 Water and Power**
13 *(October 1, 2005 APWA GSP)*

14
15 The Contractor shall make necessary arrangements, and shall bear the costs for
16 power and water necessary for the performance of the work, unless the contract
17 includes power and water as a pay item.
18

19 **1-05.18 Record Drawings**
20 *(March 8, 2013 APWA GSP)*

21
22 The Contractor shall maintain one set of full size plans for Record Drawings, updated
23 with clear and accurate red-lined field revisions on a daily basis, and within 2 business
24 days after receipt of information that a change in Work has occurred. The Contractor
25 shall not conceal any work until the required information is recorded.
26

27 This Record Drawing set shall be used for this purpose alone, shall be kept separate
28 from other Plan sheets, and shall be clearly marked as Record Drawings. These Record
29 Drawings shall be kept on site at the Contractor's field office, and shall be available for
30 review by the Contracting Agency at all times. The Contractor shall bring the Record
31 Drawings to each progress meeting for review.
32

33 The preparation and upkeep of the Record Drawings is to be the assigned responsibility
34 of a single, experienced, and qualified individual. The quality of the Record Drawings, in
35 terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting
36 Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a
37 complete set of Record Drawings for the Contracting Agency without further investigative
38 effort by the Contracting Agency.
39

40 The Record Drawing markups shall document all changes in the Work, both concealed
41 and visible. Items that must be shown on the markups include but are not limited to:
42

- 43 • Actual dimensions, arrangement, and materials used when different than shown in
44 the Plans.
- 45 • Changes made by Change Order or Field Order.
- 46 • Changes made by the Contractor.
- 47 • Accurate locations of storm sewer, sanitary sewer, water mains and other water
48 appurtenances, structures, conduits, light standards, vaults, width of roadways,

sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

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

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

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

Making Entries on the Record Drawings:

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

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

Payment will be made for the following bid item:

Record Drawings (Minimum Bid \$1,000)	Lump Sum
--	----------

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

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

1-06 CONTROL OF MATERIAL
(August 6, 2012 WSDOT GSP, OPTION 1(A))

Section 1-06 is supplemented with the following:

Buy America

In accordance with Buy America requirements contained in 23 CFR 635.410, the major quantities of steel and iron construction material that is permanently incorporated into the project shall consist of American-made materials only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

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

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

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

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

1
2 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore
3 and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and
4 reduced iron ore.

5
6 The following are considered to be steel manufacturing processes:
7

- 8 1. Production of steel by any of the following processes:
9 a. Open hearth furnace.
10 b. Basic oxygen.
11 c. Electric furnace.
12 d. Direct reduction.
13
14 2. Rolling, heat treating, and any other similar processing.
15
16 3. Fabrication of the products.
17 a. Spinning wire into cable or strand.
18 b. Corrugating and rolling into culverts.
19 c. Shop fabrication.
20

21 A certification of materials origin will be required for any items comprised of, or
22 containing, steel or iron construction materials prior to such items being incorporated
23 into the permanent work. The certification shall be on DOT Form 350-109EF provided
24 by the Engineer, or such other form the Contractor chooses, provided it contains
25 the same information as DOT Form 350-109EF.
26

27
28 Section 1-06 is supplemented with the following:
29

30 **1-06.6 Recycled Materials**
31 *(January 4, 2016 APWA GSP)*
32

33 Delete this section, including its subsections, and replace it with the following:
34

35 The Contractor shall make their best effort to utilize recycled materials in the
36 construction of the project. Approval of such material use shall be as detailed
37 elsewhere in the Standard Specifications.
38

39 Prior to Physical Completion the Contractor shall report the quantity of recycled
40 materials that were utilized in the construction of the project for each of the items
41 listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete
42 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.
43 utilization of on-site material and aggregates from concrete returned to the supplier).
44 The Contractor's report shall be provided on DOT form 350-075 Recycled Materials
45 Reporting.
46
47

48 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

1
2 **1-07.1 Laws to be Observed**
3 *(October 1, 2005 APWA GSP)*

4
5 Supplement this section with the following:

6
7 In cases of conflict between different safety regulations, the more stringent regulation
8 shall apply.

9
10 The Washington State Department of Labor and Industries shall be the sole and
11 paramount administrative agency responsible for the administration of the provisions
12 of the Washington Industrial Safety and Health Act of 1973 (WISHA).

13
14 The Contractor shall maintain at the project site office, or other well known place at
15 the project site, all articles necessary for providing first aid to the injured. The
16 Contractor shall establish, publish, and make known to all employees, procedures for
17 ensuring immediate removal to a hospital, or doctor's care, persons, including
18 employees, who may have been injured on the project site. Employees should not be
19 permitted to work on the project site before the Contractor has established and made
20 known procedures for removal of injured persons to a hospital or a doctor's care.

21
22 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy
23 of the Contractor's plant, appliances, and methods, and for any damage or injury
24 resulting from their failure, or improper maintenance, use, or operation. The
25 Contractor shall be solely and completely responsible for the conditions of the project
26 site, including safety for all persons and property in the performance of the work. This
27 requirement shall apply continuously, and not be limited to normal working hours. The
28 required or implied duty of the Engineer to conduct construction review of the
29 Contractor's performance does not, and shall not, be intended to include review and
30 adequacy of the Contractor's safety measures in, on, or near the project site.

31
32 **1-07.2 State Taxes**

33
34 Delete this section, including its sub-sections, in its entirety and replace it with the
35 following:

36
37 **1-07.2 State Sales Tax**
38 *(June 27, 2011 APWA GSP)*

39
40 The Washington State Department of Revenue has issued special rules on the State
41 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
42 Contractor should contact the Washington State Department of Revenue for answers
43 to questions in this area. The Contracting Agency will not adjust its payment if the
44 Contractor bases a bid on a misunderstood tax liability.

45
46 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
47 contract amounts. In some cases, however, state retail sales tax will not be included.
48 Section 1-07.2(2) describes this exception.
49

1 The Contracting Agency will pay the retained percentage (or release the Contract
2 Bond if a FHWA-funded Project) only if the Contractor has obtained from the
3 Washington State Department of Revenue a certificate showing that all contract-
4 related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct
5 from its payments to the Contractor any amount the Contractor may owe the
6 Washington State Department of Revenue, whether the amount owed relates to this
7 contract or not. Any amount so deducted will be paid into the proper State fund.
8

9 **1-07.2(1) State Sales Tax — Rule 171**

10
11 WAC 458-20-171, and its related rules, apply to building, repairing, or improving
12 streets, roads, etc., which are owned by a municipal corporation, or political
13 subdivision of the state, or by the United States, and which are used primarily for foot
14 or vehicular traffic. This includes storm or combined sewer systems within and
15 included as a part of the street or road drainage system and power lines when such
16 are part of the roadway lighting system. For work performed in such cases, the
17 Contractor shall include Washington State Retail Sales Taxes in the various unit bid
18 item prices, or other contract amounts, including those that the Contractor pays on the
19 purchase of the materials, equipment, or supplies used or consumed in doing the
20 work.
21

22 **1-07.2(2) State Sales Tax — Rule 170**

23
24 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new
25 or existing buildings, or other structures, upon real property. This includes, but is not
26 limited to, the construction of streets, roads, highways, etc., owned by the state of
27 Washington; water mains and their appurtenances; sanitary sewers and sewage
28 disposal systems unless such sewers and disposal systems are within, and a part of,
29 a street or road drainage system; telephone, telegraph, electrical power distribution
30 lines, or other conduits or lines in or above streets or roads, unless such power lines
31 become a part of a street or road lighting system; and installing or attaching of any
32 article of tangible personal property in or to real property, whether or not such
33 personal property becomes a part of the realty by virtue of installation.
34

35 For work performed in such cases, the Contractor shall collect from the Contracting
36 Agency, retail sales tax on the full contract price. The Contracting Agency will
37 automatically add this sales tax to each payment to the Contractor. For this reason,
38 the Contractor shall not include the retail sales tax in the unit bid item prices, or in any
39 other contract amount subject to Rule 170, with the following exception.
40

41 Exception: The Contracting Agency will not add in sales tax for a payment the
42 Contractor or a subcontractor makes on the purchase or rental of tools, machinery,
43 equipment, or consumable supplies not integrated into the project. Such sales taxes
44 shall be included in the unit bid item prices or in any other contract amount.
45

46 **1-07.2(3) Services**

1
2 The Contractor shall not collect retail sales tax from the Contracting Agency on any
3 contract wholly for professional or other services (as defined in Washington State
4 Department of Revenue Rules 138 and 244).

5
6
7 **1-07.9 Wages**

8
9 **1-07.9 (1) General**

10 *(January 6, 2020 WSDOT GSP, OPTION 1)*

11
12 Section 1-07.9(1) is supplemented with the following:

13
14 The Federal wage rates incorporated in this contract have been established by the
15 Secretary of Labor under United States Department of Labor General Decision No.
16 WA20200001.

17
18 The State rates incorporated in this contract are applicable to all construction
19 activities associated with this contract.

20
21 *(April 2, 2007 WSDOT GSP, OPTION 4)*

22 **Application of Wage Rates For The Occupation Of Landscape Construction**

23 State prevailing wage rates for public works contracts are included in this contract
24 and show a separate listing for the occupation:

25
26 Landscape Construction, which includes several different occupation descriptions
27 such as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power
28 Equipment Operators, and Landscaping or Planting Laborers.

29
30 In addition, federal wage rates that are included in this contract may also include
31 occupation descriptions in Federal Occupational groups for work also specifically
32 identified with landscaping such as:

33
34 Laborers with the occupation description, Landscaping or Planting, or

35
36 Power Equipment Operators with the occupation description, Mulch Seeding
37 Operator.

38
39 If Federal wage rates include one or more rates specified as applicable to
40 landscaping work, then Federal wage rates for all occupation descriptions, specific or
41 general, must be considered and compared with corresponding State wage rates.
42 The higher wage rate, either State or Federal, becomes the minimum wage rate for
43 the work performed in that occupation.

44
45 Contractors are responsible for determining the appropriate crafts necessary to
46 perform the contract work. If a classification considered necessary for performance of
47 the work is missing from the Federal Wage Determination applicable to the contract,
48 the Contractor shall initiate a request for approval of a proposed wage and benefit
49 rate. The Contractor shall prepare and submit Standard Form 1444, Request for

1 Authorization of Additional Classification and Wage Rate available at
2 <http://www.wdol.gov/docs/sf1444.pdf>, and submit the completed form to the
3 Engineer's office. The presence of a classification wage on the Washington State
4 Prevailing Wage Rates For Public Works Contracts does not exempt the use of form
5 1444 for the purpose of determining a federal classification wage rate.
6

7 **1-07.9(5) Required Documents**
8 *(January 6, 2020 WSDOT GSP, OPTION 1)*
9

10 Section 1-07.9(5) is revised to read:
11

12 **General**

13 All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and
14 Certified Payrolls, including a signed Statement of Compliance for Federal-aid
15 projects, shall be submitted to the Engineer using the State L&I online Prevailing
16 Wage Intent & Affidavit (PWIA) system.
17

18 **Intentions and Affidavits**

19 On forms provided by the Industrial Statistician of State L&I, the Contractor shall
20 submit to the Engineer the following for themselves and for each firm covered under
21 RCW 39.12 that will or has provided Work and materials for the Contract:
22

- 23 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
24 number F700-029-000. The Contracting Agency will make no payment under
25 this Contract until this statement has been approved by State L&I and
26 reviewed by the Engineer.
27
- 28 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number
29 F700-007-000. The Contracting Agency will not grant Completion until all
30 approved Affidavit of Wages paid for the Contractor and all Subcontractors
31 have been received by the Engineer. The Contracting Agency will not release
32 to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of
33 Prevailing Wages Paid" forms have been approved by State L&I and all of the
34 approved forms have been submitted to the Engineer for every firm that
35 worked on the Contract.
36

37 The Contractor is responsible for requesting these forms from State L&I and for
38 paying any fees required by State L&I.
39

40 **Certified Payrolls**

41 Certified payrolls are required to be submitted by the Contractor for themselves, all
42 Subcontractors and all lower tier subcontractors. The payrolls shall be submitted
43 weekly on all Federal-aid projects and no less than monthly on State funded projects.
44

45 **Penalties for Noncompliance**

46 The Contractor is advised, if these payrolls are not supplied within the prescribed
47 deadlines, any or all payments may be withheld until compliance is achieved. In
48 addition, failure to provide these payrolls may result in other sanctions as provided by

1 State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

2
3 **1-07.11 Requirement for Nondiscrimination**
4 *(September 3, 2019 WSDOT GSP, OPTION 1)*

5
6 Supplement this section with the following:

7
8 Requirement for Affirmative Action to Ensure Equal Employment Opportunity
9 (Executive Order 11246)

- 10
- 11 1. The Contractor's attention is called to the Equal Opportunity Clause and the
- 12 Standard Federal Equal Employment Opportunity Construction Contract
- 13 Specifications set forth herein.
- 14
- 15 2. The goals and timetables for minority and female participation set by the Office of
- 16 Federal Contract Compliance Programs, expressed in percentage terms for the
- 17 Contractor's aggregate work force in each construction craft and in each trade on
- 18 all construction work in the covered area, are as follows:

19
20 Women - Statewide

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

25 Minorities - by Standard Metropolitan Statistical Area (SMSA)

26
27 Spokane, WA:

28 SMSA Counties:

29 Spokane, WA 2.8

30 WA Spokane.

31 Non-SMSA Counties 3.0

32 WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield;
33 WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

34
35 Richland, WA

36 SMSA Counties:

37 Richland Kennewick, WA 5.4

38 WA Benton; WA Franklin.

39 Non-SMSA Counties 3.6

40 WA Walla Walla.

41
42 Yakima, WA:

43 SMSA Counties:

44 Yakima, WA 9.7

45 WA Yakima.

46 Non-SMSA Counties 7.2

47 WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA
48 Okanogan.

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Seattle, WA:	
SMSA Counties:	
Seattle Everett, WA	7.2
WA King; WA Snohomish.	
Tacoma, WA	6.2
WA Pierce.	
Non-SMSA Counties	6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA	
Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA	
Skagit; WA Thurston; WA Whatcom.	
Portland, OR:	
SMSA Counties:	
Portland, OR-WA	4.5
WA Clark.	
Non-SMSA Counties	3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

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

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goal shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

1 U.S. Department of Labor
2 Office of Federal Contract Compliance Programs Pacific Region
3 Attn: Regional Director
4 San Francisco Federal Building
5 90 – 7th Street, Suite 18-300
6 San Francisco, CA 94103(415) 625-7800 Phone
7 (415) 625-7799 Fax
8

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

11 Standard Federal Equal Employment Opportunity Construction Contract
12 Specifications (Executive Order 11246)
13

- 14
15 1. As used in these specifications:

16
17 a. Covered Area means the geographical area described in the solicitation
18 from which this contract resulted;

19
20 b. Director means Director, Office of Federal Contract Compliance Programs,
21 United States Department of Labor, or any person to whom the Director
22 delegates authority;

23
24 c. Employer Identification Number means the Federal Social Security number
25 used on the Employer's Quarterly Federal Tax Return, U. S. Treasury
26 Department Form 941;

27
28 d. Minority includes:

29
30 (1) Black, a person having origins in any of the Black Racial Groups
31 of Africa.

32
33 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person
34 of Mexican, Puerto Rican, Cuban, Central American, South
35 American, or other Spanish origin.

36
37 (3) Asian or Pacific Islander, a person having origins in any of the
38 original peoples of the Pacific rim or the Pacific Islands, the
39 Hawaiian Islands and Samoa.

40
41 (4) American Indian or Alaskan Native, a person having origins in
42 any of the original peoples of North America, and who maintain
43 cultural identification through tribal affiliation or community
44 recognition.

- 45
46 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion
47 of the work involving any construction trade, it shall physically include in each
48 subcontract in excess of \$10,000 the provisions of these specifications and the

1 Notice which contains the applicable goals for minority and female participation
2 and which is set forth in the solicitations from which this contract resulted.
3

- 4 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan
5 approved by the U.S. Department of Labor in the covered area either individually
6 or through an association, its affirmative action obligations on all work in the Plan
7 area (including goals and timetables) shall be in accordance with that Plan for
8 those trades which have unions participating in the Plan. Contractors must be
9 able to demonstrate their participation in and compliance with the provisions of
10 any such Hometown Plan. Each Contractor or Subcontractor participating in an
11 approved Plan is individually required to comply with its obligations under the
12 EEO clause, and to make a good faith effort to achieve each goal under the Plan
13 in each trade in which it has employees. The overall good faith performance by
14 other Contractors or Subcontractors toward a goal in an approved Plan does not
15 excuse any covered Contractor's or Subcontractor's failure to take good faith
16 effort to achieve the Plan goals and timetables.
17
- 18 4. The Contractor shall implement the specific affirmative action standards provided
19 in paragraphs 7a through 7p of this Special Provision. The goals set forth in the
20 solicitation from which this contract resulted are expressed as percentages of the
21 total hours of employment and training of minority and female utilization the
22 Contractor should reasonably be able to achieve in each construction trade in
23 which it has employees in the covered area. Covered construction contractors
24 performing construction work in geographical areas where they do not have a
25 Federal or federally assisted construction contract shall apply the minority and
26 female goals established for the geographical area where the work is being
27 performed. The Contractor is expected to make substantially uniform progress in
28 meeting its goals in each craft during the period specified.
29
- 30 5. Neither the provisions of any collective bargaining agreement, nor the failure by a
31 union with whom the Contractor has a collective bargaining agreement, to refer
32 either minorities or women shall excuse the Contractor's obligations under these
33 specifications, Executive Order 11246, or the regulations promulgated pursuant
34 thereto.
35
- 36 6. In order for the nonworking training hours of apprentices and trainees to be
37 counted in meeting the goals, such apprentices and trainees must be employed
38 by the Contractor during the training period, and the Contractor must have made a
39 commitment to employ the apprentices and trainees at the completion of their
40 training, subject to the availability of employment opportunities. Trainees must be
41 trained pursuant to training programs approved by the U.S. Department of Labor.
42
- 43 7. The Contractor shall take specific affirmative actions to ensure equal employment
44 opportunity. The evaluation of the Contractor's compliance with these
45 specifications shall be based upon its effort to achieve maximum results from its
46 action. The Contractor shall document these efforts fully, and shall implement
47 affirmative action steps at least as extensive as the following:
48

- 1 a. Ensure and maintain a working environment free of harassment,
2 intimidation, and coercion at all sites, and in all facilities at which the
3 Contractor's employees are assigned to work. The Contractor, where
4 possible, will assign two or more women to each construction project. The
5 Contractor shall specifically ensure that all foremen, superintendents, and
6 other on-site supervisory personnel are aware of and carry out the
7 Contractor's obligation to maintain such a working environment, with
8 specific attention to minority or female individuals working at such sites or
9 in such facilities.
- 10
11 b. Establish and maintain a current list of minority and female recruitment
12 sources, provide written notification to minority and female recruitment
13 sources and to community organizations when the Contractor or its unions
14 have employment opportunities available, and maintain a record of the
15 organizations' responses.
- 16
17 c. Maintain a current file of the names, addresses and telephone numbers of
18 each minority and female off-the-street applicant and minority or female
19 referral from a union, a recruitment source or community organization and
20 of what action was taken with respect to each such individual. If such
21 individual was sent to the union hiring hall for referral and was not referred
22 back to the Contractor by the union or, if referred, not employed by the
23 Contractor, this shall be documented in the file with the reason therefor,
24 along with whatever additional actions the Contractor may have taken.
- 25
26 d. Provide immediate written notification to the Director when the union or
27 unions with which the Contractor has a collective bargaining agreement
28 has not referred to the Contractor a minority person or woman sent by the
29 Contractor, or when the Contractor has other information that the union
30 referral process has impeded the Contractor's efforts to meet its
31 obligations.
- 32
33 e. Develop on-the-job training opportunity and/or participate in training
34 programs for the area which expressly include minorities and women,
35 including upgrading programs and apprenticeship and trainee programs
36 relevant to the Contractor's employment needs, especially those programs
37 funded or approved by the U.S. Department of Labor. The Contractor shall
38 provide notice of these programs to the sources compiled under 7b above.
- 39
40 f. Disseminate the Contractor's EEO policy by providing notice of the policy
41 to unions and training programs and requesting their cooperation in
42 assisting the Contractor in meeting its EEO obligations; by including it in
43 any policy manual and collective bargaining agreement; by publicizing it in
44 the company newspaper, annual report, etc.; by specific review of the
45 policy with all management personnel and with all minority and female
46 employees at least once a year; and by posting the company EEO policy
47 on bulletin boards accessible to all employees at each location where
48 construction work is performed.

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

1 33 be provided to assure privacy between the sexes.

- 2
- 3 o. Document and maintain a record of all solicitations of offers for
- 4 subcontracts from minority and female construction contractors and
- 5 suppliers, including circulation of solicitations to minority and female
- 6 contractor associations and other business associations.
- 7
- 8 p. Conduct a review, at least annually, of all supervisors' adherence to and
- 9 performance under the Contractor's EEO policies and affirmative action
- 10 obligations.
- 11

12 8. Contractors are encouraged to participate in voluntary associations which assist in

13 fulfilling one or more of their affirmative action obligations (7a through 7p). The

14 efforts of a contractor association, joint contractor-union, contractor-community, or

15 other similar group of which the Contractor is a member and participant, may be

16 asserted as fulfilling any one or more of the obligations under 7a through 7p of

17 this Special Provision provided that the Contractor actively participates in the

18 group, makes every effort to assure that the group has a positive impact on the

19 employment of minorities and women in the industry, ensure that the concrete

20 benefits of the program are reflected in the Contractor's minority and female work-

21 force participation, makes a good faith effort to meet its individual goals and

22 timetables, and can provide access to documentation which demonstrate the

23 effectiveness of actions taken on behalf of the Contractor. The obligation to

24 comply, however, is the Contractor's and failure of such a group to fulfill an

25 obligation shall not be a defense for the Contractor's noncompliance.

26

27 9. A single goal for minorities and a separate single goal for women have been

28 established. The Contractor, however, is required to provide equal employment

29 opportunity and to take affirmative action for all minority groups, both male and

30 female, and all women, both minority and non-minority. Consequently, the

31 Contractor may be in violation of the Executive Order if a particular group is

32 employed in substantially disparate manner (for example, even though the

33 Contractor has achieved its goals for women generally, the Contractor may be in

34 violation of the Executive Order if a specific minority group of women is

35 underutilized).

36

37 10. The Contractor shall not use the goals and timetables or affirmative action

38 standards to discriminate against any person because of race, color, religion, sex,

39 or national origin.

40

41 11. The Contractor shall not enter into any subcontract with any person or firm

42 debarred from Government contracts pursuant to Executive Order 11246.

43

44 12. The Contractor shall carry out such sanctions and penalties for violation of these

45 specifications and of the Equal Opportunity Clause, including suspensions,

46 terminations and cancellations of existing subcontracts as may be imposed or

47 ordered pursuant to Executive Order 11246, as amended, and its implementing

48 regulations by the Office of Federal Contract Compliance Programs. Any

1 Contractor who fails to carry out such sanctions and penalties shall be in violation
2 of these specifications and Executive Order 11246, as amended.
3

4 13. The Contractor, in fulfilling its obligations under these specifications, shall
5 implement specific affirmative action steps, at least as extensive as those
6 standards prescribed in paragraph 7 of this Special Provision, so as to achieve
7 maximum results from its efforts to ensure equal employment opportunity. If the
8 Contractor fails to comply with the requirements of the Executive Order, the
9 implementing regulations, or these specifications, the Director shall proceed in
10 accordance with 41 CFR 60-4.8.
11

12 14. The Contractor shall designate a responsible official to monitor all employment
13 related activity to ensure that the company EEO policy is being carried out, to
14 submit reports relating to the provisions hereof as may be required by the
15 government and to keep records. Records shall at least include, for each
16 employee, their name, address, telephone numbers, construction trade, union
17 affiliation if any, employee identification number when assigned, social security
18 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer),
19 dates of changes in status, hours worked per week in the indicated trade, rate of
20 pay, and locations at which the work was performed. Records shall be maintained
21 in an easily understandable and retrievable form; however, to the degree that
22 existing records satisfy this requirement, the Contractors will not be required to
23 maintain separate records.
24

25 15. Nothing herein provided shall be construed as a limitation upon the application of
26 other laws which establish different standards of compliance or upon the
27 application of requirements for the hiring of local or other area residents (e.g.,
28 those under the Public Works Employment Act of 1977 and the Community
29 Development Block Grant Program).
30

31 16. Additional assistance for Federal Construction Contractors on contracts
32 administered by Washington State Department of Transportation or by Local
33 Agencies may be found at:
34

35 Washington State Dept. of Transportation
36 Office of Equal Opportunity
37 PO Box 47314
38 310 Maple Park Ave. SE
39 Olympia WA
40 98504-7314
41 Ph: 360-705-7090
42 Fax: 360-705-6801
43 <http://www.wsdot.wa.gov/equalopportunity/default.htm>
44

45 *(December 19, 2019 APWA GSP, Option B)*
46

1 Supplement this section with the following:
2

3 **Disadvantaged Business Enterprise Participation**

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

10
11 **DBE Abbreviations and Definitions**

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

17
18 **Certified Business Description** – Specific descriptions of work the DBE is
19 certified to perform, as identified in the Certified Firm Directory, under the Vendor
20 Information page.

21
22 **Certified Firm Directory** – A database of all Minority, Women, and
23 Disadvantaged Business Enterprises, including those identified as a UDBE,
24 currently certified by Washington State. The on-line Directory is available to
25 Bidders for their use in identifying and soliciting interest from DBE firms. The
26 database is located under the Firm Certification section of the Diversity
27 Management and Compliance System web page at:
28 <https://omwbe.diversitycompliance.com>.

29
30 **Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines
31 commercially useful function as: *“A DBE performs a commercially useful function*
32 *when it is responsible for execution of the work of the contract and is carrying out*
33 *its responsibilities by actually performing, managing, and supervising the work*
34 *involved. To perform a commercially useful function, the DBE must also be*
35 *responsible, with respect to materials and supplies used on the contract, for*
36 *negotiating price, determining quality and quantity, ordering the material, and*
37 *installing (where applicable) and paying for the material itself. To determine*
38 *whether a DBE is performing a commercially useful function, you must evaluate*
39 *the amount of work subcontracted, industry practices, whether the amount the firm*
40 *is to be paid under the contract is commensurate with the work it is actually*
41 *performing and the DBE credit claimed for its performance of the work, and other*
42 *relevant factors.”*

43
44 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by the
45 Washington State Office of Minority and Women's Business Enterprises, as
46 meeting the criteria outlined in 49 CFR 26 regarding DBE certification. A
47 Underutilized Disadvantaged Business Enterprise (UDBE) firm is a subset of DBE.
48

1 **Force Account Work** – Work measured and paid in accordance with Section 1-
2 09.6.

3
4 **Good Faith Efforts** – Efforts to achieve the UDBE COA Goal or other
5 requirements of this part which, by their scope, intensity, and appropriateness to
6 the objective, can reasonably be expected to fulfill the program requirement.

7
8 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or
9 establishment that produces on the premises the materials, supplies, articles, or
10 equipment required under the Contract. A DBE Manufacturer shall produce
11 finished goods or products from raw or unfinished material or purchase and
12 substantially alters goods and materials to make them suitable for construction
13 use before reselling them.

14
15 **Reasonable Fee (DBE)** – For purposes of Brokers or service providers a
16 reasonable fee shall not exceed 5% of the total cost of the goods or services
17 brokered.

18
19 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,
20 warehouse, or other establishment in which the materials or supplies required for
21 the performance of a Contract are bought, kept in stock, and regularly sold to the
22 public in the usual course of business. To be a Regular Dealer, the DBE firm must
23 be an established regular business that engages in as its principal business and in
24 its own name the purchase and sale of the products in question. A Regular Dealer
25 in such items as steel, cement, gravel, stone, and petroleum products need not
26 own, operate or maintain a place of business if it both owns and operates
27 distribution equipment for the products. Any supplementing of regular dealers'
28 own distribution equipment shall be by long-term formal lease agreements and not
29 on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other
30 persons who arrange or expedite transactions shall not be regarded as Regular
31 Dealers within the meaning of this definition.

32
33 **Underutilized Disadvantaged Business Enterprise (UDBE)** – A DBE Firm that
34 is underutilized based on WSDOT's Disparity Study.

35
36 **UDBE Commitment** – The dollar amount the Bidder indicates they will be
37 subcontracting to be applied towards the UDBE Condition of Award Goal as
38 shown on the UDBE Utilization Certification Form for each UDBE Subcontractor.
39 This UDBE Commitment amount will be incorporated into the Contract and shall
40 be considered a Contract requirement. Any changes to the UDBE Commitment
41 require the Engineer's approval.

42
43 **UDBE Condition of Award (COA) Goal** – An assigned numerical amount
44 specified as a percentage of the Contract. Initially, this is the minimum amount
45 that the Bidder must commit to by submission of the Utilization Certification Form
46 and/or by Good Faith Effort (GFE).

1 **UDBE COA Goal**

2 The Contracting Agency has established a UDBE COA Goal for this Contract in the
3 amount of: 9% with Zero training hours.

4
5 **Crediting DBE Participation**

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

9
10 DBE participation is only credited upon payment to the DBE.

11
12 The following are some definitions of what may be counted as DBE participation.

13
14 **DBE Prime Contractor**

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

18
19 **DBE Subcontractor**

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

27
28 The supplies, materials, and equipment purchased or leased from the Contractor
29 or its affiliate, including any Contractor's resources available to DBE
30 subcontractors at no cost, shall not be credited.

31
32 DBE credit will not be given in instances where the equipment lease includes the
33 operator. The DBE is expected to operate the equipment used in the performance
34 of its work under the contract with its own forces. Situations where equipment is
35 leased and used by the DBE, but payment is deducted from the Contractor's
36 payment to the DBE is not allowed.

37
38 When the subcontractor is part of a UDBE Commitment, the following apply:

- 39
40 1. If a UDBE subcontracts a portion of the Work of its contract to another firm,
41 the value of the subcontracted Work may be counted toward the UDBE
42 COA Goal only if the Lower-Tier Subcontractor is also a UDBE.
43
44 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, but not a
45 UDBE, may be counted as DBE participation but not counted toward the
46 UDBE COA Goal.
47

1 3. Work subcontracted to a non-DBE does not count towards the UDBE COA
2 Goal nor DBE participation.
3

4 **DBE Subcontract and Lower Tier Subcontract Documents**

5 There must be a subcontract agreement that complies with 49 CFR Part 26 and
6 fully describes the distinct elements of Work committed to be performed by the
7 DBE.
8

9 **DBE Service Provider**

10 The value of fees or commissions charged by a DBE firm behaving in a manner of
11 a Broker, or another service provider for providing a bona fide service, such as
12 professional, technical, consultant, managerial services, or for providing bonds or
13 insurance specifically required for the performance of the contract will only be
14 credited as DBE participation, if the fee/commission is determined by the
15 Contracting Agency to be reasonable and the firm has performed a CUF.
16

17 **Force Account Work**

18 When the Bidder elects to utilize force account Work to meet the UDBE COA
19 Goal, as demonstrated by listing this force account Work on the UDBE Utilization
20 Certification Form, for the purposes of meeting UDBE COA Goal, only 50% of the
21 Proposal amount shall be credited toward the Bidder's Commitment to meet the
22 UDBE COA Goal.
23

24 One hundred percent of the actual amounts paid to the DBE for the force account
25 Work shall be credited towards UDBE COA Goal or DBE participation.
26

27 **Temporary Traffic Control**

28 If the DBE firm is being utilized in the capacity of only "Flagging", the DBE firm
29 must provide a Traffic Control Supervisor (TCS) and flagger, which are under the
30 direct control of the DBE. The DBE firm shall also provide all flagging equipment
31 (e.g. paddles, hard hats, and vests).
32

33 If the DBE firm is being utilized in the capacity of "Traffic Control Services", the
34 DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones,
35 barrels, signs, etc.) and be in total control of all items in implementing the traffic
36 control for the project.
37

38 **Trucking**

39 DBE trucking firm participation may only be credited as DBE participation for the
40 value of the hauling services, not for the materials being hauled unless the
41 trucking firm is also certified as a supplier of those materials. In situations where
42 the DBE's work is priced per ton, the value of the hauling service must be
43 calculated separately from the value of the materials in order to determine DBE
44 credit for hauling
45

46 The DBE trucking firm must own and operate at least one licensed, insured and
47 operational truck on the contract. The truck must be of the type that is necessary
48 to perform the hauling duties required under the contract. The DBE receives credit

1 for the value of the transportation services it provides on the Contract using trucks
2 it owns or leases, licenses, insures, and operates with drivers it employs.
3

4 The DBE may lease additional trucks from another DBE firm. The DBE who
5 leases additional trucks from another DBE firm receives credit for the value of the
6 transportation services the lessee DBE provides on the Contract.
7

8 The trucking Work subcontracted to any non-DBE trucking firm will not receive
9 credit for Work done on the project.
10

11 The DBE may lease trucks from a truck leasing company (recognized truck rental
12 center), but can only receive credit towards DBE participation if the DBE uses its
13 own employees as drivers.
14

15 **DBE Manufacturer and DBE Regular Dealer**

16 One hundred percent (100%) of the cost of the manufactured product obtained
17 from a DBE manufacturer can count as DBE participation. If the DBE
18 manufacturer is a UDBE, participation may count towards the UDBE COA Goal.
19

20 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE
21 Regular Dealer may be credited as DBE Participation. If the role of the DBE
22 Regular Dealer is determined to be that of a Broker, then DBE credit shall be
23 limited to the fee or commission it receives for its services. Regular Dealer status
24 and the amount of credit is determined on a Contract-by-Contract basis. If the
25 DBE regular dealer is a UDBE, participation may count towards the UDBE COA
26 Goal.
27

28 DBE firms proposed to be used as a Regular Dealer must be approved before
29 being listed as a COA/used on a project. The WSDOT Approved Regular Dealer
30 list published on WSDOT's Office of Equal Opportunity (OEO) web site must
31 include the specific project for which approval is being requested. For purposes of
32 the UDBE COA Goal participation, the Regular Dealer must submit the Regular
33 Dealer Status Request form a minimum of five calendar days prior to bid opening.
34

35 Purchase of materials or supplies from a DBE which is neither a manufacturer nor
36 a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance
37 in the procurement of the materials and supplies, or fees or transportation charges
38 for the delivery of materials or supplies required on a job site, can count as DBE
39 participation provided the fees are not excessive as compared with fees
40 customarily allowed for similar services. Documentation will be required to support
41 the fee/commission charged by the DBE. The cost of the materials and supplies
42 themselves cannot be counted toward as DBE participation.
43

44 Note: Requests to be listed as a Regular Dealer will only be processed if the
45 requesting firm is a material supplier certified by the Office of Minority and
46 Women's Business Enterprises in a NAICS code that falls within the
47 42XXXX NAICS Wholesale code section.
48

1 **Underutilized Disadvantaged Business Enterprise Utilization**

2 The requirements of this section apply to projects with a UD BE COA Goal. To be
3 eligible for award of the Contract, the Bidder shall properly complete and submit an
4 Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification with
5 the Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal.
6 The Bidder's UD BE Utilization Certification must clearly demonstrate how the Bidder
7 intends to meet the UD BE COA Goal. A UD BE Utilization Certification (WSDOT Form
8 272-056U) is included in the Proposal package for this purpose as well as instructions
9 on how to properly fill out the form.

10
11 The Bidder is advised that the items listed below when listed in the Utilization
12 Certification must have their amounts reduced to the percentages shown and those
13 reduced amounts will be the amount applied towards meeting the UD BE COA Goal.

- 14
- 15 • Force account at 50%
- 16 • Regular dealer at 60%
- 17

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

21
22 Note: The Contracting Agency shall consider as non-responsive and shall reject
23 any Bid Proposal submitted that does not contain a UD BE Utilization
24 Certification Form that accurately demonstrates how the Bidder intends to
25 meet the UD BE COA Goal.

26
27 **Underutilized Disadvantaged Business Enterprise Written Confirmation**
28 **Document(s)**

29 The requirements of this section apply to projects with a UD BE COA Goal. The Bidder
30 shall submit an Underutilized Disadvantaged Business Enterprise (UDBE) Written
31 Confirmation Document (completed and signed by the UD BE) for each UD BE firm
32 listed in the Bidder's completed UD BE Utilization Certification submitted with the Bid.
33 Failure to do so will result in the associated participation being disallowed, which may
34 cause the Bid to be determined to be nonresponsive resulting in Bid rejection.

35
36 The Confirmation Documents provide confirmation from the UD BEs that they are
37 participating in the Contract as provided in the Bidder's Commitment. The
38 Confirmation Documents must be consistent with the Utilization Certification.

39
40 A UD BE Written Confirmation Document (WSDOT Form 422-031U) is included in the
41 Proposal package for this purpose.

42
43 The form(s) shall be received as specified in the special provisions for Section 1-02.9
44 Delivery of Proposal.

45
46 It is prohibited for the Bidder to require a UD BE to submit a Written Confirmation
47 Document with any part of the form left blank. Should the Contracting Agency
48 determine that an incomplete Written Confirmation Document was signed by a UD BE,

1 the validity of the document comes into question. The associated UDBE participation
2 may not receive credit.

3
4 **Selection of Successful Bidder/Good Faith Efforts (GFE)**

5 The requirements of this section apply to projects with a UDBE COA Goal. The
6 successful Bidder shall be selected on the basis of having submitted the lowest
7 responsive Bid, which demonstrates a good faith effort to achieve the UDBE COA
8 Goal. The Contracting Agency, at any time during the selection process, may request a
9 breakdown of the bid items and amounts that are counted towards the overall contract
10 goal for any of the UDBEs listed on the UDBE Utilization Certification.

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

- 12
13
- 14 1. By meeting the UDBE COA Goal
15 Submission of the UDBE Utilization Certification, supporting UDBE Written
16 Confirmation Document(s) showing the Bidder has obtained enough UDBE
17 participation to meet or exceed the UDBE COA Goal, the UDBE Bid Item
18 Breakdown and the UDBE Trucking Credit Form, if applicable.
19
 - 20 2. By documentation that the Bidder made adequate GFE to meet the UDBE
21 COA Goal
22 The Bidder may demonstrate a GFE in whole or part through GFE
23 documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient
24 UDBE participation have been unsuccessful. The Bidder must supply GFE
25 documentation in addition to the UDBE Utilization Certification, supporting
26 UDBE Written Confirmation Document(s), the UDBE Bid Item Breakdown
27 form and the UDBE Trucking Credit Form, if applicable.
28

29 Note: In the case where a Bidder is awarded the contract based on
30 demonstrating adequate GFE, the advertised UDBE COA Goal will not be
31 reduced. The Bidder shall demonstrate a GFE during the life of the
32 Contract to attain the advertised UDBE COA Goal.
33

34 GFE documentation, the UDBE Bid Item Breakdown form, and the UDBE Trucking
35 Credit Form, if applicable, shall be submitted as specified in Section 1-02.9.
36

37 The Contracting Agency will review the GFE documentation and will determine if the
38 Bidder made an adequate good faith effort.
39

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

41 GFE is evaluated when:

- 42
- 43 1. Determining award of a Contract that has COA goal,
 - 44 2. When a COA UDBE is terminated and substitution is required, and
 - 45 3. Prior to Physical Completion when determining whether the Contractor has
46 satisfied its UDBE commitments.
47
48

1
2 49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself,
3 demonstrate adequate good faith efforts. The following is a list of types of actions,
4 which would be considered as part of the Bidder's GFE to achieve UDBE participation.
5 It is not intended to be a mandatory checklist, nor is it intended to be exclusive or
6 exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
7

- 8 1. Soliciting through all reasonable and available means (e.g. attendance at pre-
9 bid meetings, advertising and/or written notices) the interest of all certified
10 UDBEs who have the capability to perform the Work of the Contract. The
11 Bidder must solicit this interest within sufficient time to allow the UDBEs to
12 respond to the solicitation. The Bidder must determine with certainty if the
13 UDBEs are interested by taking appropriate steps to follow up initial
14 solicitations.
15
- 16 2. Selecting portions of the Work to be performed by UDBEs in order to increase
17 the likelihood that the UDBE COA Goal will be achieved. This includes, where
18 appropriate, breaking out contract Work items into economically feasible units
19 to facilitate UDBE participation, even when the Bidder might otherwise prefer
20 to perform these Work items with its own forces.
21
- 22 3. Providing interested UDBEs with adequate information about the Plans,
23 Specifications, and requirements of the Contract in a timely manner to assist
24 them in responding to a solicitation.
25
 - 26 a. Negotiating in good faith with interested UDBEs. It is the Bidder's
27 responsibility to make a portion of the Work available to UDBE
28 subcontractors and suppliers and to select those portions of the Work or
29 material needs consistent with the available UDBE subcontractors and
30 suppliers, so as to facilitate UDBE participation. Evidence of such
31 negotiation includes the names, addresses, and telephone numbers of
32 UDBEs that were considered; a description of the information provided
33 regarding the Plans and Specifications for the Work selected for
34 subcontracting; and evidence as to why additional agreements could not
35 be reached for UDBEs to perform the Work.
36
 - 37 b. A Bidder using good business judgment would consider a number of
38 factors in negotiating with subcontractors, including DBE subcontractors,
39 and would take a firm's price and capabilities as well as the UDBE COA
40 Goal into consideration. However, the fact that there may be some
41 additional costs involved in finding and using UDBEs is not in itself
42 sufficient reason for a Bidder's failure to meet the UDBE COA Goal, as
43 long as such costs are reasonable. Also, the ability or desire of a Bidder
44 to perform the Work of a Contract with its own organization does not
45 relieve the Bidder of the responsibility to make Good Faith Efforts.
46 Bidders are not, however, required to accept higher quotes from UDBEs
47 if the price difference is excessive or unreasonable.
48

- 1 4. Not rejecting UDBEs as being unqualified without sound reasons based on a
2 thorough investigation of their capabilities. The Bidder's standing within its
3 industry, membership in specific groups, organizations, or associations and
4 political or social affiliations (for example union vs. non-union employee
5 status) are not legitimate causes for the rejection or non-solicitation of bids in
6 the Bidder's efforts to meet the UDBE COA Goal.
7
- 8 5. Making efforts to assist interested UDBEs in obtaining bonding, lines of credit,
9 or insurance as required by the recipient or Bidder.
10
- 11 6. Making efforts to assist interested UDBEs in obtaining necessary equipment,
12 supplies, materials, or related assistance or services.
13
- 14 7. Effectively using the services of available minority/women community
15 organizations; minority/women contractors' groups; local, State, and Federal
16 minority/women business assistance offices; and other organizations as
17 allowed on a case-by-case basis to provide assistance in the recruitment and
18 placement of UDBEs.
19
- 20 8. Documentation of GFE must include copies of each UDBE and non-DBE
21 subcontractor quotes submitted to the Bidder when a non-DBE subcontractor
22 is selected over a UDBE for Work on the Contract. (ref. updated DBE
23 regulations – 26.53(b)(2)(vi) & App. A)
24

25 **Administrative Reconsideration of GFE Documentation**

26 A Bidder has the right to request reconsideration if the GFE documentation submitted
27 with their Bid was determined to be inadequate.
28

- 29 • The Bidder must request within 48 hours of notification of being
30 nonresponsive or forfeit the right to reconsideration.
31
- 32 • The reconsideration decision on the adequacy of the Bidder's GFE
33 documentation shall be made by an official who did not take part in the
34 original determination.
35
- 36 • Only original GFE documentation submitted as a supplement to the Bid shall
37 be considered. The Bidder shall not introduce new documentation at the
38 reconsideration hearing.
39
- 40 • The Bidder shall have the opportunity to meet in person with the official for
41 the purpose of setting forth the Bidder's position as to why the GFE
42 documentation demonstrates a sufficient effort.
43
- 44 • The reconsideration official shall provide the Bidder with a written decision on
45 reconsideration within five working days of the hearing explaining the basis
46 for their finding.
47

1 **UDBE Bid Item Breakdown**

2 The Bidder shall submit a UDBE Bid Item Breakdown Form (WSDOT Form 272-054)
3 as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.
4

5 **UDBE Trucking Credit Form**

6 The Bidder shall submit a UDBE Trucking Credit Form (WSDOT Form 272-058), as
7 specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.
8

9 Note: The UDBE Trucking Credit Form is only required for a UDBE Firm listed
10 on the UDBE Utilization Certification as a subcontractor for “Trucking” or
11 “Hauling” and are performing a part of a bid item. For example, if the item
12 of Work is Structure Excavation including Haul, and another firm is doing
13 the excavation and the UDBE Trucking firm is doing the haul, the form is
14 required. For a UDBE subcontractor that is responsible for an entire item
15 of work that may require some use of trucks, the form is not required.
16

17 **Procedures between Award and Execution**

18 After Award and prior to Execution, the Contractor shall provide the additional
19 information described below. Failure to comply shall result in the forfeiture of the
20 Bidder’s Proposal bond or deposit.
21

- 22 1. A list of all firms who submitted a bid or quote in attempt to participate in this
23 project whether they were successful or not. Include the business name and
24 mailing address.
25

26 Note: The firms identified by the Contractor may be contacted by the
27 Contracting Agency to solicit general information as follows: age of the
28 firm and average of its gross annual receipts over the past three years.
29

30 **Procedures after Execution**

31 **Commercially Useful Function (CUF)**

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

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

6 In order for a DBE traffic control company to be considered to be performing a
7 CUF, the DBE must be in control of its work inclusive of supervision. The DBE
8 shall employ a Traffic Control Supervisor who is directly involved in the
9 management and supervision of the traffic control employees and services.
10

11 The following are some of the factors that the Engineer will use in determining
12 whether a DBE trucking company is performing a CUF:
13

- 14 • The DBE shall be responsible for the management and supervision of
15 the entire trucking operation for which it is responsible on the contract.
16 The owner demonstrates business related knowledge, shows up on site
17 and is determined to be actively running the business.
18
- 19 • The DBE itself shall own and operate at least one fully licensed, insured,
20 and operational truck used on the Contract. The drivers of the trucks
21 owned and leased by the DBE must be exclusively employed by the DBE
22 and reflected on the DBE's payroll.
23
- 24 • Lease agreements for trucks shall indicate that the DBE has exclusive
25 use of and control over the truck(s). This does not preclude the leased
26 truck from working for others provided it is with the consent of the DBE
27 and the lease provides the DBE absolute priority for use of the leased
28 truck.
29
- 30 • Leased trucks shall display the name and identification number of the
31 DBE.
32

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

34 In addition to the subcontracting requirements of Section 1-08.1, each DBE
35 trucking firm shall submit supplemental information consisting of a completed
36 Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy
37 of vehicle registrations, and all Rental/Lease agreements (if applicable). The
38 supplemental information shall be submitted to the Engineer prior to any trucking
39 services being performed for DBE credit. Incomplete or incorrect supplemental
40 information will be returned for correction. The corrected Primary
41 UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary
42 UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by the
43 Engineer no later than ten calendar days of utilizing applicable trucks. Failure to
44 submit or update the DBE Truck Unit Listing Log may result in trucks not being
45 credited as DBE participation.
46

47 Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit
48 Listing Log for each day that the DBE performs trucking services for DBE credit.

1 The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted to
2 the Engineer by Friday of the week after the work was performed.
3

4 **Joint Checking**

5 A joint check is a check between a Subcontractor and the Contractor to the
6 supplier of materials/supplies. The check is issued by the Contractor as payer to
7 the Subcontractor and the material supplier jointly for items to be incorporated into
8 the project. The DBE must release the check to the supplier, while the Contractor
9 acts solely as the guarantor.
10

11 A joint check agreement must be approved by the Engineer and requested by the
12 DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to
13 its use. The form must accompany the DBE Joint Check Agreement between the
14 parties involved, including the conditions of the arrangement and expected use of
15 the joint checks.
16

17 The approval to use joint checks and the use will be closely monitored by the
18 Engineer. To receive DBE credit for performing a CUF with respect to obtaining
19 materials and supplies, a DBE must “be responsible for negotiating price,
20 determining quality and quantity, ordering the material, installing and paying for
21 the material itself.” The Contractor shall submit DBE Joint Check Request Form
22 for the Engineer approval prior to using a joint check.
23

24 Material costs paid by the Contractor directly to the material supplier are not
25 allowed. If proper procedures are not followed or the Engineer determines that
26 the arrangement results in lack of independence for the DBE involved, no DBE
27 credit will be given for the DBE’s participation as it relates to the material cost.
28

29 **Prompt Payment**

30 Prompt payment to all subcontractors shall be in accordance with Section 1-08.1.
31 Prompt payment requirements apply to progress payments as well as return of
32 retainage.
33

34 **Subcontracts**

35 Prior to a DBE performing Work on the Contract, an executed subcontract
36 between the DBE and the Contractor shall be submitted to the Engineer. The
37 executed subcontracts shall be submitted by email to the following email address
38 NWRegionOEO@wsdot.wa.gov
39

40 The prime contractor shall notify the Engineer in writing within five calendar days
41 of subcontract submittal.
42

43 **Reporting**

44 The Contractor and all subcontractors/suppliers/service providers that utilize
45 DBEs to perform work on the project, shall maintain appropriate records that will
46 enable the Engineer to verify DBE participation throughout the life of the project.
47
48

1 Refer to Section 1-08.1 for additional reporting requirements associated with this
2 contract.
3

4 **Changes in COA Work Committed to UDBE**

5 The Contractor shall utilize the COA UDBEs to perform the work and supply the
6 materials for which each is committed unless approved by the Engineer. The
7 Contractor shall not be entitled to any payment for work or material completed by the
8 Contractor or subcontractors that was committed to be completed by the COA UDBEs.
9

10 **Owner Initiated Changes**

11 Where the Engineer makes changes that result in changes to Work that was
12 committed to a COA UDBE. The Contractor may be directed to substitute for the
13 Work in such instances.
14

15 **Contractor Initiated Changes**

16 The Contractor cannot reduce the amount of work committed to a COA UDBE
17 without good cause. Reducing UDBE Commitment is viewed as partial UDBE
18 termination, and therefore subject to the termination procedures below.
19

20 **Original Quantity Underruns**

21 In the event that Work committed to a UDBE firm as part of the COA underruns
22 the original planned quantities the Contractor may be required to substitute other
23 remaining Work to another UDBE.
24

25 **Contractor Proposed DBE Substitutions**

26 Requests to substitute a COA UDBE must be for good cause (see UDBE
27 termination process below), and requires prior written approval of the Engineer.
28 After receiving a termination with good cause approval, the Contractor may only
29 replace a UDBE with another certified UDBE. When any changes between
30 Contract Award and Execution result in a substitution of COA UDBE, the
31 substitute UDBE shall be certified prior to the bid opening on the Contract.
32

33 **UDBE Termination**

34 Termination of a COA UDBE (or an approved substitute UDBE) is only allowed in
35 whole or in part with prior written approval of the Engineer. If the Contractor
36 terminates a COA UDBE without the written approval of the Engineer, the
37 Contractor shall not be entitled to credit towards the UDBE COA Goal for any
38 payment for work or material performed/supplied by the COA UDBE. In addition,
39 sanctions may apply as described elsewhere in this specification.
40

41 The Contractor must have good cause to terminate a COA UDBE.
42

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

- 45 • The UDBE fails or refuses to execute a written contract.
46
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- The UDBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The UDBE fails or refuses to meet the Contractor’s reasonable nondiscriminatory bond requirements.
- The UDBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The UDBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The UDBE voluntarily withdraws from the project, and provides written notice of its withdrawal.
- The UDBE’s work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The UDBE’s owner dies or becomes disabled with the result that the UDBE is unable to complete its Work on the Contract.

Good cause does not exist if:

- The Contractor seeks to terminate a COA UDBE so that the Contractor can self-perform the Work.
- The Contractor seeks to terminate a COA UDBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.
- The failure or refusal of the COA UDBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the UDBE’s Work).

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

When a COA UDBE is terminated, or fails to complete its work on the Contract for any reason, the Contractor shall substitute with another UDBE or provide documentation of GFE. A plan to achieve the COA UDBE Commitment shall be submitted to the Engineer within 2 days of the approval of termination or the Contract shall be suspended until such time the substitution plan is submitted.

1 **Decertification**

2 When a DBE is “decertified” from the DBE program during the course of the
3 Contract, the participation of that DBE shall continue to count as DBE participation
4 as long as the subcontract with the DBE was executed prior to the decertification
5 notice. The Contractor is obligated to substitute when a DBE does not have an
6 executed subcontract agreement at the time of decertification.
7

8 **Consequences of Non-Compliance**

9 **Breach of Contract**

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

12
13 The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis
14 of race, color, national origin, or sex in the performance of this contract. The
15 Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award
16 and administration of DOT-assisted contracts. Failure by the Contractor to carry
17 out these requirements is a material breach of this Contract, which may result in
18 the termination of this Contract or such other remedy as the recipient deems
19 appropriate, which may include, but is not limited to:

- 20
21 (1) Withholding monthly progress payments;
- 22 (2) Assessing sanctions;
- 23 (3) Liquidated damages; and/or
- 24 (4) Disqualifying the Contractor from future bidding as non-responsible.
25
26
27
28

29 **Notice**

30 If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service
31 provider is deemed to be in non-compliance, the Contractor will be informed in
32 writing, by certified mail by the Engineer that sanctions will be imposed for failure
33 to meet the UDBE COA Commitment and/or submit documentation of good faith
34 efforts. The notice will state the specific sanctions to be imposed which may
35 include impacting a Contractor or other entity’s ability to participate in future
36 contracts.
37

38 **Sanctions**

39 If it is determined that the Contractor’s failure to meet all or part of the UDBE COA
40 Commitment is due to the Contractor’s inadequate good faith efforts throughout the life
41 of the Contract, including failure to submit timely, required Good Faith Efforts
42 information and documentation, the Contractor may be required to pay DBE penalty
43 equal to the amount of the unmet Commitment, in addition to the sanctions outlined in
44 Section 1-07.11(5).
45

46 **Payment**

47 Compensation for all costs involved with complying with the conditions of this
48 Specification and any other associated DBE requirements is included in payment for

1 the associated Contract items of Work, except otherwise provided in the
2 Specifications.

3
4 **1-07.9(5) Required Documents**
5 *(January 6, 2020 WSDOT GSP, OPTION 1)*

6
7 Section 1-07.9(5) is revised to read:

8
9 **General**

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

14
15 **Intents and Affidavits**

16 On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit
17 to the Engineer the following for themselves and for each firm covered under RCW
18 39.12 that will or has provided Work and materials for the Contract:

- 19
20 1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form
21 number F700-029-000. The Contracting Agency will make no payment under
22 this Contract until this statement has been approved by State L&I and
23 reviewed by the Engineer.
24
25 2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number
26 F700-007-000. The Contracting Agency will not grant Completion until all
27 approved Affidavit of Wages paid for the Contractor and all Subcontractors
28 have been received by the Engineer. The Contracting Agency will not release
29 to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of
30 Prevailing Wages Paid" forms have been approved by State L&I and all of the
31 approved forms have been submitted to the Engineer for every firm that
32 worked on the Contract.

33
34 The Contractor is responsible for requesting these forms from State L&I and for paying
35 any fees required by State L&I.

36
37 **Certified Payrolls**

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

41
42 **Penalties for Noncompliance**

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

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

1 (January 25, 2016 WSDOT GSP, OPTION 1)
2

3 Section 1-07.12 is supplemented with the following:
4

5 **Required Federal Aid Provisions**

6 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)
7 Revised May 1, 2012 and the amendments thereto supersede any conflicting
8 provisions of the Standard Specifications and are made a part of this Contract;
9 provided, however, that if any of the provisions of FHWA 1273, as amended, are less
10 restrictive than Washington State Law, then the Washington State Law shall prevail.
11

12 The provisions of FHWA 1273, as amended, included in this Contract require that the
13 Contractor insert the FHWA 1273 and amendments thereto in each Subcontract,
14 together with the wage rates which are part of the FHWA 1273, as amended. Also, a
15 clause shall be included in each Subcontract requiring the Subcontractors to insert
16 the FHWA 1273 and amendments thereto in any lower tier Subcontracts, together
17 with the wage rates. The Contractor shall also ensure that this section, REQUIRED
18 FEDERAL AID PROVISIONS, is inserted in each Subcontract for Subcontractors and
19 lower tier Subcontractors. For this purpose, upon request to the Engineer, the
20 Contractor will be provided with extra copies of the FHWA 1273, the amendments
21 thereto, the applicable wage rates, and this Special Provision.
22
23

24 **1-07.13 Contractor's Responsibility for Work**

25 **1-07.13 (4) Repair of Damage**

26 (August 6, 2001 WSDOT GSP, OPTION 1)
27

28 Section 1-07.13(4) is revised to read:
29

30
31 The Contractor shall promptly repair all damage to either temporary or permanent work
32 as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1),
33 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4.
34 Payment will be limited to repair of damaged work only. No payment will be made for
35 delay or disruption of work.
36

37 **1-07.17 Utilities and Similar Facilities**

38 (April 2, 2007 WSDOT GSP, OPTION 2)
39

40 Section 1-07.17 is supplemented with the following:
41

42 Locations and dimensions shown in the Plans for existing facilities are in accordance
43 with available information obtained without uncovering, measuring, or other verification.
44

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

1 adjustment, relocation, replacement or construction within the project limits will be
2 completed as follows only within the Sahalee Way NE/228th Ave NE Corridor where
3 transmission poles exist:
4

- 5 • Upgraded guy and anchor on transmission poles
- 6 • Replacement of distribution poles
- 7 • Other Make Ready Work as identified by Puget Sound Energy and performed by
8 their Contractor
9

10 PSE Make Ready Work shall be completed before Contractor work can begin along the
11 Sahalee Way NE/228th Ave NE Corridor. Contractor shall coordinate with PSE and
12 schedule accordingly. Contract time may be suspended for PSE Make Ready Work
13 (Utility Suspension). In order to receive a Utility Suspension, the Contractor shall show
14 Make Ready Work activities performed by PSE in the Progress Schedule. If the
15 approved Progress Schedule indicates that the Make Ready Work is critical activities,
16 and if the Contractor has provided documentation that PSE Make Ready Work has been
17 scheduled, then contract time will be suspended upon physical completion of all Make
18 Ready Work.
19

20 Charging of contract time will resume upon completion of PSE Make Ready Work or 120
21 calendar days after execution by the Contracting Agency, whichever occurs first.
22

23 The Contractor shall attend a mandatory utility preconstruction meeting with the
24 Engineer, all affected Subcontractors, and all utility owners and their Contractors prior to
25 beginning onsite work.
26

27 The following addresses and telephone numbers of utility companies or their
28 Contractors that will be adjusting, relocating, replacing or constructing utilities within the
29 project limits are supplied for the Contractor's use:
30

31 *** Puget Sound Energy ***

32 Jordan McLean - 425.748.6311
33 Rebecca Nicholas - 425.462.3727
34 P.O. Box 90868
35 Bellevue, WA 98009-0868
36

37 *** CenturyLink ***

38 Daniel Schierling - 425.677.0744
39 1550 Newport Way NW
40 Issaquah, WA 98027
41

42 *** NE Sammamish Sewer & Water District ***

43 Art Primeau - 425.868.1144
44 3600 Sahalee Way NE
45 Sammamish, WA 98074
46

47 ***Sammamish Plateau Water & Sewer District****

48 Kyly Wong - 425.295.3203

1 Jim Konigsfeld - 425.392.4931 ext. 217
2 1510 228th Avenue SE
3 Sammamish, WA 98075

4
5 ***Comcast (Cable/Fiber Optic)***
6 Jeff Burris - 425.263.5353
7 Joe Fordon - 425.263.5348
8 1525 75th Street SW, Suite 200
9 Everett, WA 98203

10
11 ***Frontier***
12 Mike Hakakan - 425.263.4038
13 PO Box 1003
14 Everett, WA 98206

15
16 **1-07.18 Public Liability and Property Damage Insurance**

17
18 Delete this section in its entirety, and replace it with the following:

19
20 **1-07.18 Insurance**
21 *(January 4, 2016 APWA GSP)*

22
23 **1-07.18(1) General Requirements**

- 24 A. The Contractor shall procure and maintain the insurance described in all subsections
25 of section 1-07.18 of these Special Provisions, from insurers with a current A. M.
26 Best rating of not less than A-: VII and licensed to do business in the State of
27 Washington. The Contracting Agency reserves the right to approve or reject the
28 insurance provided, based on the insurer's financial condition.
- 29
- 30 B. The Contractor shall keep this insurance in force without interruption from the
31 commencement of the Contractor's Work through the term of the Contract and for
32 thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- 33
- 34 C. If any insurance policy is written on a claims made form, its retroactive date, and that
35 of all subsequent renewals, shall be no later than the effective date of this
36 Contract. The policy shall state that coverage is claims made, and state the
37 retroactive date. Claims-made form coverage shall be maintained by the Contractor
38 for a minimum of 36 months following the Completion Date or earlier termination of
39 this Contract, and the Contractor shall annually provide the Contracting Agency with
40 proof of renewal. If renewal of the claims made form of coverage becomes
41 unavailable, or economically prohibitive, the Contractor shall purchase an extended
42 reporting period ("tail") or execute another form of guarantee acceptable to the
43 Contracting Agency to assure financial responsibility for liability for services
44 performed.
- 45
- 46 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
47 Umbrella Liability insurance policies shall be primary and non-contributory insurance
48 as respects the Contracting Agency's insurance, self-insurance, or self-insured pool

1 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained
2 by the Contracting Agency shall be excess of the Contractor's insurance and shall
3 not contribute with it.

4
5 E. The Contractor shall provide the Contracting Agency and all additional insureds with
6 written notice of any policy cancellation, within two business days of their receipt of
7 such notice.

8
9 F. The Contractor shall not begin work under the Contract until the required insurance
10 has been obtained and approved by the Contracting Agency

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

20
21 H. All costs for insurance shall be incidental to and included in the unit or lump sum
22 prices of the Contract and no additional payment will be made.

23
24 **1-07.18(2) Additional Insured**

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

- 28 ■ the Contracting Agency and its officers, elected officials, employees, agents, and
29 volunteers
- 30 ■ ***Water and Sewer Risk Management Pool***
- 31 ■ ***Sammamish Plateau Water and Sewer District***

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

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

42
43 **1-07.18(3) Subcontractors**

44 The Contractor shall cause each Subcontractor of every tier to provide insurance
45 coverage that complies with all applicable requirements of the Contractor-provided
46 insurance as set forth herein, except the Contractor shall have sole responsibility for
47 determining the limits of coverage required to be obtained by Subcontractors.

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

6 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
7 Agency evidence of insurance and copies of the additional insured endorsements of
8 each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
9

10 **1-07.18(4) Verification of Coverage**

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

19 Verification of coverage shall include:

- 20 1. An ACORD certificate or a form determined by the Contracting Agency to be
21 equivalent.
22 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
23 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
24 submit a copy of any blanket additional insured clause from its policies instead of a
25 separate endorsement.
26 3. Any other amendatory endorsements to show the coverage required herein.
27 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
28 these requirements – actual endorsements must be submitted.
29

30 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
31 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
32 required on this Project, a full and certified copy of that policy is required when the
33 Contractor delivers the signed Contract for the work.
34

35 **1-07.18(5) Coverages and Limits**

36 The insurance shall provide the minimum coverages and limits set forth below.
37 Contractor's maintenance of insurance, its scope of coverage, and limits as required
38 herein shall not be construed to limit the liability of the Contractor to the coverage
39 provided by such insurance, or otherwise limit the Contracting Agency's recourse to any
40 remedy available at law or in equity.
41

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

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

3
4 **1-07.18(5)A Commercial General Liability**

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

11
12 The Commercial General Liability insurance shall be endorsed to provide a per project
13 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

14
15 Contractor shall maintain Commercial General Liability Insurance arising out of the
16 Contractor's completed operations for at least three years following Substantial
17 Completion of the Work.

18
19 Such policy must provide the following minimum limits:

20	\$1,000,000	Each Occurrence
21	\$2,000,000	General Aggregate
22	\$2,000,000	Products & Completed Operations Aggregate
23	\$1,000,000	Personal & Advertising Injury each offence
24	\$1,000,000	Stop Gap / Employers' Liability each accident

25
26 **1-07.18(5)B Automobile Liability**

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

31
32 Such policy must provide the following minimum limit:

33	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

34
35 **1-07.18(5)C Workers' Compensation**

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

38
39 **1-07.23 Public Convenience and Safety**

40
41 **1-07.23(1) Construction Under Traffic**

42
43 Section 1-07.23(1) is supplemented with the following:

44
45 *(May 2, 2017 APWA GSP)*

1
2 Revise the third sentence of the second paragraph to read:

3
4 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
5 approved by the Contracting Agency activating pedestrian recall timing or other
6 accommodation may be allowed during construction.
7

8
9 Section 1-07.23(1) is supplemented with the following:

10
11 *(February 3, 2020 WSDOT GSP, OPTION 2)*
12

13 **Work Zone Clear Zone**

14 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The
15 WZCZ applies only to temporary roadside objects introduced by the Contractor's
16 operations and does not apply to preexisting conditions or permanent Work. Those work
17 operations that are actively in progress shall be in accordance with adopted and
18 approved Traffic Control Plans, and other contract requirements.
19

20 During nonworking hours equipment or materials shall not be within the WZCZ unless
21 they are protected by permanent guardrail or temporary concrete barrier. The use of
22 temporary concrete barrier shall be permitted only if the Engineer approves the
23 installation and location.
24

25 During actual hours of work, unless protected as described above, only materials
26 absolutely necessary to construction shall be within the WZCZ and only construction
27 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
28 allowed to stop or park on the shoulder of the roadway.
29

30 The Contractor's nonessential vehicles and employees private vehicles shall not be
31 permitted to park within the WZCZ at any time unless protected as described above.
32

33 Deviation from the above requirements shall not occur unless the Contractor has
34 requested the deviation in writing and the Engineer has provided written approval.
35

36 Minimum WZCZ distances are measured from the edge of traveled way and will be
37 determined as follows:
38

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

39
40 **Minimum Work Zone Clear Zone Distance**

1
2
3 Section 1-07.23(1) is supplemented with the following:
4

5 *(January 5, 2015 WSDOT GSP, OPTION 5)*
6

7 **Lane Closure Restrictions**
8

9 Lane closures are subject to the following restrictions:
10

11 Sahalee Way NE/228th Ave NE Corridor

- 12 • 9:30 am to 3:00 pm Monday through Friday
- 13 • 9:00 am to 6:00 pm Saturday
- 14

15 SR 202 Corridor

- 16 • 8:00 pm to 5:00 am Sunday through Thursday (nightly)
17

18 If the Engineer determines the permitted closure hours adversely affect traffic, the
19 Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in
20 writing of any change in the closure hours.
21

22 Lane closures are not allowed on any of the following:
23

- 24 1. A holiday,
- 25
- 26 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday
27 are considered a holiday weekend. A holiday weekend includes Saturday,
28 Sunday, and the holiday.
- 29
- 30 3. After ***12:00 PM (noon)*** on the day prior to a holiday or holiday weekend, and
31
- 32 4. Before ***10:00 AM*** on the day after the holiday or holiday weekend.
33

34
35 **1-07.24 Rights of Way**

36 *(July 23, 2015 APWA GSP)*

37 Delete this section and replace it with the following:
38

39 Street Right of Way lines, limits of easements, and limits of construction permits are
40 indicated in the Plans. The Contractor's construction activities shall be confined
41 within these limits, unless arrangements for use of private property are made.
42

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

1
2 Whenever any of the work is accomplished on or through property other than public
3 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of
4 any easement agreement obtained by the Contracting Agency from the owner of the
5 private property. Copies of the easement agreements may be included in the
6 Contract Provisions or made available to the Contractor as soon as practical after
7 they have been obtained by the Engineer.

8
9 Whenever easements or rights of entry have not been acquired prior to advertising,
10 these areas are so noted in the Plans. The Contractor shall not proceed with any
11 portion of the work in areas where right of way, easements or rights of entry have not
12 been acquired until the Engineer certifies to the Contractor that the right of way or
13 easement is available or that the right of entry has been received. If the Contractor
14 is delayed due to acts of omission on the part of the Contracting Agency in obtaining
15 easements, rights of entry or right of way, the Contractor will be entitled to an
16 extension of time. The Contractor agrees that such delay shall not be a breach of
17 contract.

18
19 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
20 This includes entry onto easements and private property where private
21 improvements must be adjusted.

22
23 The Contractor shall be responsible for providing, without expense or liability to the
24 Contracting Agency, any additional land and access thereto that the Contractor may
25 desire for temporary construction facilities, storage of materials, or other Contractor
26 needs. However, before using any private property, whether adjoining the work or
27 not, the Contractor shall file with the Engineer a written permission of the private
28 property owner, and, upon vacating the premises, a written release from the property
29 owner of each property disturbed or otherwise interfered with by reasons of
30 construction pursued under this contract. The statement shall be signed by the
31 private property owner, or proper authority acting for the owner of the private
32 property affected, stating that permission has been granted to use the property and
33 all necessary permits have been obtained or, in the case of a release, that the
34 restoration of the property has been satisfactorily accomplished. The statement shall
35 include the parcel number, address, and date of signature. Written releases must be
36 filed with the Engineer before the Completion Date will be established.

37 38 **1-08 PROSECUTION AND PROGRESS**

39
40 Add the following new section:

41 42 **1-08.0 Preliminary Matters** 43 *(May 25, 2006 APWA GSP)*

44
45 Add the following new section:

46 47 **1-08.0(1) Preconstruction Conference** 48 *(October 10, 2008 APWA GSP)*

1
2 Prior to the Contractor beginning the work, a preconstruction conference will be
3 held

4 between the Contractor, the Engineer and such other interested parties as may be
5 invited. The purpose of the preconstruction conference will be:

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

14
15 The Contractor shall prepare and submit at the preconstruction conference the
16 following:

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

20
21 Add the following new section:

22
23 **1-08.0(2) Hours of Work**
24 *(December 8, 2014 APWA GSP)*

25
26 Except in the case of emergency or unless otherwise approved by the Engineer, the
27 normal working hours for the Contract shall be any consecutive 8-hour period between
28 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the
29 Contractor desires different than the normal working hours stated above, the request
30 must be submitted in writing prior to the preconstruction conference, subject to the
31 provisions below. The working hours for the Contract shall be established at or prior to
32 the preconstruction conference.
33

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

36
37 If the Contractor wishes to deviate from the established working hours, the Contractor
38 shall submit a written request to the Engineer for consideration. This request shall state
39 what hours are being requested, and why. Requests shall be submitted for review no
40 later than 5 working days prior to the day(s) the Contractor is requesting to change the
41 hours.

42
43 If the Contracting Agency approves such a deviation, such approval may be subject to
44 certain other conditions, which will be detailed in writing. For example:

- 45 1. On non-Federal aid projects, requiring the Contractor to reimburse the
46 Contracting Agency for the costs in excess of straight-time costs for Contracting
47 Agency representatives who worked during such times. (The Engineer may

1 require designated representatives to be present during the work.
2 Representatives who may be deemed necessary by the Engineer include, but
3 are not limited to: survey crews; personnel from the Contracting Agency's
4 material testing lab; inspectors; and other Contracting Agency employees or third
5 party consultants when, in the opinion of the Engineer, such work necessitates
6 their presence.)

- 7 2. Considering the work performed on Saturdays, Sundays, and holidays as
- 8 working days with regard to the contract time.
- 9 3. Considering multiple work shifts as multiple working days with respect to contract
- 10 time even though the multiple shifts occur in a single 24-hour period.
- 11 4. If a 4-10 work schedule is requested and approved the non working day for the
- 12 week will be charged as a working day.
- 13 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met
- 14 and recorded properly on certified payroll

15
16 **1-08.1 Subcontracting**
17 *(December 19, 2019 APWA GSP, Option A)*

18
19 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor
20 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written
21 agreement between the Contractor and the subcontractor or between the subcontractor
22 and any lower tier subcontractor has been executed. This certification shall also
23 guarantee that these subcontract agreements include all the documents required by the
24 Special Provision Federal Agency Inspection.

25
26 A Subcontractor or lower tier Subcontractor will not be permitted to perform any work
27 under the contract until the following documents have been completed and submitted to
28 the Engineer:

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

32
33
34 The Contractor shall submit to the Engineer a completed Monthly Retainage Report
35 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress
36 payment until every Subcontractor and lower tier Subcontractor's retainage has been
37 released.

38
39 The ninth paragraph, beginning with "On all projects, ..." is revised to read:

40
41 The Contractor shall certify to the actual amount received from the Contracting
42 Agency and amounts paid to all firms that were used as Subcontractors, lower tier
43 subcontractors, manufacturers, regular dealers, or service providers on the Contract.
44 This includes all Disadvantaged, Minority, Small, Veteran or Women's Business
45 Enterprise firms. This Certification shall be submitted to the Engineer on a monthly
46 basis each month between Execution of the Contract and Physical Completion of the
47 Contract using the application available at: <https://wsdot.diversitycompliance.com>. A
48 monthly report shall be submitted for every month between Execution of the Contract

1 and Physical Completion regardless of whether payments were made or work
2 occurred.

3
4 **1-08.3 Progress Schedule**

5
6 **1-08.3(2)A Type A Progress Schedule**
7 *(March 13, 2012 APWA GSP)*

8
9 Revise this section to read:

10
11 The Contractor shall submit 5 copies of a Type A Progress Schedule no later than at
12 the preconstruction conference, or some other mutually agreed upon submittal time.
13 The schedule may be a critical path method (CPM) schedule, bar chart, or other
14 standard schedule format. Regardless of which format used, the schedule shall
15 identify the critical path. The Engineer will evaluate the Type A Progress Schedule
16 and approve or return the schedule for corrections within 15 calendar days of
17 receiving the submittal.

18
19 **1-08.4 Prosecution of Work**

20
21 Delete this section and replace it with the following:

22
23 **1-08.4 Notice to Proceed and Prosecution of Work**
24 *(July 23, 2015 APWA GSP)*

25
26 Notice to Proceed will be given after the contract has been executed and the contract
27 bond and evidence of insurance have been approved and filed by the Contracting
28 Agency. The Contractor shall not commence with the work until the Notice to
29 Proceed has been given by the Engineer. The Contractor shall commence
30 construction activities on the project site within ten days of the Notice to Proceed
31 Date, unless otherwise approved in writing. The Contractor shall diligently pursue
32 the work to the physical completion date within the time specified in the contract.
33 Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
34 Contractor of the responsibility to complete the work within the time(s) specified in
35 the contract.

36
37 When shown in the Plans, the first order of work shall be the installation of high
38 visibility fencing to delineate all areas for protection or restoration, as described in
39 the Contract. Installation of high visibility fencing adjacent to the roadway shall occur
40 after the placement of all necessary signs and traffic control devices in accordance
41 with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the
42 Engineer to inspect the fence. No other work shall be performed on the site until the
43 Contracting Agency has accepted the installation of high visibility fencing, as
44 described in the Contract.

45
46 **1-08.5 Time for Completion**
47 *(March 13, 1995 WSDOT GSP, OPTION 7)*
48

1 Section 1-08.5 is supplemented with the following:
2

3 This project shall be physically completed within *** 50 *** working days.
4

5
6 *(November 30, 2018 APWA GSP, Option B)*
7

8 Revise the third and fourth paragraphs to read:
9

10 Contract time shall begin on the first working day following the 30th calendar day
11 after the Notice to Proceed date. If the Contractor starts work on the project at an
12 earlier date, then contract time shall begin on the first working day when onsite work
13 begins.
14

15 Each working day shall be charged to the contract as it occurs, until the contract
16 work is physically complete. If substantial completion has been granted and all the
17 authorized working days have been used, charging of working days will cease. Each
18 week the Engineer will provide the Contractor a statement that shows the number of
19 working days: (1) charged to the contract the week before; (2) specified for the
20 physical completion of the contract; and (3) remaining for the physical completion of
21 the contract. The statement will also show the nonworking days and any partial or
22 whole day the Engineer declares as unworkable. Within 10 calendar days after the
23 date of each statement, the Contractor shall file a written protest of any alleged
24 discrepancies in it. To be considered by the Engineer, the protest shall be in
25 sufficient detail to enable the Engineer to ascertain the basis and amount of time
26 disputed. By not filing such detailed protest in that period, the Contractor shall be
27 deemed as having accepted the statement as correct. If the Contractor is approved
28 to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the
29 week in which a 4-10 shift is worked would ordinarily be charged as a working day,
30 then the fifth day of that week will be charged as a working day whether or not the
31 Contractor works on that day.
32

33 Revise the sixth paragraph to read:
34

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

- 39
- 40 1. The physical work on the project must be complete; and
 - 41 2. The Contractor must furnish all documentation required by the contract and
42 required by law, to allow the Contracting Agency to process final acceptance of
43 the contract. The following documents must be received by the Project Engineer
44 prior to establishing a completion date:
 - 45 a. Certified Payrolls (per Section 1-07.9(5)).
 - 46 b. Material Acceptance Certification Documents
 - 47 c. Monthly Reports of Amounts Credited as DBE Participation, as required by
the Contract Provisions.

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

1-08.6 Suspension of Work
(January 2, 2018 WSDOT GSP, OPTION 2)

Section 1-08.6 is supplemented with the following:

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time will be suspended upon physical completion of all critical work except that work dependent upon the below listed critical materials:

- Communication Infrastructure
- Communication Cables and Interfaces
- Adaptive Signal Control Technology (ASCT) Equipment

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 120 calendar days after execution by the Contracting Agency, whichever occurs first.

1-08.9 Liquidated Damages
(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the 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, the formula for

1 liquidated damages shown above will not apply. For overruns in Contract time
2 occurring after the Substantial Completion Date, liquidated damages shall be
3 assessed on the basis of direct engineering and related costs assignable to the
4 project until the actual Physical Completion Date of all the Contract Work. The
5 Contractor shall complete the remaining Work as promptly as possible. Upon request
6 by the Project Engineer, the Contractor shall furnish a written schedule for
7 completing the physical Work on the Contract.
8
9

10 **1-09 MEASUREMENT AND PAYMENT**

11 **1-09.6 Force Account**

12 *(October 10, 2008 APWA GSP)*
13
14

15 Supplement this section with the following:
16

17 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
18 all items to be paid per force account, only to provide a common proposal for Bidders.
19 All such dollar amounts are to become a part of Contractor's total bid. However, the
20 Contracting Agency does not warrant expressly or by implication, that the actual amount
21 of work will correspond with those estimates. Payment will be made on the basis of the
22 amount of work actually authorized by Engineer.
23

24 **1-09.9 Payments**

25 *(March 13, 2012 APWA GSP)*
26
27

28 Delete the first four paragraphs and replace them with the following:
29

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

32 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
33 Preconstruction Conference, to enable the Project Engineer to determine the Work
34 performed on a monthly basis. A breakdown is not required for lump sum items that
35 include a basis for incremental payments as part of the respective Specification.
36 Absent a lump sum breakdown, the Project Engineer will make a determination
37 based on information available. The Project Engineer's determination of the cost of
38 work shall be final.
39

40 Progress payments for completed work and material on hand will be based upon
41 progress estimates prepared by the Engineer. A progress estimate cutoff date will
42 be established at the preconstruction conference.
43

44 The initial progress estimate will be made not later than 30 days after the Contractor
45 commences the work, and successive progress estimates will be made every month
46 thereafter until the Completion Date. Progress estimates made during progress of

1 the work are tentative, and made only for the purpose of determining progress
2 payments. The progress estimates are subject to change at any time prior to the
3 calculation of the final payment.
4

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

- 6 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable
7 units of work completed multiplied by the unit price.
- 8 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump
9 sum breakdown for that item, or absent such a breakdown, based on the
10 Engineer's determination.
- 11 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job
12 site or other storage area approved by the Engineer.
- 13 4. Change Orders — entitlement for approved extra cost or completed extra work
14 as determined by the Engineer.
15

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

- 17 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 18 2. The amount of progress payments previously made; and
- 19 3. Funds withheld by the Contracting Agency for disbursement in accordance with
20 the Contract Documents.
21

22 Progress payments for work performed shall not be evidence of acceptable
23 performance or an admission by the Contracting Agency that any work has been
24 satisfactorily completed. The determination of payments under the contract will be
25 final in accordance with Section 1-05.1.
26
27

28 **1-09.9(1) Retainage**

29 *(June 27, 2011 WSDOT GSP, OPTION 1)*
30

31 Section 1-09.9(1) content and title is deleted and replaced with the following:
32

33 **Vacant**
34

35 **1-09.11 Disputes and Claims**

36 **1-09.11(3) Time Limitation and Jurisdiction**

37 *(November 30, 2018 APWA GSP)*
38
39

40 Revise this section to read:
41

42 For the convenience of the parties to the Contract it is mutually agreed by the parties
43 that any claims or causes of action which the Contractor has against the Contracting
44 Agency arising from the Contract shall be brought within 180 calendar days from the
45 date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency;
46 and it is further agreed that any such claims or causes of action shall be brought only

1 in the Superior Court of the county where the Contracting Agency headquarters is
2 located, provided that where an action is asserted against a county, RCW 36.01.050
3 shall control venue and jurisdiction. The parties understand and agree that the
4 Contractor's failure to bring suit within the time period provided, shall be a complete
5 bar to any such claims or causes of action. It is further mutually agreed by the parties
6 that when any claims or causes of action which the Contractor asserts against the
7 Contracting Agency arising from the Contract are filed with the Contracting Agency
8 or initiated in court, the Contractor shall permit the Contracting Agency to have timely
9 access to any records deemed necessary by the Contracting Agency to assist in
10 evaluating the claims or action.

11 12 13 **1-09.13 Claims Resolution**

14 15 **1-09.13(3) Claims \$250,000 or Less** 16 *(October 1, 2005 APWA GSP)*

17
18 Delete this Section and replace it with the following:

19
20 The Contractor and the Contracting Agency mutually agree that those claims that total
21 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
22 nonbinding ADR processes, shall be resolved through litigation unless the parties
23 mutually agree in writing to resolve the claim through binding arbitration.

24 25 **1-09.13(3)A Administration of Arbitration** 26 *(November 30, 2018 APWA GSP)*

27
28 Revise the third paragraph to read:

29
30 The Contracting Agency and the Contractor mutually agree to be bound by the
31 decision of the arbitrator, and judgment upon the award rendered by the arbitrator
32 may be entered in the Superior Court of the county in which the Contracting
33 Agency's headquarters is located, provided that where claims subject to arbitration
34 are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of
35 the Superior Court. The decision of the arbitrator and the specific basis for the
36 decision shall be in writing. The arbitrator shall use the Contract as a basis for
37 decisions.

38 39 40 **1-10 TEMPORARY TRAFFIC CONTROL**

41 42 **1-10.2 Traffic Control Management**

43 44 **1-10.2(1) General** 45 *(January 3, 2017 WSDOT GSP, OPTION 1)*

46
47 Section 1-10.2(1) is supplemented with the following:
48

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

4
5 The Northwest Laborers-Employers Training Trust
6 27055 Ohio Ave.
7 Kingston, WA 98346
8 (360) 297-3035
9

10 Evergreen Safety Council
11 12545 135th Ave. NE
12 Kirkland, WA 98034-8709
13 1-800-521-0778
14

15 The American Traffic Safety Services Association
16 15 Riverside Parkway, Suite 100
17 Fredericksburg, Virginia 22406-1022
18 Training Dept. Toll Free (877) 642-4637
19 Phone: (540) 368-1701
20

21 **1-10.2(2) Traffic Control Plans**

22
23 Supplement Section 1-10.2(2) with the following:

24
25 (*****)

26 The minimum lane widths through traffic control zones shall be ten feet with a
27 minimum shy distance of one foot to any pavement edge, shoulder obstruction, or traffic
28 control device.
29

30 **1-10.4 Measurement**

31 *(August 2, 2004 WSDOT GSP, OPTION 1)*

32
33 ***Lump Sum Bid for Project (No Unit Items)***

34
35 Section 1-10.4(1) is supplemented with the following:

36
37 The proposal contains the item "Project Temporary Traffic Control", lump sum. The
38 provisions of Section 1-10.4(1) shall apply.

1 **Division 8 – Miscellaneous Construction**

2
3 **8-14 CEMENT CONCRETE SIDEWALKS**

4
5 **8-14.3 Construction Requirements**

6
7 Section 8-14.3 is supplemented with the following:

8
9 *(April 3, 2017 WSDOT GSP)*

10 The Contractor shall request a pre-construction meeting with the Engineer to be held 2
11 to 5 working days before any work can start on cement concrete sidewalks, curb ramps
12 or other pedestrian access routes to discuss construction requirements. Those attending
13 shall include:

- 14
15 1. The Contractor and Subcontractor in charge of constructing forms, and placing,
16 and finishing the cement concrete.
17 2. Engineer (or representative) and Project Inspectors for the cement concrete
18 sidewalk, curb ramp or pedestrian access route Work.

19
20 Items to be discussed in this meeting shall include, at a minimum, the following:

- 21 1. Slopes shown on the Plans.
22 2. Inspection
23 3. Traffic control
24 4. Pedestrian control, access routes and delineation
25 5. Accommodating utilities
26 6. Form work
27 7. Installation of detectable warning surfaces
28 8. Contractor ADA survey and ADA Feature as-built requirements
29 9. Cold Weather Protection

30
31 **8-20 ILLUMINATION, TRAFFIC SIGNALS SYSTEM, INTELLIGENT**
32 **TRANSPORTATION SYSTEMS, AND ELECTRICAL**

33
34 **8-20.1 Description**

35 *(*****)*

36
37 Section 8-20.1 is supplemented with the following:

38
39 ***Intelligent Transportation System (ITS)***

40 The work for ITS is separated into two distinct corridors (Schedule A – City of
41 Sammamish, Schedule B – WSDOT) for this project which are noted in the bid schedule.
42 Only one of the corridors, Sahalee Way NE/228th Ave NE (Schedule A) includes the
43 Adaptive Signal Control Technology (ASCT) Equipment. The areas of work are
44 described below:

- 45
46 a. Communication Infrastructure
47 b. Communication Cables and Interfaces
48 c. Adaptive Signal Control Technology (ASCT) Equipment

1
2 **Communication Infrastructure**

3 This work shall consist of furnishing and installing the facilities used to physically and
4 mechanically accommodate the communication components of the ITS System. The
5 Contractor shall be responsible for interfacing with the existing communications
6 infrastructure and satisfying system compatibility with the existing facilities and this
7 proposed communications infrastructure extension. Conduit shall be supplied as a
8 system from a single manufacturer providing all of the steel and PVC conduit; all
9 required fittings, terminations, and other installation accessories; all in accordance with
10 the Plans, the Standard Specifications and these Special Provisions.

11
12 **Communication Cables and Interfaces**

13 This work shall consist of furnishing, installing and testing all materials and equipment
14 necessary to complete in place the communication cable and interface system and,
15 when specified, the modification of an existing system.

16
17 **Adaptive Signal Control Technology (ASCT) Equipment**

18 This work shall consist of furnishing materials and equipment necessary to provide a
19 complete and operable Adaptive Signal Control Technology (ASCT) system, integrated
20 into the existing traffic signal controller equipment. Rhythm engineers will provide
21 installation oversight and equipment configuration support. Work includes installation of
22 Rhythm InSync adaptive signal control cabinet equipment and associated, system
23 approved video detection cameras at the following two intersections:

- 24
25 1. 228th Ave NE & NE 25th Way
26 2. Sahalee Way NE & NE 37th Way
27

28
29 **8-20.2 Materials**

30
31 **8-20.2(1) Equipment List and Drawings**

32 (*****)
33

34 Section 8-20.2(1) is supplemented with the following:
35

36 **ITS Equipment**

37 The Contractor shall contact the manufacturer of the ITS equipment and verify that the
38 specified model is still current and available. The Contractor shall provide that
39 information to the Engineer 15 working days prior to ordering the ITS equipment. When
40 submitting material lists for approval, the Contractor shall identify all revisions or
41 changes to manufacturer names, component names, and model numbers listed in these
42 Special Provisions. The Contractor shall also include a brief justification for the revision
43 or change. The Engineer will verify that the model numbers for the equipment are still
44 compatible with the Northwest Region ITS, City of Sammamish infrastructure.

45
46 If the model number for the specified equipment has been discontinued, the Contractor
47 shall furnish the manufacturer's latest model that is equivalent to the discontinued model
48 at no additional cost to Contracting Agency.
49

50 Section 8-20.2 is supplemented with the following:

1
2 **Communication Infrastructure**

3
4 **8-20.2(2) (9-29.1) Conduit, Innerduct, and Outerduct**
5 (*****)

6
7 Section 9-29.1 is supplemented with the following:

8
9 **Conduit Sealing**

10 Cabinet conduit sealing shall be one of the following:

- 11
12 1. Duo-fill 400 – self expanding waterproof foam
13 2. Jackmoon – Triplex Duct Plugs
14 3. O-Z Gedney – Conduit Sealing Bushings
15

16 Mechanical plugs shall be installed per manufacturer’s recommendations.

17
18 **8-20.2(3) (9-29.1(2)) Rigid Metal Conduit Fittings and Appurtenances**
19 (*****)

20
21 Section 9-29.1(2) is supplemented with the following:

22
23 **Conduit Coatings**

24 Electroplated couplings are not allowed.

25
26 **Surface Mounting Conduit Attachment Components**

27 Channel supports and all fastening hardware components shall be Type 304 stainless
28 steel. Conduit clamps shall be one piece, two bolt units with lock washers.

29
30 **8-20.2(4) (9-29.2(2)) Cable Vaults and Pull Boxes**
31 (*****)

32
33 Section 9-29.2(2) is supplemented with the following:

34
35 Cable vaults and pull boxes shall meet AASHTO M-199, H-20 or H-35 loading
36 requirements. Cable vaults and pull boxes installed in paved shoulders or lanes that will
37 be subjected to vehicular traffic during any phase of this contract or as specified in the
38 Plans shall meet H-35 loading requirements. Cable vaults and pull boxes shall be
39 fabricated in accordance with ASTM C857-83 and C858-83. All cable vaults and pull
40 boxes shall include the following provisions:

- 41
42 1. A sump 6 inches in diameter by 2 inches in depth with a 1-inch diameter drain
43 hole in the center of the sump.
44
45 2. Cable pulling irons positioned to afford bi-directional cable installation through the
46 cable vault or pull box.
47
48 3. Factory installed knock-outs for conduit entry.
49
50 4. All cable racking hardware shall be stainless steel.

- 1
2 5. Cable vaults meeting H-20 requirements shall have a hinged and spring-assisted
3 double steel plate cover. Cable vaults and pull boxes meeting H-35 requirements
4 shall have round cast iron lids. Pull boxes meeting H-20 requirements shall have
5 a hinged, single plate cover. All cable vault and pull box covers shall be ADA
6 compliant and marked with ITS legend according to Standard Plan J-11a.
7

8 Above ground pull boxes shall be a minimum 16 inches wide, 16 inches high and 8
9 inches deep, unless otherwise specified in the Plans. Above-ground boxes shall be
10 fabricated in accordance with NEMA 4X designation for stainless steel enclosures. Pull
11 boxes shall be equipped with a removable front panel for access to all conduits. The
12 front panel shall be hinged and the entire pull box shall be fabricated from stainless
13 steel.
14

15 **8-20.2(5) (9-29.2(2)A) Standard Duty Cable Vaults and Pull Boxes**
16 **(*****)**
17

18 Section 9-29.2(2)A is supplemented with the following:
19

20 **Concrete Junction Boxes**

21 Both the slip-resistant lid and slip-resistant frame shall be treated with Mebac#1 as
22 manufactured by IKG industries, or SlipNOT Grade 3-coarse as manufactured by W.S.
23 Molnar Co. Where the exposed portion of the frame is ½ inch wide or less the slip-
24 resistant treatment may be omitted on that portion of the frame. The slip-resistant lid
25 shall be identified with permanent marking on the underside indicating the type of
26 surface treatment (“M1” for Mebac#1; or “S3” for SlipNOT Grade 3-coarse) and the year
27 manufactured. The permanent marking shall be 1/8 inch line thickness formed with a
28 mild steel weld bead.
29

30 **8-20.2(6) (9-29.2(4)) Cover Markings**
31 **(*****)**
32

33 Section 9-29.2(4) is supplemented with the following:
34

35 **Concrete Junction Boxes**

36 Junction boxes shall be marked “WSDOT” when the junction boxes are to be installed as
37 part of a future raceway system in a bridge structure, vehicle barrier, pedestrian barrier,
38 or roadway crossing and the future raceway system is not connected to an illumination,
39 signal, interconnect, or ITS raceway system.
40

41 Junction boxes, pull boxes and cable vaults containing only Traffic Signal Interconnect
42 (fiber optics) cable shall be marked or embossed with the legend “COMM”.
43

44 **8-20.2(7) (New Section)**
45 **(NWR ITS February 11, 2002)**
46

47 **Fiber Optic Cable Lubricant**

48 Fiber optic cable lubricant shall be as follows:
49

- 50
 - Compatible with the cable jacket

- Non-combustible
- Water-based leaving little or no residue

Communication Cables and Interfaces

8-20.2(8) (New Section)
 (*****)

Preterminated Patch Panel

A wiring diagram shall be supplied with each patch panel. The wiring diagram shall identify each fiber terminated in the distribution panel using the fiber optic cable labeling method as specified later in these provisions. The wiring diagram shall be placed in a plastic sheet protector next to the distribution panel.

The Contractor shall provide, install and connect preterminated patch panels as shown in the Plans. The panels shall be manufactured by Wesco/CSC – Communications Supply Corp. Outside plant cable meeting ITU G652.D and G694.2 shall be utilized for the stubs on all preterminated patch panels and the Contractor shall confirm with the manufacturer that the length of each stub is sufficient for the needs at each location. All openings in the patch panels shall be plugged by the manufacturer. Connections shall be LC\UPC type and shall be terminated by the manufacturer.

Equipment Model Numbers (for use in cabinets):

Description	Part Numbers (Both parts are required)
12-Port Preterminated Patch Panel	ADC12CLCXXXMCD00, and FL2-ACC0071
24-Port Preterminated Patch Panel	ADC24CLCXXXMCD00, and FL2-ACC0072
48-Port Preterminated Patch Panel	ADC48CLCXXMCD00, and FL2-ACC0072
72-Port Preterminated Patch Panel	ADC72CLCXXXMCC00, and FL2-ACC0073
96-Port Preterminated Patch Panel	ADC96CLCXXXMCC00, and FL2-ACC0074

Equipment Model Numbers (For concrete or underground Hubs):

Description	Part Numbers (Both parts are required)
48-Port Preterminated Patch Panel	ADC48CLCXXXDU00, and FL2-ACC0072
72-Port Preterminated Patch Panel	ADC72CLCXXXMDU00, and FL2-ACC0073
96-Port Preterminated Patch Panel	ADC96CLCXXXMDU00, and FL2-ACC0074

1 Note: The stub length for each panel (XXX in the part number, in meters) shall be
2 determined by the Contractor for each location and shall include 50 feet of slack
3 (minimum) in the cable vault, unless otherwise noted in the Plans.
4

5 **Manufacturer Information:**

6
7 Wesco/CSC – Communications Supply Corp.
8 951 Monster Road
9 Renton, WA 98057
10 Tel: (425) 203 – 7881
11 Fax: (425) 793 – 5448
12

13 **8-20.2(9) (New Section)**
14 **(NWR ITS August 12, 2013)**

15
16 **Fiber Optic Connector**

17 Unless otherwise noted in the Plans, all fiber optic connectors used on this project shall
18 meet the following:
19

20 All shall be LC/UPC (55dB) in accordance with Telcordia 6R-326
21 All shall be factory-connectorized.
22

23 **8-20.2(10) (New Section)**
24 **(*****)**

25
26 **Fiber Optic Splice Closure**

27 All fiber optic splice closures shall be re-enterable and reusable and be designed for use
28 on fiber optic cables in an underground, submerged environment. Splice closures shall
29 meet the following requirements:
30

- 31 • Rated for 1310 and 1550 nanometer wavelengths.
 - 32 • Contain a valve to allow pressurization of the housing.
- 33

34 Fiber optic splice closures installed in a pull box shall meet the above requirements, be a
35 maximum of 18 inches in length, and have all cables enter the same end of the closure.
36

37 **8-20.2(11) (New Section)**
38 **(*****)**

39
40 **Ethernet Communication Equipment**

41 Ethernet communication equipment shall be manufactured by RuggedCom, Inc. and
42 installed in each cabinet and Communication Hub as shown in the Plans. Equipment
43 shall be conformal coated and include a power cord.
44

45 1. Equipment Model Numbers

46	8-port Ethernet Switch	RS900-HI-D-L2-L2-00
47	9-port Ethernet Switch	RS900-HI-D-L2-L2-L2
48	10-port Gigabit Ethernet Switch	RS900G-HI-D-2LC25
49	19-port Gigabit Ethernet Switch	RSG2100-F-RM-HIP-HIP-

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	TX01-TX01-TX01-TX01- CG01-TX01-FX06-C01 RS910-HI-D-S1-FX06-TX RMC30-HI
Ethernet Switch with Device Server Cabinet Device Server	
Conformal Coating Power Cord	82-01-0002 43-10-0008

2. Manufacturer

RuggedCom, Inc.
30 Whitmore Rd
Woodbridge, Ontario, Canada L4L 7Z4
Tel: (905) 856-5288 Fax: (905) 856-1995
Toll Free: (888) 264-0006
www.ruggedcom.com

8-20.2(12) (9-29.3) Fiber Optic Cable, Electrical Conductors, and Cable
(*****)

Section 9-29.3 is supplemented with the following:

Communication Cables And Interfaces Quality Assurance

All materials described in this section shall meet or exceed the applicable provisions of the following documents:

1. CFR Title 7, Section 1755.900, RUS Specification for Filled Fiber Optic Cables
2. ANSI, C8.47-1983, American National Standard for Polyolefin-insulated Thermoplastic Jacketed Communication Cables
3. TIA/EIA-455-28-C, Method for Measuring Tensile Failure Point of Optical Waveguide Fibers
4. TIA/EIA-455-34-A, Interconnection Device Insertion Loss Test
5. TIA/EIA-455-95-A, Absolute Optical Power Test for Optical Fibers and Cables
6. EIA-598-B, Color Standard for Optical Fibers

8-20.2(13) (9-29.3(1)) Fiber Optic Cable
(*****)

Section 9-29.3(1) is supplemented with the following:

Fiber Optic Cable

The Contractor shall provide manufacturer's certification that the submitted cable shall comply with the Rural Utilities Service (RUS) Specification 1755.900 as currently amended and with the requirements set forth in this Special Provision. Any deviations from these specifications shall be conspicuously noted in the Contractor's submittal.

1
2 Each fiber optic cable shall contain the total number of optical fibers as specified in the
3 Plans. For all cables, the fibers shall be placed in loose buffer tubes in groups of 12.
4

5 The fiber optic cable outer jacket shall be marked with the manufacturer's name, the
6 year of manufacture, the words OPTICAL CABLE and sequential meter marks. The
7 markings shall be repeated every one meter. The actual length of the cable shall be
8 within +/- 0.1% of the length marking. The marking shall be in contrasting color to the
9 jacket. The marking shall be 2.5mm in height and shall be permanent and
10 weatherproof.
11

12 The tubes shall be surrounded by dry moisture blocking filling compound or tape. The
13 tubes may be filled with dry moisture blocking powder surrounding the fibers.
14

15 The cable shall be constructed with the following components:
16

- 17 1. A dielectric central strength member
- 18
- 19 2. Buffer tubes containing optical fibers
- 20
- 21 3. Aramid (Kevlar) yarn
- 22
- 23 4. Outer MDPE jacket
- 24

25 The Contractor shall provide all materials required for the installation and splicing of the
26 specified communications cables, power cables and associated interface devices.
27

28 The Contractor shall provide an unconditional warranty on all installed cable for a
29 period of one (1) year.
30

31 At the request of the Engineer, the Contractor shall submit a 3-foot sample cable
32 section to the Engineer for approval for each type of cable to be provided.
33

34 **8-20.2(14) (9-29.3(1)A) Singlemode Fiber Optic Cable**
35 **(*****)**
36

37 Section 9-29.3(1)A is supplemented with the following:
38

39 Optical fiber shall meet the requirements of ITU G652 and specifically meet ITU G652.D
40 Attributes. The fibers shall support the transmission of wavelengths for Coarse
41 Wavelength Division Multiplexing (CWDM) as defined in ITU G694.2.
42

43 **8-20.2(15) (9-29.3(2) Electrical Conductors and Cable**
44 **(*****)**
45

46 Section 9-29.3(2) is supplemented with the following:
47

48 **9-29.3(2) J Outdoor Rated Category 6 Cable**
49

50 A Category 6 outside plant rated cable shall be provided for connecting cameras to
51 cabinets. The cable shall contain four twisted pairs of #23 or 24AWG solid bare copper

1 wire. Each pair shall be uniquely color coded with a Thermoplastic polyolefin jacket.

2
3 The cable outer jacket shall be Polyolefin with a minimum wall thickness of 0.040". The
4 cable shall consist of water blocking material in the cable interstices for moisture
5 protection.

6
7 The cable shall have a voltage rating of 300V.

8
9 The cable shall be UL listed. It shall support up to IEEE 802.3 1000Base-T Ethernet and
10 IEEE 802.3af for power over Ethernet.

11
12 The cable shall be terminated on each end with a Category 6 rated RJ45 connector.
13 Category 6 cable, RJ-45 connectors and crimping tool requires approval from Rhythm
14 Engineering. Follow the manufacturer's instructions to insure proper connection of
15 equipment.

16
17 **8-20.2(16) (New Section)**

18 (*****)

19
20 **Cabinet Wiring**

21 Cabinet wiring shall conform to the details and diagrams in the Plans. The Contractor
22 shall trim wiring to eliminate all slack and lace or bind together with nylon wraps or
23 equal. All terminals shall be labeled. The cabinet shall be wired completely so that the
24 only requirement to make a field location completely operational is to connect field,
25 power and ground wires to appropriate terminals.

26
27
28 ***Adaptive Signal Control Technology (ASCT) Equipment***

29
30 **8-20.2(17) (New Section)**

31 (*****)

32
33 **Adaptive Signal Control Technology System**

34
35 **System Components**

36 The system shall be the InSync video detection/traffic adaptive signal control
37 system manufactured by and procured from Rhythm Engineering. The system
38 components shall consist of, but not limited to, color video cameras enclosed in
39 secure housings, processing units, software and license for system control via a
40 web browser such as the Microsoft Internet Explorer on any authorized computer,
41 switches with the capability of independently networking a minimum of 4 video
42 cameras, pedestrian modules, Ethernet repeaters, and field monitor/keyboards.
43 The system shall accept and use input from video vehicle detectors, pedestrian
44 push buttons, and emergency vehicle preemption sensors at each intersection. The
45 City will provide internet access at the existing computer terminal in City Hall,
46 which will be connected to the traffic signal network by a fiber optic connection to
47 the signal controller at SE 8th Street.

48
49 **Video Detection Camera and Housing**

50 The contractor shall furnish and install video detection camera, camera housing

1 and all associated equipment necessary to ensure a fully functioning system.

2
3 Equipment Model Number:

4 Samsung Camera SNZ6320

5
6
7 Camera Housing UHO Outdoor Camera Housing

8
9 The contractor shall coordinate with Rhythm Engineering before the purchase of
10 the equipment to confirm the model numbers are compatible with their In-Sync
11 ASCT system.

12
13 **Video Detection Camera Mount**

14 Contractor shall furnish and install, Pelco Products manufactured, camera
15 mounting equipment listed below. Contractor to consult with Rhythm Engineering
16 to confirm the length of the mounting pole.

- 17
18
 - Camera Bracket – Pelco SH-0514
 - Astro-Brac Pole – Pelco AB2003
 - Actro-Brac Clamp Kit – Pelco AB3009

19
20
21
22
23
24 In case of above-mentioned models being discontinued by Pelco Products, the
25 contractor shall, before ordering, confirm with Rhythm Engineering whether the
26 newer models will be compatible with their video detection camera.

27
28 **Traffic Adaptive Signal Control**

29 Locate the traffic adaptive control module within the processor. The processor is
30 required to communicate with neighboring processors over an Ethernet network.

31
32 Rhythm Engineering shall configure the traffic adaptive signal control system for
33 the most optimal operation of the arterial or arterial network. Traffic flow and
34 anomalous traffic conditions will be programmed into the traffic adaptive signal
35 control system.

36
37 Ensure that parameters for the traffic adaptive signal control are capable of
38 being configured remotely over the Ethernet network. Control application to be
39 capable of being loaded on a computer with Microsoft Windows operating system.
40 The software requires the display traffic signal green status and up to 20 camera
41 views.

42
43 Install the traffic adaptive control system in the controller assembly as
44 recommended by the manufacturer and as documented in the installation
45 materials.

46
47 A factory certified representative from Rhythm will be on-site for a minimum of two
48 days during installation and to confirm proper installation and activation of the
49 adaptive controls.

1 **Warranty**

2 The Adaptive Traffic Signals system shall have a warranty to be free of defects in
3 material workmanship for a minimum of two years from the date of installation and
4 confirmation of a fully operating system.

5
6 **Maintenance and Support**

7 Replacement parts shall be available for delivery within 30 days of an order at the
8 supplier’s current pricing.

9
10 Rhythm Engineering shall provide an ongoing program of technical support for the traffic
11 adaptive control system. This technical support shall be available via telephone, or via
12 personnel sent to the installation site upon placement of an order at the suppliers then
13 current pricing and terms of sale for on-site technical support services.

14
15 **Training**

16 Before or during the 60-Day Test, Rhythm Engineering shall provide a minimum of
17 eight hours of training to a minimum of 10 people in the operation, setup and
18 maintenance of the traffic adaptive control system.

19
20 **8-20.3 Construction Requirements**

21
22 **8-20.3(1) General**

23 (*****)

24
25 Section 8-20.3(1) is supplemented with the following:

26
27 Contractor shall furnish a tent to protect cabinet and cabinet equipment when working
28 during precipitation weather conditions. This is incidental to the equipment installation and
29 shall be paid under lump sum item “Communication Cables and Interfaces Installation”.
30 No separate payment will be made under any other bid item.

31
32 **Existing System Disruption and Restoration**

33 The Contractor shall use every precaution to ensure that no contract work causes
34 disruptions to the existing systems, except those disruptions that are planned and
35 approved in advance, as defined herein.

36
37 Existing systems include, but are not limited to, the following:

- 38
39 1. All traffic signal controllers and CCTV systems within the project
40 construction limits.
41
42 2. Fiber Optic and TWP data communication system connecting the traffic signal
43 controllers.

44
45 **Planned Disruptions**

46 Contract work may require disruptions to existing systems, circuits, and equipment. The
47 Contractor shall schedule the work and predetermine the affected system(s), extent,
48 start time, and duration of planned disruptions. Planned disruptions shall be scheduled
49 between the hours of 8 P.M. and 4 A.M. If traffic control is required for this work, the

1 Contractor shall also adhere to the allowable closure hours listed in the Special
2 Provisions. Failure of the Contractor to restore disrupted systems and equipment prior
3 to 4 A.M will constitute an unplanned disruption, and the "Restoration Procedure" below
4 will apply.
5

6 **Requirements**

7 Twenty-one (21) calendar days prior to planned disruptions of any existing system,
8 circuit, or equipment, the Contractor shall submit to the Engineer for approval a written
9 Disruption Request. Each Disruption Request shall include the system(s) to be affected,
10 the disruption start date and time, and the estimated duration required. The Contractor
11 shall submit a separate, numbered Disruption Request for each planned disruption.
12 Disruption Request approval or rejection will be returned to the Contractor in writing by
13 the Engineer at least seven (7) calendar days prior to the proposed start of the
14 disruption. The Engineer may reject a requested time or duration and verbally
15 recommend an alternate time or duration agreeable to both the Contractor and the City
16 of Sammamish.
17

18 **Restoration Procedure**

19 Any unplanned disruptions determined by the Engineer to be caused by the actions of
20 the Contractor or the Contractor's representative(s) shall be corrected by the Contractor
21 at no additional cost to the City of Sammamish. Upon the occurrence of an unplanned
22 disruption and subsequent notification by the Engineer, the Contractor shall
23 immediately stop all other ITS work in progress, in accordance with Section 1-08.6,
24 and shall expend all efforts to restore the disrupted system(s) or correct the problem
25 causing the disruption. The Contractor will not be granted an extension of time for
26 delays caused by the repair of disrupted systems.
27

28 **ITS System Order of Work**

29 *(NWR ITS October 4, 2004)*
30

31 The Contractor shall submit for review and approval a proposal for accomplishing the
32 ITS work to the Engineer.
33

34 The proposal shall be approved before any ITS fieldwork begins. The proposal shall
35 include a critical path for ITS construction which shows dates of disconnection,
36 reconnection, and installation of the following ITS components as applicable to this
37 contract:
38

- 39 1. Communication Infrastructure
- 40 2. Communication Cables and Interfaces
- 41 3. Adaptive Signal Control Technology (ASCT) Equipment
- 42
- 43
- 44

45 The critical path shall also indicate all roadway lane shifts or closures that will be in
46 effect during ITS construction.
47

48 **Removal and Delivery of Existing ITS Equipment**

49 *(NWR ITS February 23, 2009)*
50

1 Where identified in the Plans, the Contractor shall remove and deliver the existing
2 devices to the City of Sammamish, to a location designated by the Engineer.

3
4 Five days written advance notice shall be given to the Engineer. Delivery shall occur
5 between the hours of 8:00 a.m. and 1:00 p.m. Monday- Friday. Material will not be
6 accepted without the required advance notice.

7
8 Equipment damaged during removal or delivery shall be repaired or replaced to the
9 Engineer's satisfaction at no cost to the City of Sammamish.

10
11 **8-20.3(5) Conduit**

12
13 **8-20.3(5)A General**
14 **(*****)**

15
16 Supplement this section with the following:

17
18 For conduits required to be installed outside existing fence line, the contractor may
19 unhook the fence and roll back beyond the construction area while staying within the
20 right-of-way. Contractor shall repair any damage to the fence line caused by the
21 installation of conduits. This work is incidental to conduit installation and shall be
22 covered under lump sum bid item "Communication Infrastructure Installation". No
23 separate payment will be made under any other bid item.

24
25 **(*****)**

26
27 Section 8-20.3(5) is supplemented with the following:

28
29 **8-20.3(5)F Communication Infrastructure (New Section)**

30
31 **Submittals**

32 Within a minimum of 30 calendar days prior to anticipated construction, the Contractor
33 shall provide all documentation pertaining to the materials and method of execution
34 proposed to satisfy the requirements of this section. The Engineer's approval is required
35 prior to the committing of any materials or the commencement of any work.

36
37 The Contractor shall anticipate a minimum of 30 calendar days for approval or
38 disapproval of each submitted item. Actual time for the Engineer's review is dependent
39 upon the completeness and appropriateness of the documentation being submitted. Any
40 deficiencies will require additional time for approval. Any delays caused by such
41 deficiencies will not be considered grounds for extension of project time. The Contractor
42 shall anticipate review intervals to ensure project progress in accordance with Section 1-
43 08.3.

44
45 The Engineer's approval of any submitted documentation shall in no way relieve the
46 Contractor from compliance with the safety and performance requirements as specified
47 herein.

48
49 Submittals required by this item shall include, but not be limited to, the following:
50

1. The manufacturer's specifications for cable vaults, pull boxes, and accessories.
2. Detailed shop drawings of pull box and cable vault fabrication.
3. Manufacturer's specifications for all conduit, fittings and accessories.
4. Three foot sample of each type (PVC schedule 40 and PVC schedule 80) of conduit with bell ends.
5. Certificate of compliance with requirements for coefficient of friction and Bellcore GR-356-CORE for innerducts.

8-20.3(5)F1 Location Wire and Warning Tape

(NWR ITS February 11, 2002)

Warning Tape

Warning tape shall be installed in continuous sections for all underground fiber optic conduit installation where trenching is required. The warning tape shall be installed approximately 6 inches below the surface of pavement or existing grade. Warning tape shall be installed a minimum of 12 inches into all cable vaults and pull boxes at both ends of the trench.

Location Wire

Wire conductor shall be installed in continuous sections for all underground fiber optic conduit installation where trenching is required. A minimum of 6 feet of location wire shall be extended into each cable vault or pull box. The locate wire shall be attached to the "C" channel or the cover hinge bracket with stainless steel bolts and straps. A 1-foot loop of locate wire shall be provided above the channel as shown in the Plans. Locator wire shall be placed between the conduits in dual conduit installations or on top of conduits for single conduit installations.

8-20.3(5)F2 Cabinet Conduit Sealing

(NWR ITS September 26, 2005)

All conduits entering pad mounted cabinets shall be sealed with an approved mechanical plug at both ends of the conduit run. Conduit duct seal will not be accepted.

Pad mounted cabinets shall include, but not be limited to, signal controller, cabinets.

8-20.3(9) Bonding, Grounding

(NWR ITS February 23, 2009)

Section 8-20.3(9) is supplemented with the following:

Where existing ITS conduits are utilized, an equipment-grounding conductor shall be installed except for conduits with innerduct.

In addition to the conductors called for in the contract, all ITS conduits without innerduct shall be installed with an equipment-grounding conductor and bonding jumpers sized per

1 NEC 250-122, with the exception that the minimum size shall be 8 AWG.

2
3 All new and existing junction boxes, cable vaults and pull boxes that an equipment-
4 grounding conductor is pulled to shall be bonded in accordance with Section 8-20.3(9).

5
6 **8-20.3(10) Service, Transformer, and Intelligent Transportation System (ITS)**
7 **Cabinets**
8 (*****)
9

10 Section 8-20.3(10) is supplemented with the following:

11
12 **Cabinet Labeling**

13 The Contractor shall mark each ITS device cabinet and transformer cabinet by affixing
14 vinyl lettering which matches the alphanumeric device number as shown in the Plans to
15 the outside of the cabinet. The vinyl letters shall be black on unpainted cabinets and
16 white on painted cabinets. The lettering shall be 4-inch C highway font. The lettering
17 shall be centered horizontally and begin at the top of the cabinet. The first line of text
18 shall be the three number designation of the State Route. The following line(s) shall be
19 the seven character designation of the device(s). The lettering shall be on the side of the
20 cabinet most visible from the roadway. The alphabetical portion of the name shall be
21 lowercase.

22
23 The Contractor shall install an engraved nameplate, identifying the power source for
24 each cabinet. The nameplate shall consist of white letters on a red background and be
25 permanently affixed to the inside of the cabinet door. The nameplate text shall read
26 "Cabinet Power Source" in ½ inch nominal letters followed by the service name or
27 transformer name (e.g. SUA173 or 522xf02303), as appropriate, in 1 inch nominal letter.
28 Location wires shall not be connected to the equipment-grounding system. See
29 "Location Wire and Warning Tape" sections for attachment of location wires.
30

31
32 **8-20.3(18) (New Section)**
33 *(NWR ITS February 11, 2002)*

34
35 **Submittals**

36 Within a minimum of 30 calendar days prior to anticipated construction, the Contractor
37 shall provide all documentation pertaining to the materials and method of execution
38 proposed to satisfy the requirements of this section. The Engineer's approval is
39 required prior to the committing of any materials or the commencement of any work.
40

41 The Engineer will either approve or disapprove each submitted item within 30 calendar
42 days of submittal subject to the completeness of the Contractor's submittal. Actual
43 elapsed time for the Engineer's review is dependent upon the completeness and
44 appropriateness of the documentation being submitted. Any deficiencies in the
45 Contractor's submittals shall require additional time for approval. Any delays caused
46 by such deficiencies shall not be grounds for extension of project consideration
47 dates. The Contractor shall anticipate review intervals and schedule submittals
48 accordingly to ensure project progress in accordance with Section 1-08.3.
49

50 The Engineer's approval of any submitted documentation shall in no way relieve the

1 Contractor from compliance with the safety and performance requirements as specified
2 herein.

3
4 Submittals required by this item shall include, but not be limited to, the following:

- 5
6 1. A material staging plan, should the Contractor propose City owned property as a
7 staging area.
8
9 2. Manufacturer's complete specifications for all communication system cables and,
10 associated electronics and hardware components.
11
12 3. A detailed fiber optic and twisted-pair cable installation procedure including the
13 following:
14
15 a. Fiber optic cable cutting lengths reflecting the cable order and reel
16 allocations.
17
18 b. Cable pulling plan which shall state the exact operational procedures to
19 be utilized and which identifies the physical locations for equipment
20 placement, proposed equipment setup at each location, pulling tension on
21 all cables for each pull, staffing, and the pulling methodology for each
22 type of cable.
23
24 c. Exact splice points as provided for herein.
25
26 d. Workforce proposed for all equipment, safety, and manual assist
27 operations
28
29 4. Factory test data sheets for each reel of cable delivered.
30
31

32 **8-20.3(19) (New Section)**
33 *(NWR ITS February 11, 2002)*

34
35 **Cable Installation - General**

36
37 The Contractor shall determine a suitable cable installation method to ensure that all
38 cable installation requirements shall be met in all conduit sections. All work shall be
39 carried out in accordance and consistent with the highest standards of quality and
40 craftsmanship in the communication industry with regard to the electrical and
41 mechanical integrity of the connections; the finished appearance of the installation; as
42 well as the accuracy and completeness of the documentation.
43

44 The Contractor shall make a physical survey of the project site for the purpose of
45 establishing the exact cable routing and cutting lengths prior to the commencement of
46 any fiber optic work or committing any fiber optic materials. Splicing is only allowed
47 for the programmed connection of reels and as shown in the Plans to connect a
48 lateral fiber optic cable to the mainline distribution fiber optic cable. The Contractor shall
49 submit a cable routing plan that shows the locations of all splices. All splice locations
50 other than those shown in the Plans must be approved by the Engineer.
51

1 All work areas shall be clean and orderly at the completion of work and at times
2 required by the Engineer during the progress of work.

3
4 **8-20.3(20) (New Section)**
5 **(*****)**

6
7 **Fiber Optic Cable Installation**

8
9 Fiber optic cables shall be installed in continuous lengths without intermediate splices
10 throughout the project, except at the location(s) specified in the Plans, or as approved in
11 writing by the Engineer.

12
13 The Contractor shall comply with the cable manufacturer's specifications and
14 recommended procedures including, but not limited to the following:

- 15 1. Installation.
- 16 2. Proper attachment to the cable strength elements for pulling during installation.
- 17 3. Bi-directional pulling.
- 18 4. Cable tensile limitations and the tension monitoring procedure.
- 19 5. Cable bending radius limitations.

20
21
22 The Contractor shall protect the loops from tangling or kinking. At no time during the
23 length of the project shall the cable's minimum bending radius specification be violated.

24
25 To accommodate long, continuous installation lengths, bi-directional pulling of the fiber
26 optic cable shall be permitted.

27
28 In all cable vaults, pull boxes, and at all splice locations cable slack of 50 feet shall be
29 left by the Contractor, unless otherwise specified in the Plans. The 50 feet length of fiber
30 optic cable shall be coiled and secured with tie wraps to racking hardware or as
31 specified in the Plans.

32
33 Installation shall involve the placement of fiber optic cables in a specified inner duct as
34 defined in the Plans. The Contractor shall ensure that inner ducts are secured to prevent
35 movement during the cable installation process.

36
37 The pulling eye/sheath termination hardware on the fiber optic cables shall not be pulled
38 over any sheave blocks.

39
40 When power equipment is used to install fiber optic cabling, the pulling speed shall not
41 exceed 100 feet per minute. The pulling tension limitation for fiber optic cables shall not
42 be exceeded under any circumstances.

43
44 Large diameter wheels, pulling sheaves, and cable guides shall be used to maintain the
45 appropriate bending radius. Tension monitoring shall be accomplished using commercial
46 dynamometers or load-cell instruments.

1 Fiber optic cable lubricant shall be used to reduce pulling tensions for the installation of
2 each fiber optic cable.

3
4 **8-20.3(21) (New Section)**
5 *(*****)*

6
7 **Patch Cord Installation**

8
9 Patch Cords installed within a cabinet shall adhere to the following:

- 10
11 1. Patch cords contained within a patch panel shall not be more than 1 foot longer
12 than required to make the connection.
13
14 2. Patch cords between two patch panels shall not be more than 1 foot longer than
15 required to make the connection.
16
17 3. Patch cords between a patch panel and a device shall not be more than 2 feet
18 longer than required to make the connection.
19
20 4. Patch cords between a patch panel and a device shall be contained inside of ½”
21 or 3/8” split yellow loom.
22
23 5. Boots shall be glued to the jacket of the patch cord.

24
25 **8-20.3(22) (New Section)**
26 *(NWR ITS October 16, 2006)*

27
28 **Fiber Optic Cable Splicing**

29
30 Field splices shall be located as shown in the plans. No additional splices will be
31 allowed without the approval of the Engineer.

32
33 All fusion splicing equipment shall be in good working order, properly calibrated, and
34 meeting all industry standards and safety regulations. Cable preparation, closure
35 installation and splicing shall be accomplished in accordance with accepted and
36 approved industry standards.

37
38 Upon completion of the splicing operation, all waste material shall be deposited in
39 suitable containers for fiber optic disposal, removed from the job site, and disposed of in
40 an environmentally acceptable manner.

41
42 The Contractor shall use the fusion method for fiber optic splicing. Acceptable fusion
43 splicing techniques are:

- 44
45
 - Local Injections and Detection
 - Profile Alignment System

46
47
48 The Contractor shall seal all cables where the cable jacket is removed. The cable shall
49 be sealed per the cable manufacturer’s recommendation with an approved blocking
50 material.

1
2 The Contractor shall seal all buffer tubes with an approved blocking material to
3 prevent migration of gel into splice trays.
4

5 All splices shall be contained in splice trays utilizing strain relief, such as heat
6 shrink wraps, as recommended by the splice tray manufacturer.
7

8 **8-20.3(23) (New Section)**
9 (*****)

10
11 **Fiber Optic Splice Closure**

12
13 The mainline and distribution cables shall not occupy the same splice closure. Only
14 cables that are being spliced to each other may occupy a single splice closure. Only one
15 preterminated patch panel stub shall occupy any one splice closure except where more
16 than one preterminated patch panel is needed to terminate a single cable.
17

18 Upon sealing the splice closure, the Contractor shall pressurize the closure to 5 psi and
19 test for leaks using a soap-and-water solution per manufacturer's recommendations. Any
20 leaks found shall be repaired and the test shall be repeated until no leaks are present.
21 Following a successful leak test, the Contractor shall de-pressurize the closure.
22

23 **8-20.3(24) (New Section)**
24 (*****)

25
26 **Fiber Optic Cable Labeling**

27
28 Permanent cable labels shall be used to identify fiber optic cables at each termination
29 point and in every pull box and cable vault at the conduit entrance and at the splice
30 closure. The cable labels shall consist of a self-laminating plastic black and yellow tag
31 with the words "CAUTION FIBER OPTIC CABLE" and with a space for a custom
32 description of the cable being labeled. The custom portion of the tag shall contain the
33 fiber count, fiber type (SMFO or MMFO), use (mainline, distribution, or other), cable
34 direction (north, east, south, west), nearest footage as shown on the cable footage
35 markers and the name of the next device where the cable lands. This text shall be
36 machine-printed on adhesive labels and encapsulated by the tag's self-laminating cover.
37

38 Patch panels shall be labeled with 3/8"-1/2" printed laminated labels. The labels shall be
39 located inside the patch panel where they can be read with the door open. The labels
40 shall provide a description of what fibers are spliced to each port in the panel. The
41 description shall include port number, fiber purpose, cable direction and fiber numbers
42 (i.e. "Ports 13-24: Distribution South 1-12").
43

44 **8-20.3(25) (New Section)**
45 (*NWR ITS February 11, 2002*)

46
47 **Cable Racking in Pull Boxes and Cable Vaults**

48
49 The Contractor shall rack the cable in vertical figure eight loops, which shall permit
50 pulling slack from the vaults without introducing twist to the cable.
51

1 Cables shall be secured in racked positions with nylon ties. Identification or warning tags
2 shall be securely attached to the cables in at least two locations in each pull box or
3 cable vault.
4

5 All coiled cable shall be protected to prevent damage to the cable and fibers.
6 Racking shall include securing cables to brackets (racking hardware) that extend from
7 the side walls of the pull box.
8

9 All racking hardware shall be stainless steel.
10

11 **8-20.3(26) (New Section)**
12 *(NWR ITS October 16, 2006)*
13

14 **As-Built Records**
15

16 The Contractor shall provide the Engineer with a cable route diagram for all installed
17 fiber optic and twisted pair cables. The diagram shall show the actual cable routes and
18 "meter marks" where each cable enters and exits pull boxes, cable vaults, junction
19 boxes, splices and termination points. The Contractor shall record these points during
20 cable installation. The diagram shall also include all ITS device locations as well as the
21 location and quantity of slack cable. The cable route diagram shall be submitted to the
22 Engineer as part of the Fiber Cable Testing documentation.
23

24 **8-20.3(27) (New Section)**
25 *(*****)*
26

27 **Fiber Optic Cable Testing**
28

29 After the fiber optic splicing is completed, the optical fiber cable shall be tested for
30 compliance with the transmission requirements of this specification, the cable and
31 hardware manufacturer's specifications, and prescribed industry standards and
32 practices.
33

34 Prior to commencing acceptance testing, the Contractor shall complete the installation of
35 the fiber optic system. This includes sealing the splice closures,
36 completing the splicing and racking the cables in the pull boxes and cable vaults.
37

38 All testing values shall be in metric.
39

40 **Types of Testing**

41 The two required acceptance tests for optical fiber cable system certification
42 are:
43

44 **a) Power Meter Testing**

45 Power meter testing shall be used to measure the end-to-end attenuation of each
46 new fiber installed between a field device and a communications hub as well as
47 between communications hubs. Power meter testing shall be performed at the
48 1310 and 1550 nanometer wavelength in both directions.
49

50 Prior to commencing testing, the Contractor shall submit the manufacturer and

1 model number of the test equipment along with certification that the power
2 meter has been calibrated within 12 months of the proposed test dates.

3
4 The following information shall be documented for each fiber test measurement:

- 5 1. Fiber/Strand #
- 6 2. Fiber type (Singlemode or Multimode)
- 7 3. Cable, tube, and fiber IDs
- 8 4. Near end and far end test locations
- 9 5. Use device names in Contract plans
- 10 6. End-to-end attenuation
- 11 7. In each direction and the bidirectional average
- 12 8. Length of span being tested
- 13 9. Date, time, and operator
- 14 10. Wavelength

15
16
17 **b) Optical Time Domain Reflectometer (OTDR) Testing**

18 An optical time domain reflectometer (OTDR) with recording capability shall be
19 utilized to test the end-to-end transmission quality of each optical fiber. Quality
20 tests shall consider attenuation, reflectance, and discontinuities. The OTDR shall
21 be equipped with 1310 nanometer and 1550 nanometer light sources for
22 singlemode optical fibers. The OTDR shall be capable of providing electronic
23 and hard copy records of each test measurement.

24
25 The Contractor shall utilize a dead-zone box (a.k.a. launch reel) containing 1 km
26 of optical fiber, when performing OTDR tests. The dead-zone box shall be
27 located between the OTDR and the fiber optic connector of each strand tested.

28
29 Each new fiber shall be tested in both directions at the 1310 and 1550
30 nanometer wavelengths. Existing fibers that are spliced to or re-spliced as part
31 of this contract shall also be tested in both directions and at both
32 wavelengths.

33
34 The following information shall be documented for each fiber test measurement:

- 35 1. Fiber/Strand #
- 36 2. Fiber type (Singlemode or Multimode)
- 37 3. Cable and fiber IDs
- 38 4. X-Y plot scaled for fiber length
 - 39 a. The X-axis (Distance) shall be scaled such that the beginning of the
 - 40 trace starts with the OTDR/dead-zone interface. The end of the
 - 41 trace shall extend no more than 1 km beyond the end of the test
 - 42 span.
 - 43 b. The Y-axis (dB) shall be set to maximize the trace. The bottom of
 - 44 the Y scale shall begin above the noise floor and the top of the scale
 - 45 shall be no more than 5 dB higher than the largest event. No events
 - 46 reflections shall be cut off.

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5. Near end and far end test locations
 - a. Use device names in Contract plans
 6. Date, time, and operator
 7. Wavelength
 8. OTDR Settings
 - a. Index of Refraction
 - b. Averaging time (Minimum of 30 seconds)
 - c. Pulse Width (to provide a smooth trace, excluding events)
 9. Table of Events that includes: Event ID, Type, Location, Loss, and Reflection.
 - d. Events are defined as:
 - i. Any reflectance event in excess of -60 dB
 - ii. Any loss occurrence in excess of 0.05 dB
 - iii. Any splice location regardless of loss
 - iv. Beginning and end of span
 - a) The beginning of the span shall be denoted by the “A-Marker”. This marker shall be placed just to the left of the spike of the dead-zone box / fiber interface.
 - b) The end of the span shall be denoted by the “B-marker”. This marker shall be placed just to the left of the end-of span reflection spike.

Fiber Optic Performance Requirements

1. Splice Loss:
 - a) Shall not exceed 0.20 dB in one direction
 - b) Bidirectional Average shall not exceed 0.15 dB
2. Reflectance:
 - a) Shall not exceed -55 dB 52

Fiber Cable Testing Documentation

The Contractor shall submit one hard copy and one electronic copy of the fiber test results to the Engineer for approval. Only one OTDR test result shall be on each page. The Contractor shall take corrective actions on portions of the fiber installation determined to be out of compliance with these specifications.

Upon acceptance of the cable installation and test results, the Contractor shall submit three hard copies and three electronic copies of the fiber test results to the Engineer.

Hard copy submittals shall be bound in 3-ring binders. Each 3-ring binder shall have the following information on the front and side:

1. The title “Fiber Optic Test Results”
2. The name of the roadway(s) where fiber was installed

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- 3. Contract name and number
- 4. Date

The front cover shall also include the following:

- 1. The size of each cable installed and the beginning and ending mileposts of each cable replaced.
- 2. The company name address and phone number that did the fiber optic work.

Each 3-ring binder shall also include a table of contents and index dividers for each cable segment and each direction tested. The electronic submittals shall be on compact discs and include one licensed copy of the applicable OTDR reader program.

The following information shall be included in each test result submittal:

- 1. Contract number, contract name, contractor name and address
- 2. Dates of cable manufacture, installation, and testing
- 3. Cable specifications
 - a. Manufacturer data sheet
 - b. Helix Factor
 - c. Date of manufacture
- 4. Fiber (Glass) specifications
 - a. Manufacturer and Part #
 - b. Index of Refraction
 - c. Optical performance (loss/km)
 - d. Mode Field Diameter
- 5. As-Built Records (In accordance with the Special Provisions)
- 6. OTDR test results – No more than one test per page
- 7. Power Meter test results

Within 30 days of submitting the test results, the Contractor, in the presence of the Engineer, shall re-test a minimum of 5% of the previously tested locations to validate the test results. A 5% sample will be selected randomly from the terminal device locations.

8-20.3(28) (New Section)
(*****)

Ethernet Switches IP Addresses

The Contractor shall submit a list of all Ethernet devices and the associated cabinet identification numbers through the Engineer to the ITS Engineer. The Contractor shall

1 program all supplied information into the devices including, time server, gateway, mask,
2 and address, system name, and location. The Contractor shall allow 10 working days to
3 receive the Ethernet IP information from the Engineer.
4

5 **Documentation**

6 Documentation for each system element shall consist of the manufacturer's name and
7 model number, serial number when available, materials and operating specifications,
8 wiring schematic and parts list, owners manuals, and factory service manuals. The
9 documentation shall also include a list of all IP addresses and locations of addressed
10 equipment. The Contractor shall submit three copies of the documentation specified
11 above prior to the installation of the cable or components described in the submittal. In
12 addition, the Contractor shall submit three copies of an overall system wiring schematic
13 and termination chart for the installed elements (operation and maintenance manuals).
14 All documentation for each individual element shall be neatly bound in such a way that
15 the information is secured together and is totally legible without removing the information
16 from the binding. This documentation shall be in addition to any other data, shop
17 drawings, etc. required to be submitted as specified in these Special Provisions.
18

19 **8-20.3(29) (New Section)** 20 **(*****)**

21 22 **Modification of Existing Traffic Signal Supports for Video Detection Camera** 23 **Installation**

24
25 Install the bracket arm and assembly as shown on the Plans. Prepare design
26 calculations to be sealed by a Professional Engineer (P.E.) licensed in the State of
27 Washington for the connection between the existing traffic signal pole and Video
28 Detection Camera mount. Submit the calculations to the Engineer for approval prior to
29 procurement of bracket arms. Do not weld on the existing traffic signal structure. Do not
30 damage the existing signal or structural support during construction. Repair any
31 damages at no cost to the City of Sammamish.
32

33 **8-20.3(30) (New Section)** 34 **(*****)**

35 36 **Installation of Video Detection Camera**

37
38 This work consists of installation of video detection camera assemblies and provision
39 and installation of mounting brackets and wiring.
40

- 41 1. Provide Ethernet cable environmentally hardened, outdoor rated 350 MHz
42 Category 6 cable.
- 43
44 2. Provide 14 AWG three conductor power cable meeting the requirements of IMSA
45 Specification 20-1.
46

47 Mount video camera(s) as directed by the factory certified representative using
48 mounting brackets to obtain manufacturer recommended installation location. Provide
49 mounting bracket detail to Engineer for approval prior to installation. Connect Ethernet
50 cable and power cable in accordance with manufacturer's requirements from each

1 camera back to the controller assembly.

2
3 **8-20.3(31) (New Section)**
4 (*****)

5
6 **Installation of Adaptive Signal Control Technology System**
7

8 Install the traffic adaptive control system in the controller assembly as recommended by
9 Rhythm Engineering and as documented in the installation materials.

10
11 **8-20.3(32) (New Section)**
12 (*****)

13
14 **ITS Device Testing**
15

16 Test the functionality and operability of the complete ITS system. Complete all testing for
17 the following ITS subsystems: ASCT and vehicle detection subsystem, communication
18 subsystem.

19
20 For this special provision, the ASCT and vehicle detection subsystem includes all
21 InSync equipment and patch cords installed in traffic controller cabinets, vehicle
22 detection cameras and housings and cables, and InSync software. The communication
23 subsystem includes all fiber optic cables and splices, fiber optic patch panels, and
24 Ethernet switches.

25
26 Testing procedures described in this Section are intended to test each subsystem
27 element to make certain that the elements are properly integrated to achieve a fully
28 functioning subsystem. Make provisions for up to two personnel to attend all tests and
29 demonstrations, except for the Factory Demonstration Tests. Conduct the following tests,
30 in the order indicated, on each device:

- 31
32 1. Factory Demonstration Tests
33
34 2. On-Site Standalone Tests
35
36 3. System Tests
37
38 4. 60-Day Testing
39
40 5. 180-Day Operational Support Period
41
42 6. Warranty Period
43

44 The acceptance of each stage of testing does not imply that testing is complete at that
45 stage. If problems are found at a later date or stage of testing, it may be necessary to
46 return to an earlier stage of testing after repairs have been made to the system. If at a
47 later stage of testing, a piece of equipment is replaced, repaired, or significantly
48 modified, retest to the level necessary to isolate any problem and establish a course
49 of action to remedy the situation.

50 Provide test documentation, including at a minimum, test procedures, checklist, test

1 forms, and data summary sheets for each item. Tailor test documentation for each item
2 being tested. Submit testing documentation before testing for the Engineer's
3 acceptance. After test documentation is approved, provide the Engineer with advance
4 notice, as specified for each test, so the Engineer can observe each test.

5
6 Failure to conform to the indicated requirements of any test will be considered
7 defective and equipment will be subject to rejection by the Engineer. In the event a
8 defect is determined, identify whether it is limited to a specific unit or could be
9 potential problems in all such units. Equipment rejected because of problems limited to
10 the specific unit may be offered again for retest provided all issues of non-compliance
11 have been corrected and retested, and evidence is submitted to the Engineer.

12
13 In the event that equipment malfunctions during the test period, the Engineer may
14 declare a subsystem defect and require replacement of all equipment at no additional
15 cost to the City. When a subsystem defect is declared, restart the test for that specific
16 subsystem. Begin the test period when all similar equipment is replaced and retest has
17 been successfully completed.

18
19 If a unit has been modified as a result of the equipment replacement, prepare a report
20 and deliver it to the Engineer for acceptance. Describe in the report the nature of
21 the failure and the corrective action taken. If a failure pattern, as defined by the
22 Engineer, develops, the Engineer may direct that design and construction
23 modifications be made to all similar units without additional cost to the City. In the case
24 of problems common to many units, modify all units without additional cost to the City.

25
26 **General**

27 Test the equipment in accordance with approved test procedures only. Record test
28 results on data summary sheets for each piece of equipment tested. Provide
29 certification of test results by a qualified technician to the Engineer. Submit all
30 test records, including photocopied duplicates, as required, to the Engineer, within
31 one day of the test.

32
33 Complete testing for each equipment unit in as few consecutive days as possible.
34 Schedule testing with additional time allotted for the Engineer to request that certain
35 portions of a test be repeated. The Engineer has the right to witness and/or assign a
36 designee to witness any test.

37
38 At a minimum, all testing procedures must be signed by the following: The
39 Engineer, or the Engineer's designee, and the Contractor's designee. The
40 acceptance of test procedures and witness of such tests does not relieve the
41 responsibility to provide a completely acceptable and operating subsystem that
42 meets the indicated requirements.

43
44 **Factory Demonstration Test**

45 Conduct factory demonstration tests at manufacturer's facility before shipping the
46 equipment, to verify that each subsystem meets the contract requirements. Include
47 NTCIP testing as part of factory demonstration test. Utilize testing procedures to
48 validate the latest version of NTCIP requirements. Prepare factory demonstration
49 test documentation. Conduct factory demonstration tests at the manufacturer's
50 facility for every ITS device provided for this project.

1
2 **On-Site Standalone Tests**

3 Conduct on-site standalone tests at each field location to verify that each individual
4 field subsystems satisfy the indicated requirements. Conduct these tests before
5 interconnection to the Traffic Engineer's terminal in City Hall.
6

7 Following the installation of equipment in the field, conduct field tests on each piece
8 of equipment, at each installation site to verify that components, modules or
9 subsystem of equipment operate properly in their intended application to the extent
10 possible before connection to other subsystems. Provide the required testing
11 equipment, including a portable computer, and test software to perform local
12 subsystem operations and diagnostic test procedures.
13

14 Submit test procedures, checklist, and summary sheets for the Engineer's
15 acceptance before performing tests. Provide Engineer with a testing schedule
16 indicating the date, time, and location of each test. Provide at least 5 working days'
17 notice before all tests so the Engineer can observe each test.
18

19 On-Site Standalone Test procedures for fiber optic cables shall comply with the
20 special provision titled **Fiber Optic Cable Testing**.
21

22 If a subsystem fails to meet the requirements specified, rectify the subsystem as
23 required and repeat the tests until successful at no additional cost to the City. If a
24 subsystem component has been modified as a result of the test failure, prepare a
25 detailed report on the modifications to subsystem or software and submit it to the
26 Engineer. Describe in the report the nature of the failure and corrective action(s)
27 taken.
28

29 **System Tests**

30 Conduct system tests from the City Hall and field locations, as required, to
31 verify that the overall subsystem meets the indicated requirements. Conduct system
32 tests following completion and acceptance of all on-site standalone tests.
33

34 Provide at least 10 working days' notice before all tests so the Engineer can
35 observe each test. Where new software, switching systems, or hardware are
36 installed in the project, utilize this new equipment to test control and monitoring
37 functions of the devices remotely.
38

39 Demonstrate that the communications subsystem is fully functional. In the event of
40 test failure, perform a partial or total re-test to demonstrate the subsystem is
41 functioning as a whole.
42

43 Conduct system tests on all subsystems and components that are being furnished
44 under this contract. Conduct tests from the City Hall as indicated, exercising
45 functional and interface requirements as required.
46

47 **60-Day Test**

48 Conduct a continuous, 24 hour operating test for no less than 60 consecutive
49 calendar days, beginning the day after the subsystem completes the system tests
50 and is accepted. Conduct the 60-day test simultaneously for each subsystem

1 installed in this project. Provide operational and maintenance support for all
2 installed equipment including troubleshooting and diagnostics in the event a
3 malfunction occurs.
4

5 In the case where equipment malfunctions during the 60-day test period, the
6 Engineer may declare a subsystem defect. Correct failures during the test period by
7 repairing or replacing malfunctioning parts or equipment or faulty work,
8 regardless of the cause, in less than 24 hours. Restart of the 60-day test for that
9 specific subsystem. The 60-day test period is to begin when all similar equipment is
10 replaced and a system retest has been successfully completed.
11

12 Make available a systems technician who is fully knowledgeable and capable of
13 operating all functions of the specified subsystem for technical support during the
14 60-day test period. Provide this systems technician on-site from 8:00 A.M. to
15 5:00 P.M. on the first day of the 60-day test and on-call basis thereafter.
16

17 The systems technician must specialize in communications. Provide technician
18 having a minimum of 5 years of experience in the installation, testing,
19 troubleshooting, and fine tuning of communication subsystems. Submit the systems
20 technician qualifications for acceptance at least 20 working days before the start of
21 the 60-day test.
22

23 Notification of a malfunction will be provided by the City personnel immediately
24 following the occurrence of the equipment malfunction. Receipt of notification is
25 defined as when the systems technician or the answering service receives the
26 call. Maintain records of stoppages and resumptions of the 60-day test. Verify
27 against the records maintained by the Engineer for accuracy. Submit documentation
28 for all activities performed during this support period.
29

30 Provide complete operations support as required during the 60-day test period to
31 the City personnel, who will be using the subsystem and performing operational
32 tests on the complete subsystem on a day-to-day basis. The means of
33 communications during this test period will be through a local telephone number or
34 an answering service. Provide at least one local telephone number at which the
35 contractor can be reached. Provide a response to each call within an hour of the
36 call being placed. Provide a turnaround time of 8 hours for each call.
37

38 If one of the subsystems fails during the 60-day test, the completion of the test for
39 the other subsystems will not be delayed. During the testing period, provide training
40 to City personnel as described in Special Provision Adaptive Signal Control
41 Technology System.
42

43 Ownership of the subsystem will be transferred to the City upon successful
44 completion of the 60-day test.
45

46 **180-Day Operational Support Period**

47 Conduct a 180-day operational support period. Furnish a detailed operational
48 support plan covering remedial maintenance of all equipment. Furnish all necessary
49 labor, materials, equipment, tools, transportation, supplies, maintenance and
50 protection of traffic, and incidental items. The plan must include qualifications of

1 the personnel assigned by the Contractor for each activity included. The plan
2 must be approved by the Engineer before the completion of the 60-day test. The
3 Engineer’s review period will not exceed 21 calendar days from receipt of the
4 operational plan.
5

6 Provide operational support for a period of 180 days. The operational support period
7 will start on the calendar day after the 60-day test is completed. The City will
8 operate and own the subsystem during this period.
9

10 If any corrections or improvements are made in any of the provided software
11 before the end of the operational support period, provide this upgraded software at
12 no additional cost to the City. If any adjustments are made to wiring or equipment
13 settings during the operational support period, reflect the adjustments in the
14 documentation.
15

16 Coordinate with the Engineer for all field activities. Except for emergency service
17 requested by the City or when responding to a malfunction repair request by the
18 City, notify the City seven calendar days before scheduling any activities. Furnish
19 Maintenance of Traffic plans as required by the Engineer.
20

21 Conduct remedial maintenance activities during the 180 day operational support
22 period.
23

24 **Remedial Maintenance**

25 When equipment malfunctions occur, the City will telephone the Contractor
26 during normal business hours. Within two business days of notification of a
27 non-emergency request, and within four hours of an emergency request,
28 provide a repair technician at the equipment location working to fix the problem.
29

30 Restore the malfunctioning equipment to a fully operational condition within five
31 working days of notification. If the malfunction cannot be repaired within the
32 time allotted, notify the City immediately and provide a written explanation why.
33 The Engineer may extend the time limit on a case-by-case basis.
34

35 Keep a neat and accurate log of failures reported by the City and the corrective
36 actions taken. Submit two copies of the logs to the City every 2 months. The
37 logs become the property of the City at the end of the 180-day operational
38 support period.
39

40 **Warranty Period**

41 Provide a manufacturer’s warranty for each ITS device, component, subsystem,
42 hardware, software and piece of equipment furnished in the project. Provide
43 manufacturer warrantees of durations equivalent to industry standards. Provide
44 warrantees of a one year minimum duration. Provide a warranty that will enable
45 the full replacement of a piece of equipment in the event of equipment failure, at
46 no additional cost to the City.
47

48 **8-20.4 Measurement**

49 (*****)
50

1 Section 8-20.4 is supplemented with the following:
2

3 No specific unit of measurement will apply to the lump sum items for Communication
4 Infrastructure Installation, Communication Cables and Interfaces Installation, or Adaptive
5 Signal Control (ASCT) Equipment. However, measurement will be for the sum of all
6 items for a complete system to be furnished and installed.
7

8 **8-20.5 Payment**
9 (*****)

10 Section 8-20.5 is supplemented with the following:
11

12 "Communication Infrastructure Installation", lump sum.
13

14 "Communication Cables and Interfaces Installation", lump sum.
15

16 "Adaptive Signal Control Technology (ASCT) Equipment," lump sum.
17

18 The lump sum contract price for "Communication Infrastructure Installation" and
19 "Communication Cables and Interfaces Installation" shall be full pay for the construction
20 of the complete Intelligent Transportation System, modifying existing systems, or both,
21 as shown in the Plans and herein specified including excavation, backfilling,
22 sidewalk removal, sidewalk repair, fence repair, timber pole installation, pole attachment,
23 conduit, wiring, restoring facilities destroyed or damaged during construction, salvaging
24 existing materials, and for making all required tests. All additional materials and labor,
25 not shown in the Plans or called for herein and which are required to complete the
26 Intelligent Transportation System, shall be included in the lump sum contract price.

27 The lump sum price for "Adaptive Signal Control Technology (ASCT) Equipment" shall
28 be full pay for the procurement and installation of Rhythm InSync equipment including
29 vehicle detection equipment, cabling, and cabinet equipment. Rhythm engineers shall
30 provide installation oversight and configuration support. 15% of lump sum price will be
31 retained until full system is installed, tested, and approved by Rhythm and the City
32 Engineer. Appendix D provides an approximate quote for equipment, installation, and
33 warranty of the ASCT equipment.

APPENDIX A

Prevailing Wage Rates

"General Decision Number: **WA20200001** 01/03/2020
Superseded General Decision Number: WA20190001
State: Washington
Construction Type: Highway
Counties: Washington Statewide.
HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin
Counties)

Note: **Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate).** The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

CARP0003-006 06/01/2018

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

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

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

Zone Differential (Add up Zone 1 rates):
 Zone 2 - \$0.85
 Zone 3 - 1.25
 Zone 4 - 1.70
 Zone 5 - 2.00
 Zone 6 - 3.00

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

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
 ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
 ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
 ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
 ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
 ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

* CARP0030-004 06/01/2019

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.....	\$ 45.92	16.52
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 46.02	16.52
CARPENTERS.....	\$ 45.92	16.52
DIVERS TENDER.....	\$ 50.79	16.52
DIVERS.....	\$ 99.68	16.52
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 47.42	16.52
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 46.17	16.52

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

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 * CARP0059-002 06/01/2019

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

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

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

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

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

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

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

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

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

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

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet \$2.00 per foot
101-150 feet \$3.00 per foot
151-220 feet \$4.00 per foot
221 feet and deeper \$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free
26-300 feet \$1.00 per Foot

SATURATION DIVING:

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

WORK IN COMBINATION OF CLASSIFICATIONS:

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

HAZMAT PROJECTS:

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

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

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

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

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

 * CARP0770-003 06/01/2019

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

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 46.02	16.52
CARPENTERS.....	\$ 45.92	16.52
DIVERS TENDER.....	\$ 50.79	16.52
DIVERS.....	\$ 99.68	16.52
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 47.42	16.52
PILED RIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....		
	\$ 46.17	16.52

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILED RIVERS)

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

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

Zone Pay:

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

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

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

Zone Pay:

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

 * ELEC0046-001 08/04/2019

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 59.91	3%+21.46
ELECTRICIAN.....	\$ 53.49	22.31

 * ELEC0048-003 01/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 44.85	23.57

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 01/01/2019

COWLITZ AND WAHAKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 44.85	23.57

 ELEC0073-001 07/01/2019

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

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 36.05	19.18

ELEC0076-002 08/31/2018

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

	Rates	Fringes
CABLE SPLICER.....	\$ 48.06	23.23
ELECTRICIAN.....	\$ 43.69	23.10

ELEC0112-005 06/01/2019

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

	Rates	Fringes
CABLE SPLICER.....	\$ 48.35	21.13
ELECTRICIAN.....	\$ 46.05	21.06

ELEC0191-003 06/01/2019

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 46.45	23.66

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

ENGI0302-003 06/01/2018

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 44.44	19.97
Group 1AA.....	\$ 45.09	19.97
Group 1AAA.....	\$ 45.73	19.97
Group 1.....	\$ 43.79	19.97
Group 2.....	\$ 43.23	19.97
Group 3.....	\$ 42.74	19.97
Group 4.....	\$ 40.01	19.97

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

GROUP 2 - Barrier machine (zipper); Batch Plant 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-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

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

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

ENGI0370-002 06/01/2018

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

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 27.51	15.95
GROUP 2.....	\$ 27.83	15.95
GROUP 3.....	\$ 28.44	15.95
GROUP 4.....	\$ 28.60	15.95
GROUP 5.....	\$ 28.76	15.95
GROUP 6.....	\$ 29.04	15.95
GROUP 7.....	\$ 29.31	15.95
GROUP 8.....	\$ 30.41	15.95

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

NOTE:

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

HAZMAT:

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

 ENGI0612-001 09/28/2018

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.....	\$ 44.44	19.97
GROUP 1AA.....	\$ 45.09	19.97
GROUP 1AAA.....	\$ 45.73	19.97
GROUP 1.....	\$ 43.79	19.97
GROUP 2.....	\$ 43.23	19.97
GROUP 3.....	\$ 42.74	19.97
GROUP 4.....	\$ 40.01	19.97

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 09/28/2018

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

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 44.44	19.97
GROUP 1AA.....	\$ 45.09	19.97
GROUP 1AAA.....	\$ 45.73	19.97
GROUP 1.....	\$ 43.79	19.97
GROUP 2.....	\$ 43.23	19.97
GROUP 3.....	\$ 42.74	19.97
GROUP 4.....	\$ 40.01	19.97

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.
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H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

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

 ENGI0701-002 01/01/2018

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

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

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

Group 1A

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

Group 1B

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

Group 2

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

Group 3

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

Group 4

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

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 Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

* IRON0014-005 07/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 33.59	29.26

IRON0029-002 05/01/2018

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

	Rates	Fringes
IRONWORKER.....	\$ 37.00	27.87

* IRON0086-002 07/01/2019

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.59	29.26

* IRON0086-004 07/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 42.35	29.56

LABO0238-004 06/01/2019

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

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

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 25.84	13.00
GROUP 2.....	\$ 27.94	13.00
GROUP 3.....	\$ 28.21	13.00
GROUP 4.....	\$ 28.48	13.00
GROUP 5.....	\$ 28.76	13.00
LABORER (SPOKANE)		
GROUP 1.....	\$ 25.84	13.00
GROUP 2.....	\$ 27.94	13.00
GROUP 3.....	\$ 28.21	13.00
GROUP 4.....	\$ 28.48	13.00
GROUP 5.....	\$ 28.76	13.00

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

LABORERS CLASSIFICATIONS

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

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

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber 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); Gunitite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

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

 LABO0238-006 06/01/2019

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

	Rates	Fringes
Hod Carrier.....	\$ 27.95	12.90

LABO0242-003 06/01/2019

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.10	11.94
GROUP 2A.....	\$ 31.03	11.94
GROUP 3.....	\$ 38.78	11.94
GROUP 4.....	\$ 39.72	11.94
GROUP 5.....	\$ 40.36	11.94
Group 6.....	\$ 40.36	12.04

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 06/01/2019

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.10	11.94
GROUP 2.....	\$ 31.03	11.94
GROUP 3.....	\$ 38.78	11.94
GROUP 4.....	\$ 39.72	11.94
GROUP 5.....	\$ 40.36	11.94

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 airline).

LABO0292-008 06/01/2019

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 27.10	11.94
GROUP 2.....	\$ 31.03	11.94
GROUP 3.....	\$ 38.78	11.94
GROUP 4.....	\$ 39.72	11.94
GROUP 5.....	\$ 40.36	11.94

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

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

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

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

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

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

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

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

LABO0335-001 06/01/2018

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

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 31.72	11.49
GROUP 2.....	\$ 32.38	11.49
GROUP 3.....	\$ 32.87	11.49
GROUP 4.....	\$ 33.29	11.49
GROUP 5.....	\$ 28.98	11.49
GROUP 6.....	\$ 26.31	11.49
GROUP 7.....	\$ 22.78	11.49

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

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

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

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

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2018

	Rates	Fringes
Hod Carrier.....	\$ 31.72	11.49

LABO0348-003 06/01/2019

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.12	11.94
GROUP 2.....	\$ 26.51	11.94
GROUP 3.....	\$ 29.01	11.94
GROUP 4.....	\$ 29.71	11.94
GROUP 5.....	\$ 30.22	11.94

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 07/01/2019

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

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 31.61	16.07

PAIN0005-004 03/01/2009

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

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

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

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2019

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 25.14	12.90
Spray and Sandblasting.....	\$ 25.14	12.90

All high work over 60 ft. = base rate + \$0.75

PAIN0055-006 07/01/2019

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 35.45	12.56

PLAS0072-004 06/01/2019

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 30.21	14.93

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

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
 Zone 1: 0 - 45 radius miles from the main post office
 Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2019

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

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 44.43	18.04
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 44.93	18.04
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 44.93	18.04

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 36.58	18.77
CEMENT MASONS.....	\$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

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

- ZONE 1: Projects within 30 miles of the respective city hall
- ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.
- ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2019

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

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.08	15.27
GROUP 2.....	\$ 29.20	15.27
GROUP 3.....	\$ 29.34	15.27
GROUP 4.....	\$ 29.62	15.27
GROUP 5.....	\$ 29.85	15.27
GROUP 6.....	\$ 30.03	15.27
GROUP 7.....	\$ 30.24	15.27

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 06/01/2019

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:.....	\$ 40.38	20.46
GROUP 2:.....	\$ 39.54	20.46
GROUP 3:.....	\$ 36.73	20.46
GROUP 4:.....	\$ 31.76	20.46
GROUP 5:.....	\$ 39.93	20.46

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

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

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

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 01/01/2019

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

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

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

BASE POINTS: Spokane, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

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

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

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

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

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

NOTE:

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

Washington State Prevailing Wage

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

Prevailing wage rates which have been published On: 2/3/2020 and will be effective from: 3/4/2020

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
King	Asbestos Abatement Workers	Journey Level	\$50.86	<u>5D</u>	<u>1H</u>	
King	Boilermakers	Journey Level	\$69.29	<u>5N</u>	<u>1C</u>	
King	Brick Mason	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>	
King	Brick Mason	Pointer-Caulker-Cleaner	\$58.82	<u>5A</u>	<u>1M</u>	
King	Building Service Employees	Janitor	\$25.58	<u>5S</u>	<u>2F</u>	
King	Building Service Employees	Traveling Waxer/Shampooer	\$26.03	<u>5S</u>	<u>2F</u>	
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$29.33	<u>5S</u>	<u>2F</u>	
King	Building Service Employees	Window Cleaner (Scaffold)	\$30.33	<u>5S</u>	<u>2F</u>	
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>	
King	Carpenters	Acoustical Worker	\$62.44	<u>7A</u>	<u>4C</u>	
King	Carpenters	Carpenter	\$62.44	<u>7A</u>	<u>4C</u>	
King	Carpenters	Carpenters on Stationary Tools	\$62.57	<u>7A</u>	<u>4C</u>	
King	Carpenters	Creosoted Material	\$62.54	<u>7A</u>	<u>4C</u>	
King	Carpenters	Floor Finisher	\$62.44	<u>7A</u>	<u>4C</u>	
King	Carpenters	Floor Layer	\$62.44	<u>7A</u>	<u>4C</u>	
King	Carpenters	Scaffold Erector	\$62.44	<u>7A</u>	<u>4C</u>	
King	Cement Masons	Application of all Composition Mastic	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Application of all Epoxy Material	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Application of all Plastic Material	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Application of Sealing Compound	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Application of Underlayment	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Building General	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Composition or Kalman Floors	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Concrete Paving	\$62.47	<u>7A</u>	<u>4U</u>	

King	Cement Masons	Curb & Gutter Machine	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Curb & Gutter, Sidewalks	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Curing Concrete	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Finish Colored Concrete	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Floor Grinding	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Floor Grinding/Polisher	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Green Concrete Saw, self-powered	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Grouting of all Plates	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Grouting of all Tilt-up Panels	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Guniting Nozzleman	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Hand Powered Grinder	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Journey Level	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Patching Concrete	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Pneumatic Power Tools	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Power Chipping & Brushing	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Sand Blasting Architectural Finish	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Screed & Rodding Machine	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Spackling or Skim Coat Concrete	\$62.47	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Troweling Machine Operator	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Troweling Machine Operator on Colored Slabs	\$62.97	<u>7A</u>	<u>4U</u>	
King	Cement Masons	Tunnel Workers	\$62.97	<u>7A</u>	<u>4U</u>	
King	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$116.20	<u>7A</u>	<u>4C</u>	
King	Divers & Tenders	Dive Supervisor/Master	\$79.23	<u>7A</u>	<u>4C</u>	
King	Divers & Tenders	Diver	\$116.20	<u>7A</u>	<u>4C</u>	<u>8V</u>
King	Divers & Tenders	Diver On Standby	\$74.23	<u>7A</u>	<u>4C</u>	
King	Divers & Tenders	Diver Tender	\$67.31	<u>7A</u>	<u>4C</u>	
King	Divers & Tenders	Manifold Operator	\$67.31	<u>7A</u>	<u>4C</u>	
King	Divers & Tenders	Manifold Operator Mixed Gas	\$72.31	<u>7A</u>	<u>4C</u>	
King	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$67.31	<u>7A</u>	<u>4C</u>	
King	Divers & Tenders	Remote Operated Vehicle Tender	\$62.69	<u>7A</u>	<u>4C</u>	
King	Dredge Workers	Assistant Engineer	\$56.44	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Assistant Mate (Deckhand)	\$56.00	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Boatmen	\$56.44	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Engineer Welder	\$57.51	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Leverman, Hydraulic	\$58.67	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Mates	\$56.44	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Oiler	\$56.00	<u>5D</u>	<u>3F</u>	
King	Drywall Applicator	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>	
King	Drywall Tapers	Journey Level	\$62.81	<u>5P</u>	<u>1E</u>	
King	Electrical Fixture Maintenance Workers	Journey Level	\$31.99	<u>5L</u>	<u>1E</u>	

King	Electricians - Inside	Cable Splicer	\$87.22	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Cable Splicer (tunnel)	\$93.74	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Certified Welder	\$84.26	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Certified Welder (tunnel)	\$90.47	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Construction Stock Person	\$43.18	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Journey Level	\$81.30	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Journey Level (tunnel)	\$87.22	<u>7C</u>	<u>4E</u>	
King	Electricians - Motor Shop	Journey Level	\$47.53	<u>5A</u>	<u>1B</u>	
King	Electricians - Powerline Construction	Cable Splicer	\$82.39	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Certified Line Welder	\$75.64	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Groundperson	\$49.17	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$75.64	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Journey Level Lineperson	\$75.64	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Line Equipment Operator	\$64.54	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Meter Installer	\$49.17	<u>5A</u>	<u>4D</u>	<u>8W</u>
King	Electricians - Powerline Construction	Pole Sprayer	\$75.64	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Powderperson	\$56.49	<u>5A</u>	<u>4D</u>	
King	Electronic Technicians	Journey Level	\$53.57	<u>7E</u>	<u>1E</u>	
King	Elevator Constructors	Mechanic	\$97.31	<u>7D</u>	<u>4A</u>	
King	Elevator Constructors	Mechanic In Charge	\$105.06	<u>7D</u>	<u>4A</u>	
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$18.25	<u>5B</u>	<u>1R</u>	
King	Fence Erectors	Fence Erector	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Fence Erectors	Fence Laborer	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Flaggers	Journey Level	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Glaziers	Journey Level	\$66.51	<u>7L</u>	<u>1Y</u>	
King	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$76.61	<u>5J</u>	<u>4H</u>	
King	Heating Equipment Mechanics	Journey Level	\$85.88	<u>7F</u>	<u>1E</u>	
King	Hod Carriers & Mason Tenders	Journey Level	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Industrial Power Vacuum Cleaner	Journey Level	\$13.50		<u>1</u>	
King	Inland Boatmen	Boat Operator	\$61.41	<u>5B</u>	<u>1K</u>	
King	Inland Boatmen	Cook	\$56.48	<u>5B</u>	<u>1K</u>	
King	Inland Boatmen	Deckhand	\$57.48	<u>5B</u>	<u>1K</u>	
King	Inland Boatmen	Deckhand Engineer	\$58.81	<u>5B</u>	<u>1K</u>	
King	Inland Boatmen	Launch Operator	\$58.89	<u>5B</u>	<u>1K</u>	
King	Inland Boatmen	Mate	\$57.31	<u>5B</u>	<u>1K</u>	
King	Inspection/Cleaning/Sealing	Cleaner Operator, Foamer	\$31.49		<u>1</u>	

	Of Sewer & Water Systems By Remote Control	Operator				
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$13.50		<u>1</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		<u>1</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		<u>1</u>	
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		<u>1</u>	
King	Insulation Applicators	Journey Level	\$62.44	<u>7A</u>	<u>4C</u>	
King	Ironworkers	Journeyman	\$73.73	<u>7N</u>	<u>1O</u>	
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Airtrac Drill Operator	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Ballast Regular Machine	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Batch Weighman	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Brick Pavers	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Brush Cutter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Brush Hog Feeder	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Burner	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Caisson Worker	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Carpenter Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Cement Dumper-paving	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Cement Finisher Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Change House Or Dry Shack	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Chipping Gun (30 Lbs. And Over)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Chipping Gun (Under 30 Lbs.)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Choker Setter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Chuck Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Clary Power Spreader	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Clean-up Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Concrete Dumper/Chute Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Concrete Form Stripper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Concrete Placement Crew	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Concrete Saw Operator/Core Driller	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Crusher Feeder	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Curing Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Ditch Digger	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>

King	Laborers	Diver	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Drill Operator (Hydraulic, Diamond)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Dry Stack Walls	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Dump Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Epoxy Technician	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Erosion Control Worker	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Faller & Bucker Chain Saw	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Fine Graders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Firewatch	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Form Setter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Gabian Basket Builders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	General Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Grade Checker & Transit Person	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Grinders	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Grout Machine Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Guardrail Erector	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Hazardous Waste Worker (Level A)	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Hazardous Waste Worker (Level B)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Hazardous Waste Worker (Level C)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	High Scaler	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Jackhammer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Laserbeam Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Maintenance Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Manhole Builder-Mudman	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Material Yard Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Motorman-Dinky Locomotive	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Nozzleman (Concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Blaster, Vacuum Blaster)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Pavement Breaker	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Pilot Car	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Pipe Layer Lead	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Pipe Layer/Tailor	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Pipe Pot Tender	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Pipe Reliner	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Pipe Wrapper	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Pot Tender	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Powderman	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>

King	Laborers	Powderman's Helper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Power Jacks	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Railroad Spike Puller - Power	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Raker - Asphalt	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Re-timberman	\$52.44	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Remote Equipment Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Rigger/Signal Person	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Rip Rap Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Rivet Buster	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Rodder	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Scaffold Erector	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Scale Person	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Sloper (Over 20")	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Sloper Sprayer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Spreader (Concrete)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Stake Hopper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Stock Piler	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Swinging Stage/Boatswain Chair	\$43.11	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Tamper (Multiple & Self-propelled)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Toolroom Person (at Jobsite)	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Topper	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Track Laborer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Track Liner (Power)	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Traffic Control Laborer	\$46.10	<u>7A</u>	<u>4V</u>	<u>9C</u>
King	Laborers	Traffic Control Supervisor	\$46.10	<u>7A</u>	<u>4V</u>	<u>9C</u>
King	Laborers	Truck Spotter	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Tugger Operator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$120.61	<u>7A</u>	<u>4V</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$125.64	<u>7A</u>	<u>4V</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$129.32	<u>7A</u>	<u>4V</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$135.02	<u>7A</u>	<u>4V</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$137.14	<u>7A</u>	<u>4V</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$142.24	<u>7A</u>	<u>4V</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$144.14	<u>7A</u>	<u>4V</u>	<u>9B</u>
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$146.14	<u>7A</u>	<u>4V</u>	<u>9B</u>

King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$148.14	<u>7A</u>	<u>4V</u>	<u>9B</u>
King	Laborers	Tunnel Work-Guage and Lock Tender	\$52.54	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Tunnel Work-Miner	\$52.54	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Vibrator	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Vinyl Seamer	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Watchman	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Welder	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Well Point Laborer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers	Window Washer/Cleaner	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$50.86	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Laborers - Underground Sewer & Water	Pipe Layer	\$51.80	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$39.18	<u>7A</u>	<u>4V</u>	<u>8Y</u>
King	Landscape Construction	Landscape Operator	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Landscape Maintenance	Groundskeeper	\$17.87		<u>1</u>	
King	Lathers	Journey Level	\$62.44	<u>5D</u>	<u>1H</u>	
King	Marble Setters	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>	
King	Metal Fabrication (In Shop)	Fitter	\$15.86		<u>1</u>	
King	Metal Fabrication (In Shop)	Laborer	\$13.50		<u>1</u>	
King	Metal Fabrication (In Shop)	Machine Operator	\$13.50		<u>1</u>	
King	Metal Fabrication (In Shop)	Painter	\$13.50		<u>1</u>	
King	Metal Fabrication (In Shop)	Welder	\$15.48		<u>1</u>	
King	Millwright	Journey Level	\$63.94	<u>7A</u>	<u>4C</u>	
King	Modular Buildings	Cabinet Assembly	\$13.50		<u>1</u>	
King	Modular Buildings	Electrician	\$13.50		<u>1</u>	
King	Modular Buildings	Equipment Maintenance	\$13.50		<u>1</u>	
King	Modular Buildings	Plumber	\$13.50		<u>1</u>	
King	Modular Buildings	Production Worker	\$13.50		<u>1</u>	
King	Modular Buildings	Tool Maintenance	\$13.50		<u>1</u>	
King	Modular Buildings	Utility Person	\$13.50		<u>1</u>	
King	Modular Buildings	Welder	\$13.50		<u>1</u>	
King	Painters	Journey Level	\$43.40	<u>6Z</u>	<u>2B</u>	
King	Pile Driver	Crew Tender	\$67.31	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Crew Tender/Technician	\$67.31	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$77.93	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$82.93	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$86.93	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker	\$91.93	<u>7A</u>	<u>4C</u>	

		54.01 - 60.00 PSI				
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$94.43	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$99.43	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$101.43	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$103.43	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$105.43	<u>7A</u>	<u>4C</u>	
King	Pile Driver	Journey Level	\$62.69	<u>7A</u>	<u>4C</u>	
King	Plasterers	Journey Level	\$59.42	<u>7Q</u>	<u>1R</u>	
King	Playground & Park Equipment Installers	Journey Level	\$13.50		<u>1</u>	
King	Plumbers & Pipefitters	Journey Level	\$89.19	<u>6Z</u>	<u>1G</u>	
King	Power Equipment Operators	Asphalt Plant Operators	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Assistant Engineer	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Barrier Machine (zipper)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Batch Plant Operator: concrete	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Bobcat	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Brooms	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Bump Cutter	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Cableways	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Chipper	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Compressor	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Conveyors	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Cranes friction: 200 tons and over	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>

King	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Crusher	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Derricks, On Building Work	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Dozers D-9 & Under	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Drilling Machine	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Gradechecker/Stakeman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Guardrail Punch	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Horizontal/Directional Drill Locator	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Horizontal/Directional Drill Operator	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Hydralifts/Boom Trucks, 10	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>

		Tons And Under				
King	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Loaders, Plant Feed	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Locomotives, All	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Material Transfer Device	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Motor Patrol Graders	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Pavement Breaker	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Posthole Digger, Mechanical	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Power Plant	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Pumps - Water	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Rigger and Bellman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Rigger/Signal Person, Bellman (Certified)	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Rollagon	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>

		Materials				
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Saws - Concrete	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Service Engineers - Equipment	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Shotcrete/Gunite Equipment	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Slipform Pavers	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Spreader, Topside & Screedman	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Subgrader Trimmer	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Tower Bucket Elevators	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Trenching Machines	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Truck Crane Oiler/Driver Under 100 Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Welder	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators	Yo Yo Pay Dozer	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>

King	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Brooms	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes friction: 200 tons and over	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$71.26	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-	Cranes: Friction cranes	\$70.57	<u>7A</u>	<u>3K</u>	<u>8X</u>

	Underground Sewer & Water	through 199 tons				
King	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Crusher	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Gradechecker/Stakeman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Locator	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/Directional Drill Operator	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks Over 10 Tons	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/Boom Trucks, 10 Tons And Under	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>

King	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$69.85	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman (Certified)	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>

	Underground Sewer & Water					
King	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$68.02	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$68.55	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$68.02	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$68.55	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$68.02	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$69.16	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Service Engineers - Equipment	\$68.02	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Shotcrete/Gunite Equipment	\$65.05	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$68.02	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$69.16	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$68.55	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$69.85	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$70.57	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$69.16	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$69.16	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$68.55	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$68.02	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$69.85	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$70.57	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$71.26	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$69.16	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$68.02	7A	3K	8X
King	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$68.55	7A	3K	8X
King	Power Equipment Operators-	Truck Crane Oiler/Driver	\$68.02	7A	3K	8X

	Underground Sewer & Water	Under 100 Tons				
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$68.55	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$53.10	<u>5A</u>	<u>4A</u>	
King	Power Line Clearance Tree Trimmers	Spray Person	\$50.40	<u>5A</u>	<u>4A</u>	
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$53.10	<u>5A</u>	<u>4A</u>	
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$47.48	<u>5A</u>	<u>4A</u>	
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$36.10	<u>5A</u>	<u>4A</u>	
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$84.01	<u>6Z</u>	<u>1G</u>	
King	Residential Brick Mason	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>	
King	Residential Carpenters	Journey Level	\$32.06		<u>1</u>	
King	Residential Cement Masons	Journey Level	\$29.25		<u>1</u>	
King	Residential Drywall Applicators	Journey Level	\$46.43	<u>7A</u>	<u>4C</u>	
King	Residential Drywall Tapers	Journey Level	\$47.04	<u>5P</u>	<u>1E</u>	
King	Residential Electricians	Journey Level	\$36.01		<u>1</u>	
King	Residential Glaziers	Journey Level	\$45.90	<u>7L</u>	<u>1H</u>	
King	Residential Insulation Applicators	Journey Level	\$29.87		<u>1</u>	
King	Residential Laborers	Journey Level	\$26.18		<u>1</u>	
King	Residential Marble Setters	Journey Level	\$27.38		<u>1</u>	
King	Residential Painters	Journey Level	\$27.80		<u>1</u>	
King	Residential Plumbers & Pipefitters	Journey Level	\$39.43		<u>1</u>	
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$54.12	<u>5A</u>	<u>1G</u>	
King	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$51.89	<u>7F</u>	<u>1R</u>	
King	Residential Soft Floor Layers	Journey Level	\$51.07	<u>5A</u>	<u>3J</u>	
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$50.89	<u>5C</u>	<u>2R</u>	
King	Residential Stone Masons	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>	
King	Residential Terrazzo Workers	Journey Level	\$54.06	<u>5A</u>	<u>1M</u>	
King	Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		<u>1</u>	
King	Residential Tile Setters	Journey Level	\$21.04		<u>1</u>	
King	Roofers	Journey Level	\$55.02	<u>5A</u>	<u>3H</u>	
King	Roofers	Using Irritable Bituminous Materials	\$58.02	<u>5A</u>	<u>3H</u>	

King	Sheet Metal Workers	Journey Level (Field or Shop)	\$85.88	<u>7F</u>	<u>1E</u>	
King	Shipbuilding & Ship Repair	New Construction Boilermaker	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Carpenter	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Crane Operator	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Electrician	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$76.61	<u>5J</u>	<u>4H</u>	
King	Shipbuilding & Ship Repair	New Construction Laborer	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Machinist	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Painter	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Pipefitter	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Rigger	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Shipfitter	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$36.36	<u>7V</u>	<u>1</u>	
King	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$46.15	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$44.95	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>	
King	Shipbuilding & Ship Repair	Ship Repair Electrician	\$46.22	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$76.61	<u>5J</u>	<u>4H</u>	
King	Shipbuilding & Ship Repair	Ship Repair Laborer	\$46.15	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Machinist	\$46.15	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>	
King	Shipbuilding & Ship Repair	Ship Repair Painter	\$46.15	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$46.15	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Rigger	\$46.15	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$46.15	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$44.95	<u>7X</u>	<u>4J</u>	
King	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>	
King	Sign Makers & Installers (Electrical)	Journey Level	\$49.44	<u>0</u>	<u>1</u>	
King	Sign Makers & Installers (Non-Electrical)	Journey Level	\$31.96	<u>0</u>	<u>1</u>	
King	Soft Floor Layers	Journey Level	\$51.07	<u>5A</u>	<u>3J</u>	
King	Solar Controls For Windows	Journey Level	\$13.50		<u>1</u>	
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$82.39	<u>5C</u>	<u>1X</u>	
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.50		<u>1</u>	

King	Stone Masons	Journey Level	\$58.82	<u>5A</u>	<u>1M</u>	
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		<u>1</u>	
King	Surveyors	Assistant Construction Site Surveyor	\$68.02	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Surveyors	Chainman	\$65.05	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Surveyors	Construction Site Surveyor	\$69.16	<u>7A</u>	<u>3K</u>	<u>8X</u>
King	Telecommunication Technicians	Journey Level	\$53.57	<u>7E</u>	<u>1E</u>	
King	Telephone Line Construction - Outside	Cable Splicer	\$41.81	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$23.53	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Installer (Repairer)	\$40.09	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Special Aparatus Installer I	\$41.81	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Special Apparatus Installer II	\$40.99	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$41.81	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$38.92	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Telephone Lineperson	\$38.92	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Television Groundperson	\$22.32	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Television Lineperson/Installer	\$29.60	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Television System Technician	\$35.20	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Television Technician	\$31.67	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Tree Trimmer	\$38.92	<u>5A</u>	<u>2B</u>	
King	Terrazzo Workers	Journey Level	\$54.06	<u>5A</u>	<u>1M</u>	
King	Tile Setters	Journey Level	\$54.06	<u>5A</u>	<u>1M</u>	
King	Tile, Marble & Terrazzo Finishers	Finisher	\$44.89	<u>5A</u>	<u>1B</u>	
King	Traffic Control Stripers	Journey Level	\$47.68	<u>7A</u>	<u>1K</u>	
King	Truck Drivers	Asphalt Mix Over 16 Yards	\$61.59	<u>5D</u>	<u>4Y</u>	<u>8L</u>
King	Truck Drivers	Asphalt Mix To 16 Yards	\$60.75	<u>5D</u>	<u>4Y</u>	<u>8L</u>
King	Truck Drivers	Dump Truck	\$60.75	<u>5D</u>	<u>4Y</u>	<u>8L</u>
King	Truck Drivers	Dump Truck & Trailer	\$61.59	<u>5D</u>	<u>4Y</u>	<u>8L</u>
King	Truck Drivers	Other Trucks	\$61.59	<u>5D</u>	<u>4Y</u>	<u>8L</u>
King	Truck Drivers - Ready Mix	Transit Mix	\$61.59	<u>5D</u>	<u>4Y</u>	<u>8L</u>
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>	
King	Well Drillers & Irrigation Pump Installers	Oiler	\$13.50		<u>1</u>	
King	Well Drillers & Irrigation	Well Driller	\$18.00		<u>1</u>	

[Pump Installers](#)

APPENDIX B
Federal Aid Provisions FHWA 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- | | |
|--|---|
| <ul style="list-style-type: none"> I. General II. Nondiscrimination III. Nonsegregated Facilities IV. Davis-Bacon and Related Act Provisions V. Contract Work Hours and Safety Standards Act Provisions VI. Subletting or Assigning the Contract VII. Safety: Accident Prevention VIII. False Statements Concerning Highway Projects IX. Implementation of Clean Air Act and Federal Water Pollution Control Act X. Compliance with Governmentwide Suspension and Debarment Requirements XI. Certification Regarding Use of Contract Funds for Lobbying | <p>subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).</p> <p>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.</p> |
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ATTACHMENTS

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

I. GENERAL

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

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

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

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 u.s.c. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

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

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough

indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the

spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
 - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
 - b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor

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

- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

- a. The records kept by the contractor shall

document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [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.

between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or

mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a

period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set

forth in Regulations, 29 CFR part 3;

- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees** (programs of the U.S. DOT).

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

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

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and

7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any

person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

v. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. **Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING

HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier

Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

xI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

APPENDIX C

WSDOT Approved Traffic Control Plan



Application for General Permit

Permit No.

NWK-1961-SAM

Applicant - Please print or type all information

Application is Hereby Made For: General Permit (No Fee)
 General Permit \$2.50 (Subject to RCW 47.12.140(2))

Intended Use of State Right of Way is to Construct, Operate, and Maintain a:
traffic control plan for the city of Sammamish's ITS project which will install fiber optic lines along SR 202.

on a portion of State Route 202 (at/from) MilePost 10.81 to Mile Post 13.01 in King County,
to begin in the SE 1/4 of the NW 1/4 Section 17 Township 25 North: Range 06E West/East W.M.
and end in the SW 1/4 of the NW 1/4 Section 23 Township 25 North: Range 06E West/East W.M.

This Permit is issued pursuant to the applicable terms of RCW 47.32.110 (Roadside Users) and RCW 47.12.140 (Sale of Timber and Removal of Nonmarketable Materials).

City of Sammamish

Applicant (Referred to as Grantee)

801 228th Avenue SE

Address

Sammamish

WA

98075

City

State

Zip Code

425-295-0575

Telephone

Applicant Reference (WO) Number

Applicant Authorized Signature

Isabel Diaz

Print or Type Name

Senior Traffic Engineer

Title

Dated this _____ day of _____,

911980261

Federal Tax ID Number or Social Security Number

Authorization to Occupy Only If Approved Below

The Washington State Department of Transportation referred to as the "Department," hereby grants this Permit subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof. Construction facilities proposed under this application shall begin within one year and must be completed within three years from date of approval.

For Department Use Only

Exhibits Attached

Exhibit A - Special Provisions - 7 pages

Exhibit B - Right of Way Plan Sheets - 9 pages

Exhibit C - Approved Traffic Control Plan - 10 pages

Department Approval

By:

Ramin Pazooki

Title: Utilities and Development Services Manager

Date:

11/25/19

Expiration Date:

November 1, 2020

General Provisions

No changes to these General Provisions may be made without further approval of the Office of the Attorney General

This Permit is issued pursuant to the applicable terms of RCW 47.32.110 (Roadside Users) and RCW 47.12.140 (Sale of Timber and Removal of Nonmarketable Materials).

DOCUMENTS, NON-EXCLUSIVE, COMPLIANCE WITH LAW, WORK

1. A copy of this Permit must be on the job site, protected from the elements, at all times during any Permittee activity, construction or improvement Work as authorized by this Permit. "Work" under this Permit shall include the use of the state-owned right of way as authorized herein.
2. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature to other public or private entities, nor shall it prevent the Department from using any of the state-owned highway right of way or other properties for transportation purposes, or affect the Department's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered.
3. The Permittee shall be responsible for compliance with all federal, state, and local laws and regulations.
4. Upon approval of this Permit, the Permittee shall diligently proceed with the Work and comply with all General and Special provisions herein.

DEPARTMENT NOTIFICATION: SURVEY MONUMENTS, HIGHWAY SIGNS, FENCES, LANDSCAPING

5. The Permittee shall contact the Department representative(s), listed in Exhibit A, Special Provisions, two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Permittee will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Permittee, the Department, prior to Permittee Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Permittee shall cease Work in that area and immediately notify the Department of the discovery. The Department will coordinate with the Permittee to ensure that the monument or right of way marker is recorded or replaced. The Permittee agrees to pay all Department actual direct and related indirect costs and expenses to perform monument or right of way marker work, pursuant to the provisions of Section 18-Invoice and Payment.
6. In the event any milepost, fence, or guardrail is located within the limits of the Permittee's Work and will be disturbed during Permittee Work, the Permittee agrees to carefully remove these highway facilities prior to Permittee Work and reset or replace these highway facilities after the Permittee Work, to the Department's sole satisfaction and at the sole cost of the Permittee. The Permittee shall not remove or disturb any highway signs, traffic control devices, or landscaping unless specifically authorized.

PERMIT EXTENSION, ASSIGNMENT, AND REVOCATION:

7. This Permit may not be extended without the Department's prior written approval.
8. The Permittee shall not assign or transfer this Permit without the Department's prior written approval. The Permittee understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit, and the Permittee agrees to advise the assignee or transferee of its obligation to apply for an updated or replacement Permit from the Department.
9. This Permit is granted solely within the discretion of the Department. It may be revoked at will and at any time by giving thirty (30) calendar days written notice to the Permittee. Revocation shall automatically take effect on the thirty-first day without further action by the Department. Permittee acknowledges and agrees that it has no due process or appeal rights should the Department decide, for any reason whatsoever, to revoke this Permit. Thereafter, if the Permittee has not removed its facilities or otherwise fails to return the state property back to its original condition as solely determined by the Department, the Department shall perform such work at the Permittee's sole cost and expense, and the Permittee shall pay the Department's actual direct and related indirect costs and expenses for performing the work pursuant to the provisions of Section 18-Invoice and Payment.
10. Should the Permittee breach any of the conditions or requirements of this Permit, or should the Permittee fail to proceed with due diligence and in good faith with the Work as authorized by this Permit, the Department may revoke the Permit. The Department shall give thirty (30) calendar days written notice to the Permittee, and upon the thirty-first day, this Permit shall be deemed revoked without further action by the Department. Thereafter, if the Permittee has not removed its facilities or otherwise fails to return the state property back to its original condition as solely determined by the Department, the Department shall perform such work at the Permittee's sole cost and expense, and the Permittee shall pay the Department's actual direct and related indirect costs and expenses for performing the work pursuant to the provisions of Section 18-Invoice and Payment.

MODIFICATION OF PERMIT AND/OR WORK:

11. The Department may modify this Permit at any time by giving Permittee written notice. If this Permit is modified, the Permittee will have thirty (30) calendar days from the date of the written notice to modify the Work as required by the Department. If the modifications cannot be made within thirty (30) calendar days, the Permittee shall request the Department, in writing, during the thirty (30) calendar day time period for an extension of time in which to make the modifications. Any extension of time shall be solely within the Department's discretion.

12. If the Permittee desires to modify this Permit and/or the Work, it shall notify the Department representative(s) listed in Exhibit A, Special Provisions, in writing of all proposed changes for the Department's prior approval. The Department agrees to provide written acceptance or rejection of the proposed change(s) to the Permittee within Ten (10) business days.

13. Should the Permittee fail or refuse to comply with the Department's direction pursuant to section 11, the Department will implement section 10 and revoke the Permit.

ADDITIONAL PERMIT OBLIGATIONS

14. The Permittee shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with the Department's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without the Department's prior written approval and/or as may be provided in this Permit's Special Provisions.

15. Upon completion of all Work, the Permittee shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to the Department's sole satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within seven (7) calendar days of Work completion, unless the Department approves otherwise, will be done by the Department at the expense of the Permittee. The Permittee agrees to reimburse the Department's actual direct and related indirect costs and expenses for performing the work pursuant to the provisions of Section 18-Invoice and Payment.

16. The Permittee agrees to maintain, at its sole expense, its Work under this Permit in a manner satisfactory to the Department in the Department's sole discretion.

17. If the Department determines that emergency maintenance of the Work is required to (a) protect any aspect of the state highway right of way, or (b) secure the safety of the traveling public due to a failure of the Permittee's Work or its maintenance thereof, the Department may perform the emergency maintenance work without the Permittee's prior approval, and the Permittee agrees to reimburse the Department's actual direct and related indirect costs and expenses for performing the emergency maintenance work pursuant to the provisions of Section 18 – Invoice and Payment. The Department will notify the Permittee of the emergency work performed as soon as practicable.

INVOICE AND PAYMENTS

18. If the Department performs work as provided for in this Permit by state forces or its contractor, including but not limited to any modification, repair, clean up or removal of the Work authorized under this Permit:

a. The Department will assign a reimbursable account to the Permittee as a means of invoicing the Permittee for the costs associated with the work.

b. The Department will provide a detailed invoice, including direct and related indirect costs, to the Permittee for the work performed by the Department or its contractor(s), and the Permittee agrees to pay the Department within fifteen (15) calendar days of receipt of an invoice.

c. The Permittee agrees that if payment is not made to the Department as herein agreed, the Department may charge late fees, interest or refer the debt to a collection agency, all in accordance with Washington State Law.

ADDITIONAL REQUIRED PERMITS

19. The Permittee shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit. The Permittee shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is solely responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Permittee, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, the Department and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the Permittee's failure to (1) obtain any required permit for the Permittee Work or (2) comply with permit conditions.

20. The Permittee hereby certifies that its facilities described in this Permit are in compliance with the Clear Zone Guidelines pursuant to Chapter 1600 of the Department's Design Manual (M 22-01) and any revisions thereto.

INDEMNIFICATION, WAIVER, VENUE, ATTORNEYS FEES, AND RELOCATION/EMINENT DOMAIN

21. The Permittee, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers, employees, and agents from all claims, demands, damages (both to persons and/or property), expenses, regulatory fines, and/or suits in law and in equity that (1) arise out of or are incident to any acts or omissions of the Permittee, its agents, contractors, employees, invitees and/or any other person in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit, or (2) are caused by the breach of any of the terms or conditions of this Permit by the Permittee, its successors and assigns, and its contractors, agents, employees, invitees and/or any other person. The Permittee, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers, employees and/or agents, if the claim, suit, or action for damages (both to persons and/or property) is caused by the sole acts or omissions of the State of Washington, its officers, employees and/or agents; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers, employees and/or agents, and (b) the Permittee, its agents, contractors, employees, invitees, and/or any other person or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Permittee, its agents, contractors, employees, invitees, and/or any other person.

22. The Permittee agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit while located on or off state-owned highway right of way. For this purpose, the Permittee, by MUTUAL NEGOTIATION, hereby WAIVES, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.

23. The indemnification and WAIVER provided for in sections 21 and 22 shall survive the termination of this Permit.

24. In the event that the Permittee or the Department deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Permit, the Permittee and Department agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Permittee agrees that it shall be solely responsible for its own attorneys fees and costs and agrees that it shall not seek nor be entitled to recovery of such attorneys fees and costs.

25. **NONAPPLICABILITY OF RELOCATION ASSISTANCE/EMINENT DOMAIN.** The Permittee acknowledges that this Permit does not at any time entitle the Permittee, its successors or assigns, to assistance under the Uniform Relocation and Real Property Acquisition Policy (ch. 8.26 RCW). Further, the revocation or other termination of this Permit shall not be deemed a taking by the state under the laws of eminent domain.

SPECIAL PROVISIONS
County Projects on State Highways
City Projects on Limited Access State Highways

Agreement Number: NWK-1961-SAM

The Agreement and these Special Provisions apply to all construction items within WSDOT jurisdiction and maintenance responsibility only.

Applicable provisions are denoted by ()

1. **WSDOT REPRESENTATIVE/NOTICE TO PROCEED.** *(Applicable to ALL Projects)*
No Improvements provided for herein shall be performed until the Agency is authorized by the following WSDOT representative:

Rus Mandrey, WSDOT Construction Representative
WSDOT Northwest Region NB82-240
15700 Dayton Avenue North
PO Box 330310
Seattle WA 98133-9710
206-327-1877
manderr@wsdot.wa.gov

2. **PLAN CHANGES** *(Applicable to ALL Projects)*
- **AGENCY CHANGE ORDERS / ADDENDAS.** Changes to any previously Approved Plans affecting WSDOT-owned highway right-of-way or highway right-of-way under WSDOT jurisdiction must be reviewed and approved in writing by WSDOT prior to execution and implication
 - **WSDOT REQUIRED CHANGES OR CORRECTIONS.** WSDOT reserves the right to require changes or corrections due to plan omissions or details not in conformance with WSDOT's Standard Specifications, Standard Plans, Design Manual Design Standards and/or Project Special Provisions.
3. **DELAY TO WSDOT CONTRACTS** *(Applicable to ALL Projects)*. The Agency agrees to schedule and perform the Improvements herein in such a manner as not to delay WSDOT's contractor in the performance of any WSDOT contract in the area. WSDOT shall in no way be held liable for any damage to the Agency or the Agency's contractor, by reason of any such work by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT upon any applicable roads, streets, public places, or structures.
4. **AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS** *(Applicable to ALL New Construction and Alteration Projects)*. All public entities are required to follow *the Americans with Disabilities Act of 1990 (ADA)*, regardless of funding sources. Wherever pedestrian facilities are intended to be a part of the transportation facility, federal regulations require that those pedestrian facilities meet ADA standards. All new construction or alteration of existing transportation facilities must be designed and constructed to be accessible to and usable by persons with disabilities per Title II of the ADA (28 CFR Part 35.151) and Section 504 regulations (49 CFR Part 27.7(c)).

Neither cost nor schedule are factors in determining whether the ADA standards can be met, nor are they factors in determining the feasibility of complying with the standard. An alteration project must be planned, designed, and constructed so that the required accessibility improvements occur at the same time as the alteration.

The following are not considered Alteration Projects: Spot Pavement Repair, Liquid-Asphalt Sealing, Chip Seal (BST), Crack Sealing, and Lane Restriping that does not alter the usability of the shoulder.

If there is uncertainty as to whether a project meets the definition of an alteration project, WSDOT's Construction Representative and the Agency's Representative shall consult with WSDOT's Regional ADA Coordinator.

If a situation is encountered where it may not be possible to fully meet the applicable accessibility requirements during alterations of existing facilities, WSDOT's Construction Representative and the Agency's Representative shall consult with WSDOT's Regional ADA Coordinator in order to develop a workable solution to meet the accessibility requirements to the maximum extent feasible (MEF).

5. **TRAFFIC CONTROL AND PUBLIC SAFETY** *(Applicable to all City Projects within Limited Access Areas and/or City Projects within Managed Access Areas involving WSDOT maintained Traffic Signals, Freeway Ramps, or Ferry Traffic. Applicable to all other City Projects when WSDOT assistance is requested by the City. Applicable to all County Projects)*

- **TRAFFIC CONTROL PLANS (TCPs).** Prior to construction and/or maintenance of this facility, the Agency shall submit Traffic Control Plans to WSDOT for Review and Approval at least ten (10) days in advance of the time that signing and other traffic control devices will be required. These TCP's shall be in compliance with The Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways – Part 6 (Temporary Traffic Control) <https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/part6.pdf> and Washington modifications thereto. All TCP's shall be site specific, unless allowed otherwise by WSDOT.
- **MODIFICATION OR REVOCATION OF APPROVED TRAFFIC CONTROL PLANS.** WSDOT reserves the right to modify or revoke any Traffic Control Plan at any time due to unexpected emergencies or safety and operational problems for the traveling public. All costs and time delays associated with modification or revocation shall be borne by the Agency. WSDOT shall in no way be held liable for any delays, costs, or other damages to the Agency by reason of any such WSDOT action.
- **PERMITTED HOURS FOR LANE CLOSURES / WSDOT NOTIFICATION.** The working hours within State owned highway right-of-way or highway right-of-way under WSDOT jurisdiction for this project are restricted per the Approved Traffic Control Plan(s). Any extension of these hours must be requested in writing and approved by the WSDOT in writing prior to construction. Weekend or Holiday (including Canadian Holidays-Skagit & Whatcom Counties) work is not permitted without prior written permission from the WSDOT. Five (5) working days written notification shall be given to the WSDOT's Representative prior to any lane closure.
- **SUSPENSION OF TRAFFIC CONTROL OPERATIONS.** WSDOT reserves the right to suspend all lane and shoulder closure operations due to unexpected emergencies or impediments to the flow of traffic. All costs associated with this suspension shall be borne by the Agency or their contractor.
- **HAZARD PROTECTION.** All hazards to vehicular, pedestrian, and bicycle traffic shall be marked by warning signing, barricades, and lights.
- **STORAGE OF EQUIPMENT AND MATERIALS.** All lanes shall be open and the shoulders shall be clear of construction equipment and materials during non-working hours. The Work Zone Clear Zone (WZCZ) applies during working and non-working hours. The WZCZ applies only to temporary roadside objects introduced by the Agency's operations and does not apply to pre-existing conditions or permanent Improvements. Those operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other Contract or Agreement requirements.

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

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

Non-essential vehicles and employees private vehicles shall not be allowed to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing, and WSDOT has provided written approval.

- 6. TRAFFIC CONTROL SUPERVISOR** *(Applicable to City Projects within Limited Access Areas; and/or City Projects within Managed Access Areas involving WSDOT maintained Traffic Signals, Freeway Ramps, or Ferry Traffic. Applicable to all County Projects).* The Agency or their Prime Contractor shall employ an individual or individuals to perform the duties of Full-Time Traffic Control Supervisor (TCS), certified by WSDOT. The TCS shall be responsible for safe implementation of Approved Traffic Control Plans. The TCS shall be present on the project whenever flagging, spotting, or other traffic control is being utilized. The TCS shall be responsible for having a current set of approved Traffic Control Plans, inspecting traffic control devices and nighttime lighting for proper location, installation, message, cleanliness, and effect on the traveling public. Traffic control devices shall be inspected at least once per hour during working hours. The TCS shall correct, or arrange to have corrected, any deficiencies noted during these inspections. The Agency or Prime Contractor shall maintain 24-hour telephone numbers at which the TCS can be contacted and be available on the job site within 45 minutes after notification from the WSDOT Representative at other than specified working hours.
- 7. WORKER VISIBILITY** *(Applicable to Counties and Limited Access in All Cities)*
 - **FLAGGER APPAREL.** Traffic Control Supervisors, Flaggers, Spotters, and others performing Traffic Control Labor of any kind shall comply with the following: (1). During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107-2015 Class 2 or 3 vest or jacket, and hardhat meeting the high-visibility headwear requirements of WAC 296-155-305; and (2). During hours of darkness (½ hour before sunset to ½ hour after sunrise) or other low visibility conditions (snow, rain, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107-2015 Class 2 or 3 vest or jacket, high-

visibility lower garment meeting ANSI/ISEA 107-2015 Class E, and headwear meeting the high-visibility headwear requirements of WAC 296-155-305.

- **APPAREL - OTHER CONTRACTOR PERSONNEL.** The Agency and/or the Contractor shall require all other personnel in WSDOT-owned highway right-of-way or highway right-of-way under WSDOT jurisdiction under their control (including Service Providers, Subcontractors, and lower tier Subcontractors) that are on foot in the Work zone and are exposed to vehicle traffic or construction equipment to wear the high-visibility apparel meeting Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2015 publication titled "American National Standard for High Visibility Safety Apparel and Headwear".

8. MATERIALS AND QUALITY ASSURANCE / QUALITY CONTROL (QA/QC) (*Applicable to ALL Projects*)

- **MATERIALS AND WORKMANSHIP.** All materials and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by WSDOT.

- **APPROVAL OF MATERIALS –**

REQUEST for APPROVAL of MATERIALS (RAM). The RAM shall be prepared by the Contractor or Agency in accordance with the instructions on Form 350-071 and submitted to WSDOT's Construction Representative for approval before the material is incorporated into the Improvements. All material, including proposed Aggregate Sources, shall be listed on the RAM Form. Approval of the material does not constitute acceptance of the material for incorporation into the Improvements. Additional acceptance actions as noted on the RAM need to be completed prior to the materials being incorporated into the Improvements. When requesting approval of an item that requires fabrication, both the fabricator and the manufacturer of the base material shall be identified on the RAM.

QUALIFIED PRODUCTS LIST (QPL). The most current QPL list available at the time the product is proposed for use shall be used. The QPL submittal shall be prepared by the Contractor or Agency in accordance with the instructions in the QPL and submitted to WSDOT's Construction Representative prior to use. The QPL identifies the approved products, the applicable Specification Section, and the basis for acceptance at the project level. The acceptance and use of these products is based upon additional job sampling and/or documentation. All additional acceptance actions need to be completed prior to the material being incorporated into the Improvements. Qualified products not conforming to the Specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's expense. If there is a conflict between the QPL and the Contract, the provisions of the Contract shall take precedence over the QPL. The current QPL can be accessed online at www.wsdot.wa.gov/biz/mats/gpl/gpl.cfm.

AGGREGATE SOURCE APPROVAL (ASA). All aggregates proposed for use on the project shall be from Pre-Approved WSDOT Sources. Pre-Approved Sources can be found on WSDOT's ASA database which contains results of WSDOT preliminary testing of aggregate sources. The ASA database can be accessed online at the agency website at: <http://www.wsdot.wa.gov/biz/mats/ASA/ASASearch.cfm>. This database is used by WSDOT to indicate the approval status of these aggregate sources for applications that require preliminary testing as defined in the Contract. The ASA 'Aggregate Source Approval Report' identifies the currently approved applications for each aggregate source listed. The acceptance and use of these aggregates is contingent upon additional job sampling and/or documentation. Aggregates approved for applications on the ASA 'Aggregate Source Approval Report' not conforming to the Specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor's or Local Agency's expense.

- **MATERIALS TESTING/REPORTING OF RESULTS.** All materials testing is to be performed by the Agency or an Independent Certified Testing Laboratory of their choice. Copies of all test results shall be submitted to WSDOT's Construction Representative prior to beginning the next phase of construction. WSDOT reserves the right to verify the test results or to perform the testing.
- **HOT MIX ASPHALT (HMA) DESIGN.** Prior to Paving Operations, the Agency shall submit WSDOT approved HMA Mix Design(s) from WSDOT's Qualified Products List (QPL) for use on this project.
- **PAVING OPERATIONS.** NO PAVING OPERATIONS WILL BE PERMITTED WHEN IT IS RAINING or SNOWING. Written permission from WSDOT's Construction Representative shall be required if paving operations begin before April 1st, or after October 1st. Surface temperature and other paving limitations as per WSDOT Standard Specifications shall be enforced.
- **MATERIAL TRANSFERING DEVICE / VEHICLE.** Direct transfer of HMA from the hauling equipment to the paving machine will not be allowed in the top 0.30 feet of the pavement section of hot mix asphalt (HMA) used in traffic lanes with a depth of 0.08 feet or greater. A material transfer device or vehicle (MTD/V) **shall** be used to deliver the HMA from the hauling equipment to the paving machine. HMA for pre-leveling, pavement repair, or HMA placed in irregularly shaped and minor areas such as road approaches, tapers, and turn lanes are excluded from this requirement. At the Contractor's request, WSDOT's Construction Representative **may** approve paving without an MTD/V. The MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to

obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of WSDOT's Construction Representative.

- **ROLLERS.** 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. An exception shall be that pneumatic tired rollers shall be used for compaction of the wearing course beginning October 1st of any year through March 31st of the following year. Coverage with a steel wheel roller may precede pneumatic tired rolling. Operation of the roller shall be in accordance with the manufacturer's recommendations. The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, or displacement of the mixture, or other undesirable results shall not be used.
- **JOINT SEALING.** All joints between existing and new pavement; or other cracks requiring repair shall be adequately cleaned and then sealed with PG 67-22 Liquid Asphalt in accordance with the manufacturer's recommendations. Filling shall be controlled to confine the material within the crack or joint. If, in the opinion of WSDOT's Construction Representative, the Contractor's method of filling results in an excessive amount of sealant on the pavement surface, filling shall be stopped and the method changed. Any overflow shall be cleaned from the pavement surface.
- **QUALIFICATION of CONCRETE SUPPLIERS.** Concrete Batch Plant Prequalification requires a certification by the National Ready Mix Concrete Association (NRMCA). A copy of that Certificate shall be submitted to WSDOT's Construction Representative prior to placement of cement concrete.
- **CONCRETE MIX DESIGN.** Prior to any placement of cement concrete, the Agency shall submit WSDOT approved Mix Design(s) for use on this Project to WSDOT's Construction Representative.
- **DRAINAGE STRUCTURES.** Only structures stamped APPROVED by the STATE's Materials and Fabrication Inspection Office shall be used on this project.

9. UNSUITABLE MATERIALS (*Applicable to ALL Projects*). If determined necessary by WSDOT, unsuitable material encountered during any excavation shall be removed and replaced to the satisfaction of WSDOT at the Agency's expense. The replacement material shall be free-draining and granular, or other materials as determined by WSDOT's Construction Representative in accordance with the Standard Specifications.

10. EROSION CONTROL / DRAINAGE (*Applicable to Counties and Limited Access in All Cities*).

- **BEST MANAGEMENT PRACTICES (BMP'S)**

During construction of this project, the Agency shall comply with all provisions of the WSDOT Highway Runoff Manual or equivalent WSDOT approved plan and implement Best Management Practices (BMP's) as detailed in the manual to mitigate erosion.

- **WATER DISCHARGES ON THE PROJECT.** All discharges to WSDOT-owned highway right-of-way or highway right-of-way under WSDOT jurisdiction, if allowed on this project, shall conform to STATE and Local water quality regulations and shall meet WAC 173-201A (Water Quality Standards for Surface Waters of the State of Washington).

11. INTERFERENCE TO WSDOT HIGHWAY DRAINAGE (*Applicable to Counties and Limited Access in All Cities*). If the Improvements done under this Agreement interferes in any way with the drainage of WSDOT highway, the Agency shall wholly and at its own expense make such provision - as WSDOT may direct, to address the said drainage.

12. DRAINAGE AND UTILITY CONSTRUCTION (*Applicable to Counties and Limited Access in All Cities*)

- **PIPE END TREATMENT.** All culvert pipes shall have beveled end sections and quarry spalls shall be placed around end of pipes in the bottom of the ditch, and on the side of the slopes.
- **UTILITY COVER ELEVATION.** All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by WSDOT.
- **DRAINAGE STRUCTURES.** Only structures stamped APPROVED by WSDOT's Fabrication Inspection Office shall be used on this project.

13. LANDSCAPING ON WSDOT RIGHT-OF-WAY (*Applicable to Counties and Limited Access in All Cities*)

- **PLANTINGS.** If the Agency desires to plant and/or cultivate any shrubs, trees, hedges, or other domestic or native ornamental growth on WSDOT-owned highway right-of-way that is more extensive than regular WSDOT vegetation, the Agency shall obtain a Roadside Vegetation Permit (DOT Form 220-018) from WSDOT for the maintenance of the plantings.
- **IRRIGATION SYSTEMS.** If the Agency desires to install an irrigation system, the Agency may be required to obtain additional approval. The Agency shall be responsible for water and electrical costs.

- 14. DISTURBANCE OF EXISTING RIGHT-OF-WAY VEGETATION** (*Applicable to Counties and Limited Access in All Cities*). Unless otherwise authorized by WSDOT's representative in writing prior to the start of any Improvements, this Agreement does not authorize the Agency, its' employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative or landscaping material located on WSDOT-owned highway right-of-way or upon state highway right of way under WSDOT jurisdiction. Should the Agency anticipate that its' Improvements will alter the appearance of WSDOT-owned Highway right-of-way vegetation or landscaping, the Agency shall notify the Department Representative listed in Special Provision 1 to obtain WSDOT's prior written approval of the Agency's proposed Improvements. If WSDOT allows the Agency to modify WSDOT-owned highway right-of-way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that WSDOT-owned Highway right-of-way vegetation and landscaping appearance or functionality will not be altered or damaged. Should the Agency damage or alter the appearance of WSDOT-owned Highway right-of-way vegetation or landscaping without WSDOT's prior written approval, the Agency is subject to penalties provided for in RCW's 47.40.070, 47.40.080, and 4.24.630, as applicable.
- 15. RIGHT-OF-WAY RESTORATION** (*Applicable to Counties and Limited Access in All Cities*). Upon completion of all Improvement's, the Agency shall immediately remove all rubbish, scraps, brush, timber, waste materials, or other debris etc. from WSDOT-owned highway right of way, leaving the right of way in a safe, neat, and presentable condition to the WSDOT's sole satisfaction. The aesthetics of the right-of-way shall be as it was before the work started, or better. In addition, all WSDOT owned and maintained drainage systems must be, cleared of obstructions, restored, and fully operational. Any work-related clean up, restoration, necessary slope treatment / protection, or drainage restoration of WSDOT-owned right of way not completed within seven (7) calendar days of work completion, unless WSDOT approves otherwise in writing, will be performed by WSDOT at the Agency's expense. The Agency agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Improvements pursuant to the provisions of Section 7.0 - Payment.
- 16. SEVERANCE AND SALE OF TIMBER AND OTHER PERSONALTY — REMOVAL OF NON-MARKETABLE MATERIALS** (*Applicable to Counties and Limited Access in All Cities*). This Agreement is subject to RCW 47.12.140, and amendments thereto. This Agreement does not authorize the Agency, its' employees, contractors, or agents, any right to cut or remove any trees or timber located on WSDOT right-of way or upon state highway right of way under WSDOT jurisdiction without prior written approval from WSDOT.
- 17. MAINTENANCE OF LANDSCAPING** (*Applicable to Cities ONLY*). The Agency is responsible for the maintenance of all landscaping beyond the back of the curbs or edge of pavement, and in the median of divided highways.
- 18. ILLUMINATION CONSTRUCTION / INSPECTION** (*Applicable to Counties and Limited Access in All Cities*)
- **CONSTRUCTION.** The Agency shall assure that the construction of all illumination installed within WSDOT-owned highway right-of-way or highway right-of-way under WSDOT jurisdiction meets all requirements of WSDOT.
 - **ILLUMINATION DURING CONSTRUCTION.** Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
- 19. TRAFFIC SIGNAL CONSTRUCTION / INSPECTION** (*Applicable to City Projects within Limited Access Areas, Projects within Cities < 27,500 Population, and all County Projects*).
- **DESIGN/CONSTRUCTION/INSPECTION.** The Agency shall assure that the design and construction of Traffic Signals and illumination on signal poles installed within WSDOT Highway right-of-way meets all requirements of WSDOT.
 - **TRAFFIC SIGNAL STANDARDS – APPROVAL.** Traffic signal standards shall be furnished and installed in accordance with the methods and materials noted in the applicable Standard Plans, pre-approved plans, or special design plans. If the proposed signal standards are not on WSDOT's PRE-APPROVED LIST (<http://www.wsdot.wa.gov/eesc/bridge/lightsignalstandards/index.cfm>), Signal Pole Shop Drawings (Electronically, or Seven (7) sets of copies) shall be submitted to WSDOT's Construction Representative for transmittal to HQ for approval.
 - **ILLUMINATION DURING CONSTRUCTION.** Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
 - **TEMPORARY VIDEO DETECTION SYSTEM.** If any traffic detection loop is scheduled to be disabled, a temporary video detection system shall be completely installed and made operational prior to any associated induction loop being disabled.
 - **TRAFFIC DETECTION LOOPS.** The Contractor shall notify the Area Traffic Engineer through WSDOT's Construction Representative a minimum of five (5) working days in advance of pavement removal or grinding in areas with existing loops.
- All new traffic detection loops shall be installed after grinding or prior to paving the final lift of asphalt unless otherwise approved in writing by WSDOT's Construction Representative.

If WSDOT's Construction Representative suspects that damage to any traffic detection loop, not identified in the Plans as being replaced, may have resulted from Contractor's operations or is not operating adequately, WSDOT's Construction Representative may order the Contractor to perform the field tests specified in Section 8 20.3(14)D. The test results shall be recorded and submitted to WSDOT's Construction Representative. Loops that fail any of these tests shall be replaced.

Traffic detection loops that fail the tests, as described above, and are replaced shall be installed in accordance with current WSDOT design standards and Standard Plans, as determined by WSDOT's Construction Representative.

If traffic detection loops that fail the tests, as described above, are not replaced and operational within 48 hours, the Contractor shall install and maintain interim video detection until the replacement loops are operational. The type of interim video detection furnished shall be approved by WSDOT's Construction Representative prior to installation.

- **TRAFFIC SIGNAL HEADS.** Unless approved in writing by WSDOT's Construction Representative, signal heads shall not be installed at any intersection until all other signal equipment is installed and the controller is in place, inspected, and ready for operation at that intersection, except that the signal heads may be mounted if the faces are covered with Signal Head Covering Material.
- **SIGNAL HEAD COVERING.** The signal head covering material shall be manufactured from a durable fabric material, black in color with a mesh front, and designed to fit the signal head configuration properly. The covers shall have an attachment method that will hold the cover securely to the signal in heavy wind. The covers shall be provided with a drain to expel any accumulated water.
- **TRAFFIC SIGNAL PRE-TURN-ON COORDINATION MEETING AND TESTING.** Prior to a Traffic Signal Turn-on event, the Agency/Contractor shall conduct a Pre Turn-on coordination meeting with the following Contracting Agency personnel included as invited attendees: WSDOT's Construction Representative, Electrical Inspector, Signal Operations Engineer, and Signal Maintenance Technician. The Agency/Contractor shall provide the Engineer a minimum of five (5) working days written notice of the proposed Pre Turn-on coordination meeting date and time. Prior to the Pre Turn-on coordination meeting, the Agency/Contractor shall complete the items of Improvements detailed in the Traffic Signal Turn-on Checklist and submit the completed checklist to WSDOT's Construction Representative. The Traffic Signal Turn-on Checklist form will be furnished to the Agency/Contractor by WSDOT's Construction Representative.

Unless approved by WSDOT's Construction Representative, the permitted hours for Pre-Turn-On coordination and testing shall be per the Approved Traffic Control Plan(s) for the specific operation.

- **TRAFFIC SIGNAL TURN-ON AND/OR SWITCHOVER OPERATIONS.** The Agency shall contact WSDOT's Construction Representative at least five (5) working days prior to scheduling a signal turn-on in order to assure that all appropriate items on WSDOT's "Traffic Signal Turn-On Checklist" are satisfactorily addressed. The Signal Turn-On or Switchover shall not occur until all applicable Checklist items are installed and/or connected. This Checklist can be located on WSDOT's web site at: <http://www.wsdot.wa.gov/Northwest/DevelopmentServices/LocalAgency.htm> (Go to: "What is needed to turn on a traffic signal?"). Prior to scheduling a turn-on date, the Agency/Contractor shall provide verification to WSDOT Construction Representative that all required testing has been satisfactorily completed.

The traffic signal turn-on procedure shall not begin until all required channelization, pavement markings, illumination, signs, and sign lights are substantially complete and operational unless otherwise allowed by WSDOT's Construction Representative.

If the Contractor is directed to turn off the traffic signal, the Contractor shall schedule a new turn-on date with the Engineer in accordance with the previously mentioned procedures.

- **PERMITTED HOURS FOR SIGNAL TURN-ON AND/OR SWITCH-OVER OPERATIONS.** Unless approved by WSDOT's Construction Representative, the permitted hours for Traffic Signal Turn-on or Switch-Over shall be per the Approved Traffic Control Plan(s) for the specific operation. Signal Switchover and Turn-On operations are permitted only on Tuesday, Wednesday, or Thursday – except in the case of an emergency. No Switchover or Turn-On operations will be permitted on Monday, Friday, weekends, holidays, or the day preceding a holiday.
- **NEW SIGNAL AHEAD/SIGNAL REVISION WARNING SIGNING.**— "NEW SIGNAL AHEAD" (W20-902) or "SIGNAL REVISION AHEAD" (W20-903) signs shall be installed in advance of all affected directions of travel on the Project when a new traffic signal system is installed or when modifications to an existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by WSDOT's Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three (3) 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags/signs shall be made of aluminum, durable cloth, or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by WSDOT's Construction Representative.

- 20. INTELLIGENT TRANSPORTATION SYSTEM CONSTRUCTION/INSPECTION** *(Applicable to City Projects within Limited Access Areas, Projects within Cities < 27,500 Population, and all County Projects)*. The Agency shall assure that the construction of Intelligent Transportation Systems owned by WSDOT meets all requirements of WSDOT.
- 21. SIGN INSTALLATION AND MAINTENANCE** *(Applicable to ALL Projects)*. All Directional, Regulatory, and Stop Signs as well as Route Markers shall be installed as per the Approved Plans, WSDOT Standard Plans, or as directed by WSDOT's Construction Representative. The DEPARTMENT shall own and maintain these signs- unless the Agency signs a Contract or Maintenance Agreement with WSDOT to perform sign maintenance.
- 22. TRAFFIC REVISION WARNING SIGNING** *(Applicable to ALL Projects)*. When the permanent channelization of the highway is changed, "TRAFFIC REVISION AHEAD" (W20-901) signs shall be installed in advance of all affected directions of travel of the Project. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by WSDOT's Construction Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation.
- 23. REMOVAL OF PAVEMENT MARKINGS** *(Applicable to ALL Projects)*. Pavement markings to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement. Grinding to remove painted markings is only allowed prior to application of a Bituminous Surface Treatment (BST). Grinding to remove pavement markings from hot mix asphalt and cement concrete pavements is allowed to a depth just above the pavement surface, then water blasting or shot blasting shall be required to remove the remaining markings. If in the opinion of WSDOT's Construction Representative the pavement is materially damaged by pavement marking removal, such damage shall be repaired by the Contractor in accordance with Section 1-07.13(1). Sand or other material deposited on the pavement as a result of removing lines and markings shall be removed as work progresses to avoid hazardous conditions. Accumulation of sand or other material which might interfere with drainage will not be permitted.
- 24. APPLICATION OF CHANNELIZATION PAVEMENT MARKINGS** *(Applicable to City Projects within Limited Access Areas, Projects within Cities < 27,500 Population, and all County Projects)*. Two applications of paint shall be required for all paint stripe markings as per the WSDOT Standard Specifications. Plastic Pavement Markings shall also be applied per the WSDOT Standard Specifications.
- 25. NON PAYMENT OF REIMBURSABLE ACCOUNT** *(Applicable to ALL City Projects)*. The Agency agrees that if it does not make payment for any WSDOT work, as provided herein, within ninety (90) calendar days after receipt of a WSDOT invoice, WSDOT may deduct and expend any monies to which the Agency is entitled to receive from the Motor Vehicle Fund as provided by RCW 47.24.050.
- 26. ADVERTISING SIGNS.** *(Applicable to Counties and Limited Access in All Cities)*. Any advertising adjacent to WSDOT Highways must be in compliance with the Scenic Vistas Act of 1971, Chapter 47.42 RCW and Chapter 468-66 WAC. Violation of this section of the statutes will be sufficient cause for cancellation of this Agreement. Advertising signs are allowed off WSDOT Highway right-of-way, subject to Local Codes and Regulations.

CURVE DATA				
P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH
215+93.79	45°12'00" LT.	1488.30'	619.52'	1174.10'

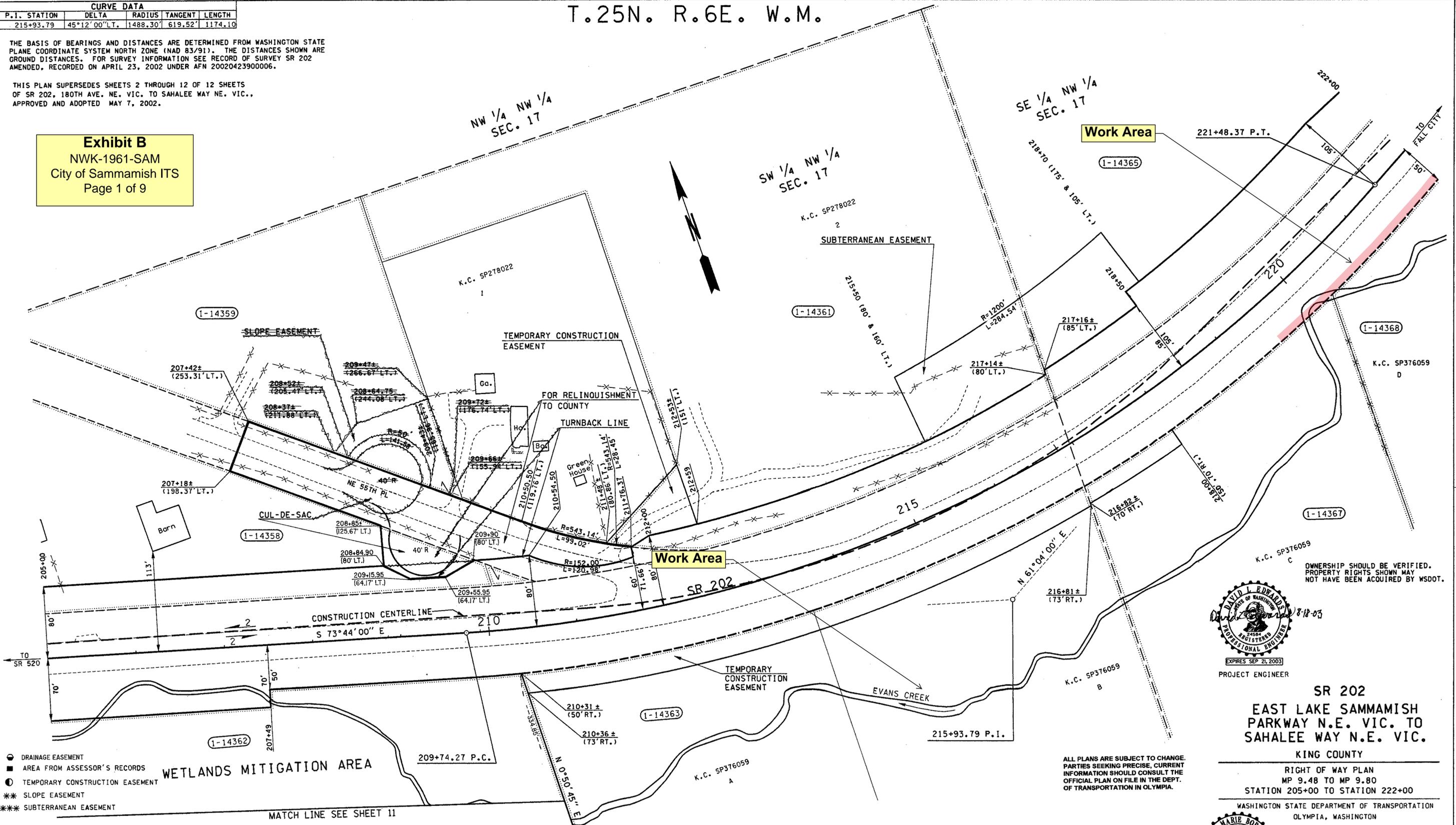
T.25N. R.6E. W.M.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/91). THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY SR 202 AMENDED, RECORDED ON APRIL 23, 2002 UNDER AFN 20020423900006.

THIS PLAN SUPERSEDES SHEETS 2 THROUGH 12 OF 12 SHEETS OF SR 202, 180TH AVE. NE. VIC. TO SAHALEE WAY NE. VIC., APPROVED AND ADOPTED MAY 7, 2002.

Exhibit B
NWK-1961-SAM
City of Sammamish ITS
Page 1 of 9

C:\RAWOR\SR 202\stt202008_3.dgn (new) 08/13/2003 PLOT7



- DRAINAGE EASEMENT
- AREA FROM ASSESSOR'S RECORDS
- TEMPORARY CONSTRUCTION EASEMENT
- ** SLOPE EASEMENT
- *** SUBTERRANEAN EASEMENT

WETLANDS MITIGATION AREA

MATCH LINE SEE SHEET 11

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER	RT.	EASM' T
1-14368	SERRES	939481				697
1-14367	SGI LLC	271835				2411
1-14366	PITTL	209201	36518	172683		***10934
1-14363	NEUMANN FAMILY TRUST	485560				15557
1-14362	SEE SHEET 6					
1-14361	GLOVER	235218	14436	220782		***13486 / 4025
1-14359	HUDSON	80962	622	80340		
1-14358	SEE SHEET 6					

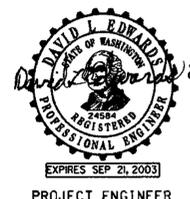
LEGEND

PROPERTY OWNERSHIP NUMBERS (1-14317)

PROPERTY LINES

SCALE IN FEET: 0, 50, 100

Reference	Approval	Revision Description	HEP
Letter 6-21-05	7-08-05	Reinstated Turnback Line and Area For Relinquishment on LI. Sta. 209+90 to 211+76.37	HEP
Letter 2-07-05	3-04-05	Deleted Turnback Line and Area For Relinquishment on LI. Sta. 209+90 to 211+76.37	HEP
Letter 4-08-04	4-16-04	Added distance Wetlands Mitigation Area	HEP
Letter 02-11-04	02-20-04	Deleted slope easement on LI. Sta. 208+374 to 209+662; Revised R/W on LI. Sta. 208+522 to 209+432 and Sta. 208+852 to 209+900;	HEP
Letter 09-30-03	10-10-03	Revised areas parcel I-14359 and I-14368	HEP
		Revised areas parcel I-14368	By



SR 202
EAST LAKE SAMMAMISH
PARKWAY N.E. VIC. TO
SAHALEE WAY N.E. VIC.
KING COUNTY



RIGHT OF WAY PLAN
MP 9.48 TO MP 9.80
STATION 205+00 TO STATION 222+00
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON

APPROVED AND ADOPTED AUGUST 22, 2003

DATE 8-7-03 SHEET 7 OF 12 SHEETS

ALL PLANS ARE SUBJECT TO CHANGE. PARTIES SEEKING PRECISE, CURRENT INFORMATION SHOULD CONSULT THE OFFICIAL PLAN ON FILE IN THE DEPT. OF TRANSPORTATION IN OLYMPIA.

OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY WSDOT.

T.25N. R.6E. W.M.

CURVE DATA				
P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH
228+72.86	30°23'00" RT.	1910.00	518.64	1012.85

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/91). THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY SR 202 AMENDED, RECORDED ON APRIL 23, 2002 UNDER AFN 20020423900006.

THIS PLAN SUPERSEDES SHEETS 2 THROUGH 12 OF 12 SHEETS OF SR 202, 180TH AVE. NE, VIC. TO SAHALEE WAY NE, VIC., APPROVED AND ADOPTED MAY 7, 2002.

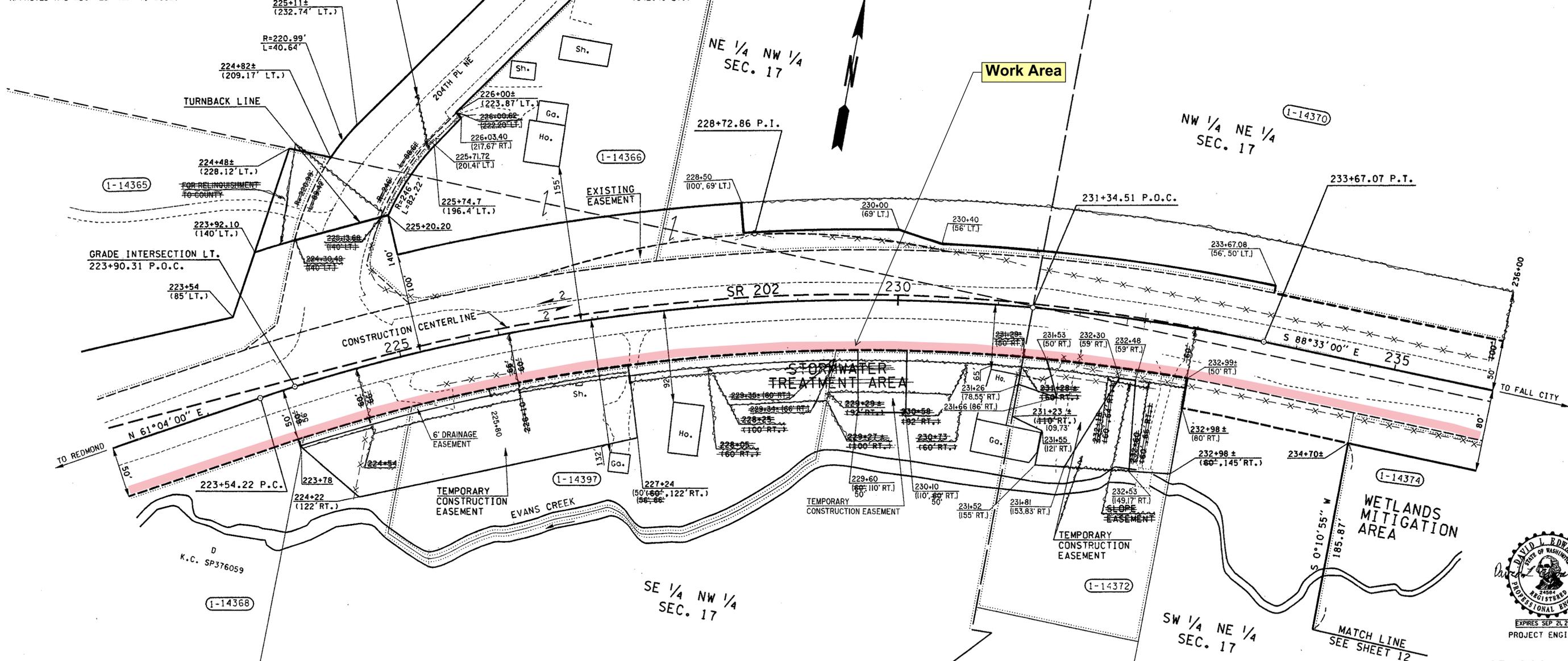


Exhibit B
NWK-1961-SAM
City of Sammamish ITS
Page 2 of 9

- DRAINAGE EASEMENT
- AREA FROM ASSESSOR'S RECORDS
- TEMPORARY CONSTRUCTION EASEMENT
- ** SLOPE EASEMENT

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT
1-14397	WHELLER	108029			482 17199
1-14374	HAPPY VALLEY ASSOC., L.P.	1255644	727860	527784	
1-14372	BUNTEN	42501			10763
1-14370	RIMROCK PROPERTIES, L.P.	916728	9547	907181	
1-14368	SEE SHEET 7				
1-14366	STUDER	69082	15364	53718	
1-14365	SEE SHEET 7				

OWNERSHIPS

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

LEGEND

PROPERTY OWNERSHIP NUMBERS (1-14317)

PROPERTY LINES

SCALE IN FEET: 0, 50, 100

Reference	Approval	Revision Description	By
Letter 6-21-05	7-08-05	Reinstated Turnback Line and Area For Relinquishment on LI. Sta. 224+30.49 to 225+13.68	HEP
Letter 2-07-05	3-04-05	Deleted Turnback Line and Area For Relinquishment on LI. Sta. 224+30.49 to 225+13.68	HEP
Letter 3-26-04	4-02-04	Revised R/W on Rt. Sta. 231+29± to 232+99±; Revised temporary construction easement on Rt. Sta. 231+28± to 232+53; Revised areas parcel 1-14372	HEP
Letter 02-11-04	02-20-04	Revised R/W on Rt. Sta. 223+78 to 231+29±; Added drainage easement on Rt. Sta. 223+78 to 225+80; Revised areas parcel 1-14397; Revised temporary construction easement on Rt. Sta. 225+80 to 227+24 and Sta. 229+60 to 230+10	HEP
Letter 09-30-03	10-10-03	Revised R/W on Rt. Sta. 223+78 to 229+35± and on LI. Sta. 228+50 to 236+00; Deleted Stormwater Treatment Area on Rt. Sta. 228+05 to 230+73; Added temporary construction easement on Rt. Sta. 229+60 to 230+10; Revised areas parcels 1-14370 and 1-14397	HEP



SR 202
EAST LAKE SAMMAMISH
PARKWAY N.E. VIC. TO
SAHALEE WAY N.E. VIC.
KING COUNTY

RIGHT OF WAY PLAN
MP 9.80 TO MP 10.07
STATION 222+00 TO STATION 236+00
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



APPROVED AND ADOPTED AUGUST 22, 2003

RIGHT OF WAY PLANS ENGINEER
DATE 8-17-03
SHEET 8 OF 12 SHEETS

DRAWER 86 SEQUENCE 01

R/W D-1 SR 202/52

C:\AWork\SR 202\st202008 3.dgn (new) 08/13/2003 PLOTS

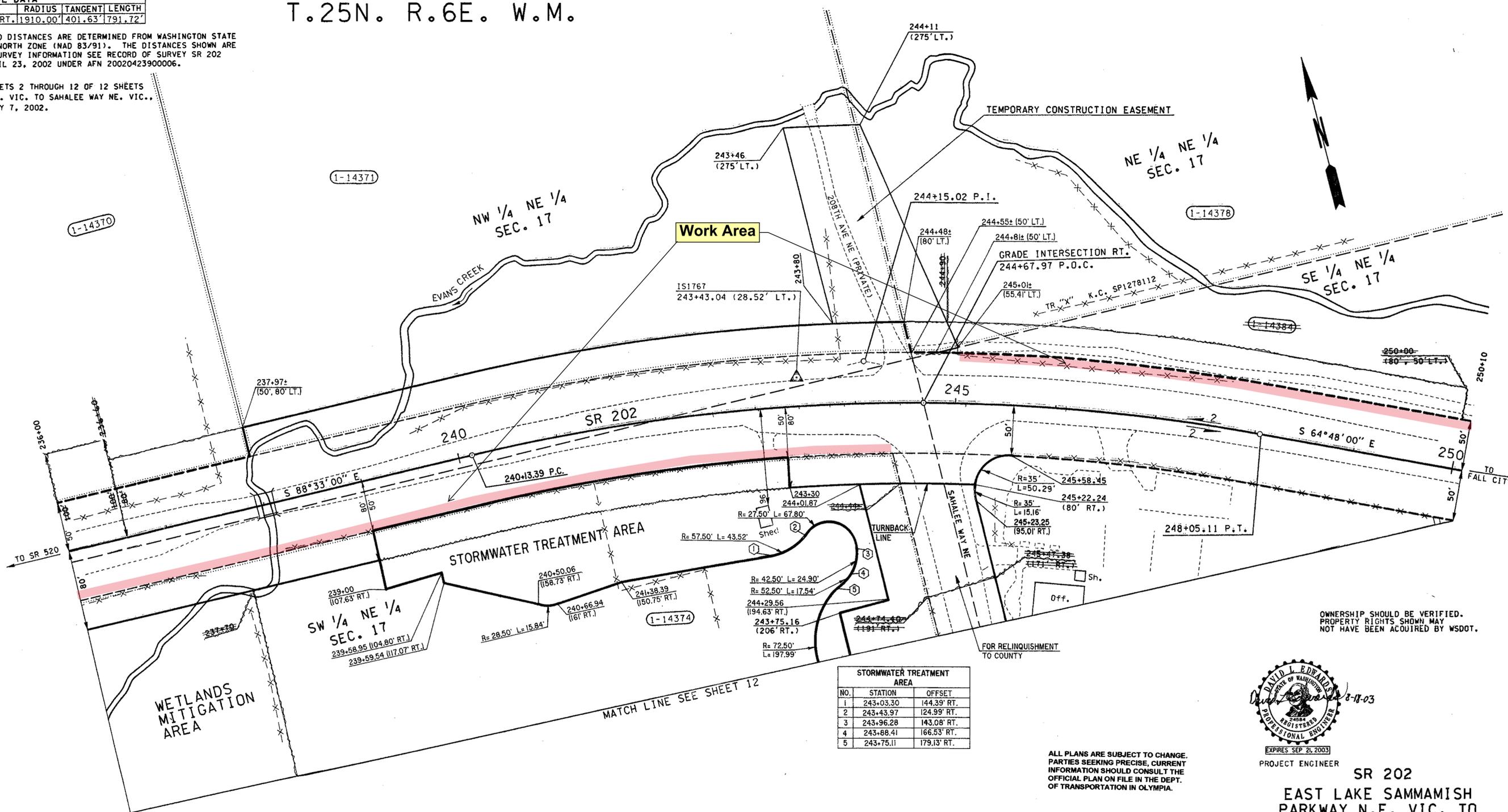
T.25N. R.6E. W.M.

CURVE DATA				
P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH
244+15.02	23°45'00" RT.	1910.00'	401.63'	791.72'

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/91). THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY SR 202 AMENDED, RECORDED ON APRIL 23, 2002 UNDER AFN 20020423900006.

THIS PLAN SUPERSEDES SHEETS 2 THROUGH 12 OF 12 SHEETS OF SR 202, 180TH AVE. NE. VIC. TO SAHALEE WAY NE. VIC., APPROVED AND ADOPTED MAY 7, 2002.

newburb
C:\AAWork\SR 202\st20208 3.dgn (new)
08/13/2003
PLOTS



OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY WSDOT.



SR 202
EAST LAKE SAMMAMISH
PARKWAY N.E. VIC. TO
SAHALEE WAY N.E. VIC.
KING COUNTY

RIGHT OF WAY PLAN
MP 10.07 TO MP 10.34
STATION 236+00 TO STATION 250+10

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



APPROVED AND ADOPTED AUGUST 22, 2003

NORTHWEST REGION
R/W PLANS ENGINEER
DATE 8-17-03

SHEET 9 OF 12 SHEETS

Exhibit B
NWK-1961-SAM
City of Sammamish ITS
Page 3 of 9

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT
1-14384	NOT USED				
1-14378	ANDERSON, ET AL	1107899			6074
1-14374	SEE SHEET 8				
1-14371	SHULTS TRUST	815474	20071	795403	13591
1-14370	SEE SHEET 8				

LEGEND

TEMPORARY CONSTRUCTION EASEMENT

PROPERTY OWNERSHIP NUMBERS (1-14317)

PROPERTY LINES

SCALE IN FEET: 0, 50, 100

STORMWATER TREATMENT AREA		
NO.	STATION	OFFSET
1	243+03.30	144.39' RT.
2	243+43.97	124.99' RT.
3	243+96.28	143.08' RT.
4	243+88.41	166.53' RT.
5	243+75.11	179.13' RT.

ALL PLANS ARE SUBJECT TO CHANGE. PARTIES SEEKING PRECISE, CURRENT INFORMATION SHOULD CONSULT THE OFFICIAL PLAN ON FILE IN THE DEPT. OF TRANSPORTATION IN OLYMPIA.

Letter	Date	Revision Description	HEP
Letter 6-21-05	7-08-05	Reinstated Turnback Line and Area For Relinquishment on Rt. Sta. 244+01.87 to 245+22.24	HEP
Letter 2-07-05	3-04-05	Revised R/W and Stormwater Treatment Area on Rt. Sta. 237+70 to 243+30; Revised Wetlands Mitigation Area on Rt. Sta. 237+70 to 244+83.10; Deleted Turnback Line and area for relinquishment on Rt. Sta. 243+44 to 245+22.24	HEP
Letter 09-30-03	10-10-03	Revised R/W on Lt. Sta. 236+00 to 237+97 and Sta. 244+48 to 250+00; Revised temporary construction easement on Lt. Sta. 244+48 to 245+01; Deleted parcel 1-14384; Revised areas parcel 1-14378	HEP
Reference	Approval		By

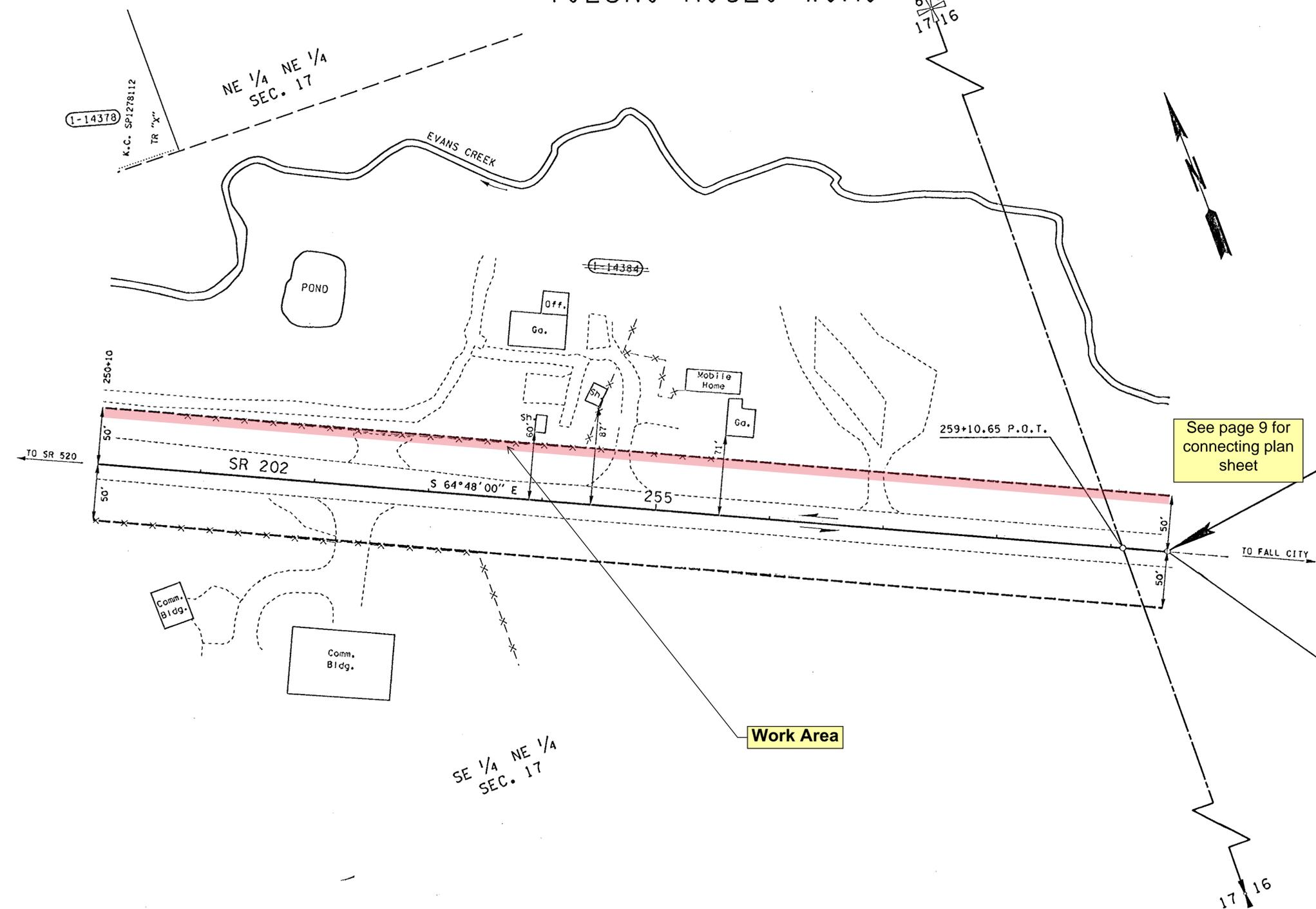
DRAWER 86 SEQUENCE 01

R/W D-1 SR202/52

newburb
C:\AAWork\SR 202\stl202008 3.dgn (new)
08/13/2003
PLOT10

T.25N. R.6E. W.M.

THE BASIS OF BEARINGS AND DISTANCES ARE DETERMINED FROM WASHINGTON STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83/91). THE DISTANCES SHOWN ARE GROUND DISTANCES. FOR SURVEY INFORMATION SEE RECORD OF SURVEY SR 202 AMENDED, RECORDED ON APRIL 23, 2002 UNDER AFN 20020423900006.
THIS PLAN SUPERSEDES SHEETS 2 THROUGH 12 OF 12 SHEETS OF SR 202, 180TH AVE. NE. VIC. TO SAHALEE WAY NE. VIC., APPROVED AND ADOPTED MAY 7, 2002.



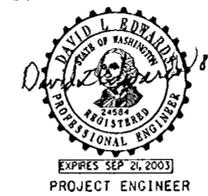
See page 9 for connecting plan sheet

END OF PLAN
STA. 259+50.15 P.O.T. BK.=
STA. 588+00.00 P.O.T. AHD.
MP 10.51 BK.= MP 10.53 AHD.

FOR R/W EASTERLY SEE SR 202, FALLS CITY TO REDMOND, SHEET 19 OF 25 SHEETS, APPROVED SEPTEMBER 20, 1927

BEARING EQUATION
S 64°48'00" E BK. =
N 66°04'00" W AHD.

Work Area

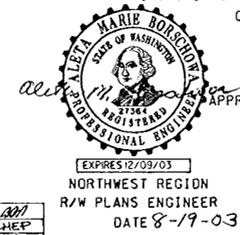


OWNERSHIP SHOULD BE VERIFIED. PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED BY WSDOT.

SR 202
EAST LAKE SAMMAMISH PARKWAY N.E. VIC. TO SAHALEE WAY N.E. VIC. KING COUNTY

RIGHT OF WAY PLAN
MP 10.34 TO MP 10.51
STATION 250+10 TO STATION 259+50.15

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
OLYMPIA, WASHINGTON



APPROVED AND ADOPTED AUGUST 22, 2003

James A. Wega
RIGHT OF WAY PLANS ENGINEER

DATE 8-19-03

SHEET 10 OF 12 SHEETS

Exhibit B
NWK-1961-SAM
City of Sammamish ITS
Page 4 of 9

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASM'T
1-14384	NOT USED				
1-14378	SEE SHEET 8				

OWNERSHIPS

LEGEND

PROPERTY OWNERSHIP NUMBERS (I-14317)

PROPERTY LINES

SCALE IN FEET: 0, 50, 100

ALL AREAS ARE SHOWN IN SQUARE FEET UNLESS OTHERWISE NOTED.

Letter	Date	Description	By
Letter 11-6-06	11-9-06	Added Cross Reference Notes	AM
Letter 09-30-03	10-10-03	Deleted parcel 1-14384	AM
Reference	Approval	Revision Description	By

R/W SA 202/52

T.25N. R.6E. W.M.

NE 1/4 NW 1/4 SEC. 23
A.O. Stubb

A 28°30' L
D 3°00'
R 1910.0'
T 406.0'
L 951.7'

Henry & Anna D. Isaacson
FOR RELINQUISHMENT TO COUNTY
SW 1/4 NW 1/4 CR 89-20 (45' RT.)
457+63.61 (50' LT.)
TURNBACK LINE
458-88 (60' LT.)
459+25 (60, 50' LT.)
CR 86+79
CR 87+40
CR 88+72 (30' LT.)
CR 89+10 (40' LT.)
458+23.65 (50' LT.)
458+40 (72' LT.)
TURNBACK LINE
458-62 (62' LT.)
458-88 (60' LT.)
459+25 (60, 50' LT.)

Work Area

Please note change in direction arrow

FOR SURVEY INFORMATION SEE RECORD OF SURVEY SR 202 R/W CENTERLINE ALIGNMENT, SAHLEE WAY NE VIC. TO NE AMES LAKE RD VIC. RECORDED IN KING COUNTY WASHINGTON ON MAY 16, 2005 UNDER APN 2005051690001.

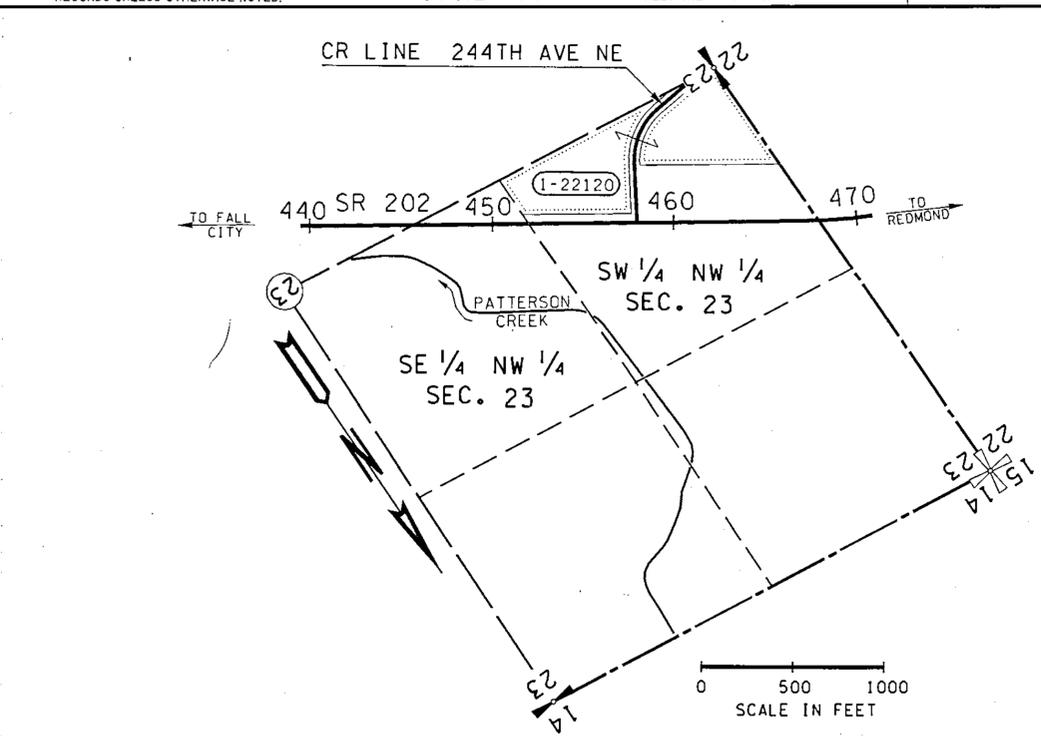
11-3-22	R/W Checked & Shown as Acquired	J.F.B.
8-8-20	Prop. Lines & Ownership Changed	C.L.P.
Date	Revision	By Whom

1-24682	KING COUNTY	25,434	25,434			
1-22121	ISACKSON L.	203,860	1,823	202,037		
1-22120	ISACKSON D.	497,890	3,757	494,133		
PARCEL NO.	NAME	TOTAL AREA	R/W	LT.	REMAINDER RT.	EASMT

TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED.

OWNERSHIPS

ALL AREAS SHOWN ARE IN SQUARE FEET UNLESS OTHERWISE NOTED.



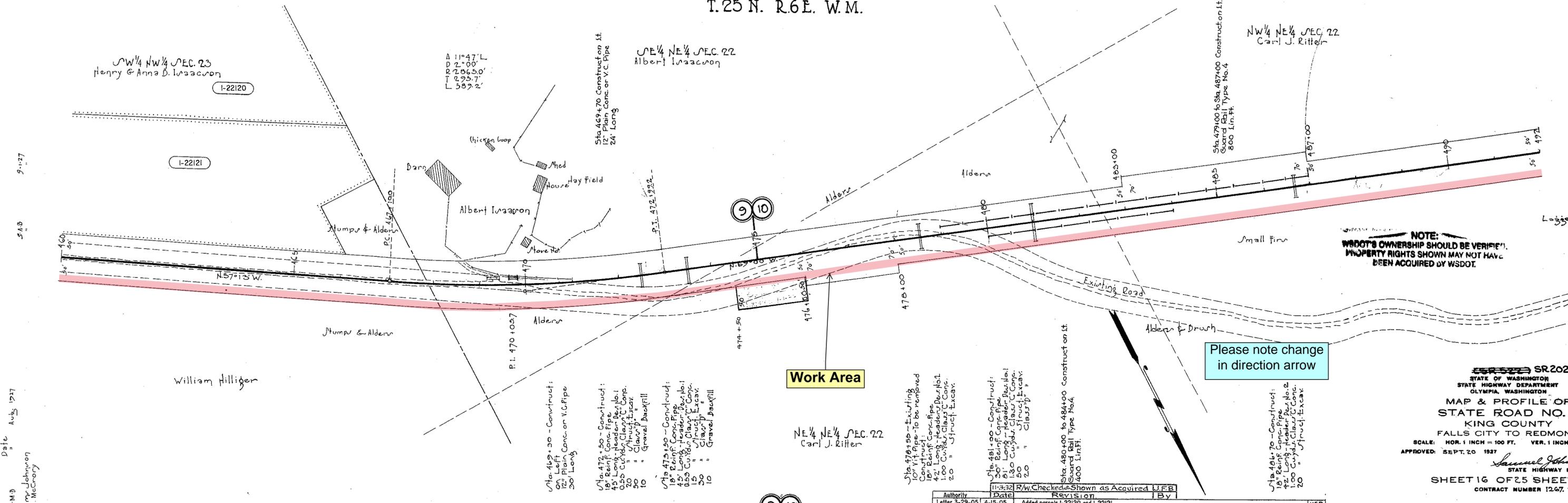
TOTAL PARCEL DETAIL

Exhibit B
NWK-1961-SAM
City of Sammamish ITS
Page 5 of 9

ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

SR 202
STATE OF WASHINGTON
STATE HIGHWAY DEPARTMENT
OLYMPIA, WASHINGTON
MAP & PROFILE OF STATE ROAD NO. 2
KING COUNTY
FALLS CITY TO REDMOND
SCALE: HOR. 1 INCH = 100 FT. VER. 1 INCH = 10 FT.
APPROVED: SEPT. 20 1927
SHEET 15 OF 25 SHEETS
CONTRACT NUMBER 1267

Letter 9-4-18	9-14-18	Added Parcel 1-24682; Added Ownership Verification Note; Added Record of Survey Note; Added Patterson Creek; Relocated Center of Section 23	MRW
Letter 3-6-06	3-17-06	Added Topography on Rt. Vic. Sta. CR 88+00; Corrected 244th Ave. NE	ABW
Letter 01-23-06	01-27-06	Revised Turnback Line and Noted Area For Relinquishment on Lt. Sta. 457+63.61 to 458+23.65	HEP
Letter 3-29-05	4-15-05	Added Total Parcel Detail; Added CR Line, Turnback Line and Area For Relinquishment on Lt. Sta. 456+98.66 to 459+25; Added Parcels 1-22120 and 1-22121.	HEP
Authority	Date	Subsequent Approval	By



Drawn By: AMB
 Checked: J. Johnson
 Date: Aug 1927
 9-127
 5-15

SR202
 STATE OF WASHINGTON
 STATE HIGHWAY DEPARTMENT
 OLYMPIA, WASHINGTON
**MAP & PROFILE OF
 STATE ROAD NO. 2**
 KING COUNTY
 FALLS CITY TO REDMOND
 SCALE: HOR. 1 INCH = 100 FT. VER. 1 INCH = 10 FT
 APPROVED: SEPT. 20 1927
Samuel Johnson
 STATE HIGHWAY ENGINEER
SHEET 16 OF 25 SHEETS
 CONTRACT NUMBER 1267.

Authority	Date	Revision	By
Letter 3-29-05	4-15-05	Added parcels I-22120 and I-22121	HEP

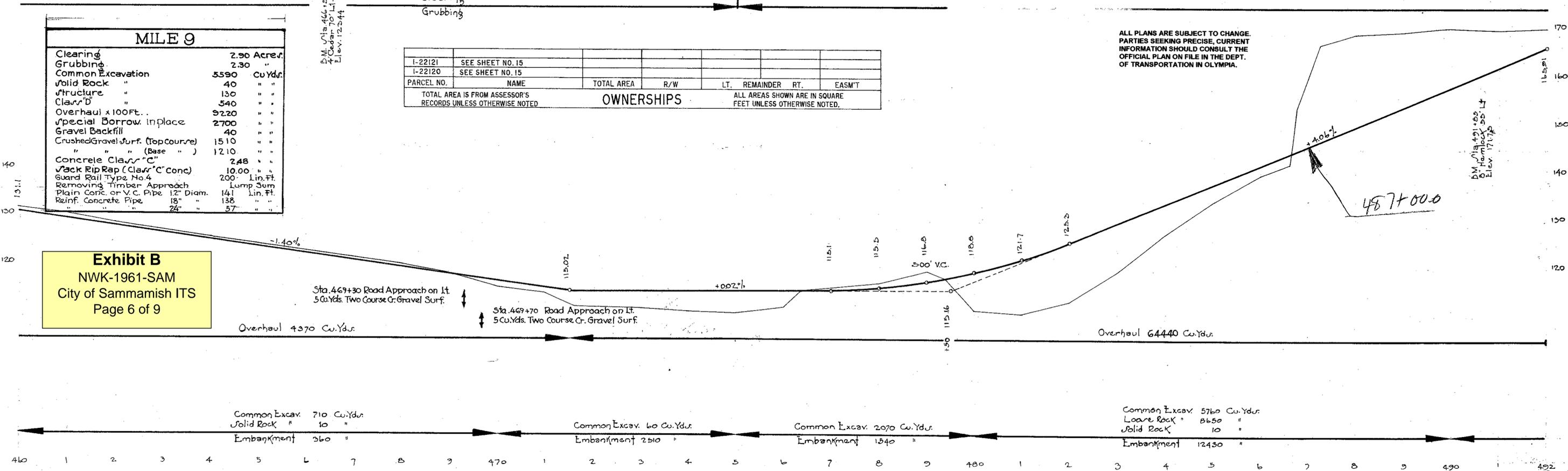
Clearing	2.90 Acres
Grubbing	2.30 "
Common Excavation	5590 Cu Yds.
Solid Rock	40 "
Structure	130 "
Claw "D"	540 "
Overhaul x 100 Ft.	9220 "
Special Borrow Inplace	2700 "
Gravel Backfill	40 "
Crushed Gravel Surf. (Top Course)	1510 "
" " (Base ")	1210 "
Concrete Claw "C"	248 "
Stack Rip Rap (Claw "C" Conc)	10.00 "
Guard Rail Type No. 4	200' Lin. Ft.
Removing Timber Approach	Lump Sum
Plain Conc. or V.C. Pipe 12" Diam.	141' Lin. Ft.
Reinf. Concrete Pipe 18"	138 "
" " 24"	57 "

PARCEL NO.	NAME	TOTAL AREA	R/W	LT.	REMAINDER	RT.	EASMT
I-22121	SEE SHEET NO. 15						
I-22120	SEE SHEET NO. 15						

TOTAL AREA IS FROM ASSESSOR'S RECORDS UNLESS OTHERWISE NOTED. OWNERSHIPS ALL AREAS SHOWN ARE IN SQUARE FEET UNLESS OTHERWISE NOTED.

ALL PLANS ARE SUBJECT TO CHANGE. PARTIES SEEKING PRECISE, CURRENT INFORMATION SHOULD CONSULT THE OFFICIAL PLAN ON FILE IN THE DEPT. OF TRANSPORTATION IN OLYMPIA.

Exhibit B
 NWK-1961-SAM
 City of Sammamish ITS
 Page 6 of 9



NE 1/4 NW 1/4 SEC. 22
Drahnoben Co.

NW 1/4 NW 1/4 SEC. 22
Viola M. Barhart

A 10°02' L
D 2°00'
R 2865.0'
T 251.5'
L 501.7'

Sta. 494+75 - Constructed
18" Rein. Conc. Pipe
42' Long - Header Bar No. 1
0.53 Cu. Yd. Class 'C' Conc.
10' x 10' Class 'B'

P.T. 427.1467

I-14220

Heavy 2nd Growth

Drush

Grade Intersection Rt.
Sta. 524+00

R/W Construction
by others

SUPERSEDED
STA. 520+00 TO STA. 527+00
SUPERSEDED BY DETAIL "A"
ON SHEET 18

NW 1/4 NW 1/4 SEC. 15
Weyenhausen Jaggedoff Land Co.

NW 1/4 NE 1/4 SEC. 22
Carl J. Ritter

Logged Off

Drush & 2nd Growth

Work Area

Existing Road

Logged

QUARTER CORNER NOT FOUND
KING CO. SURVEY POINT # 1366
(AUG. 2000)

Letter 9-7-00	9-22-00	Superseded Plan Sta. 520+00 to 524+00; Added Aug. 2000 Survey Data; Added parcel I-16946	HEP
Letter 9-22-92	9-30-92	Rev. R/W on Lt. Sta. 511+00 to 511+85; Added parcel I-14220	ASD
Letter 12-15-78	12-29-78	Deleted gr. intersection Sta. 524+00 Lt., added grade intersection Sta. 524+00 Rt.	RLS
Letter 11-14-78	12-1-78	Added grade intersection Lt. Sta. 524+00 & note	CV
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY

Sta. 510+50 - Constructed
170' Long
305.82 Cu. Yd. Class 'B' Conc.
45570 Lbs. Steel Rein. Bars
4200 Cu. Yd. Struct. Excav.
Sta. 510+00 to Sta. 512+40 Construction Lt.
240 Lin. Ft. Type No. 4

Sta. 510+50 to Sta. 512+40 Construction on Rt.
Guard Rail Type No. 4
190 Lin. Ft.

Sta. 515+75 - Constructed on Lt.
12" Plain Conc. on V.C. Pipe
21' Long

All Plans are subject to change
Parties seeking precise, current information
should consult the official plan on file in
the Department of Transportation in Olympia

SR 202
STATE OF WASHINGTON
STATE HIGHWAY DEPARTMENT
OLYMPIA, WASHINGTON
MAP & PROFILE OF
~~STATE ROAD NO. 2~~
KING COUNTY
FALLS CITY TO REDMOND
SCALE: HOR. 1 INCH = 100 FT. VER. 1 INCH = 10 FT.
APPROVED: SEPT. 20 1927
Samuel Johnson
STATE HIGHWAY ENGINEER
SHEET 17 OF 25 SHEETS
CONTRACT NUMBER 1247

Date	Revision	By	When
9-9-50	Rev. as Secured & Ownership Changed	O.L.P.	

Please note change
in direction arrow

PARCEL NO.	NAME	TOTAL AREA	R/W	LT. REMAINDER RT.	EASMT
I-16946	SEE SHEET NO. 18				
I-14220	MEYER, Et. Ux., Et. A.M.L. MEYER	27.95 AC.	0.10 AC.	27.85 AC.	

OWNERSHIPS

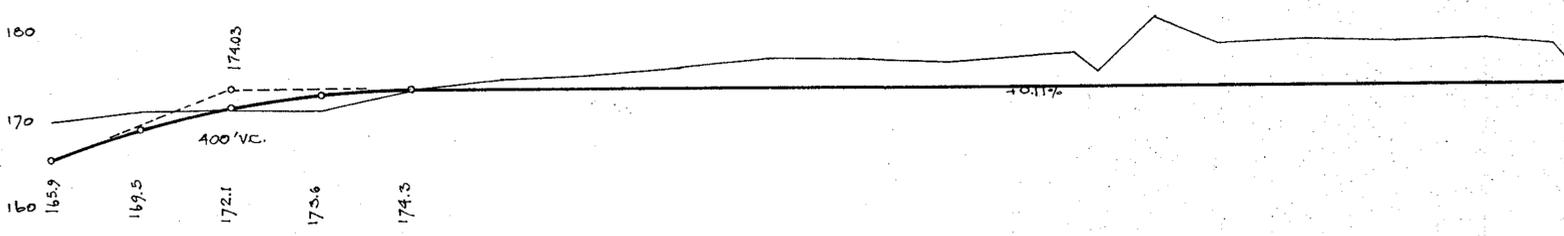
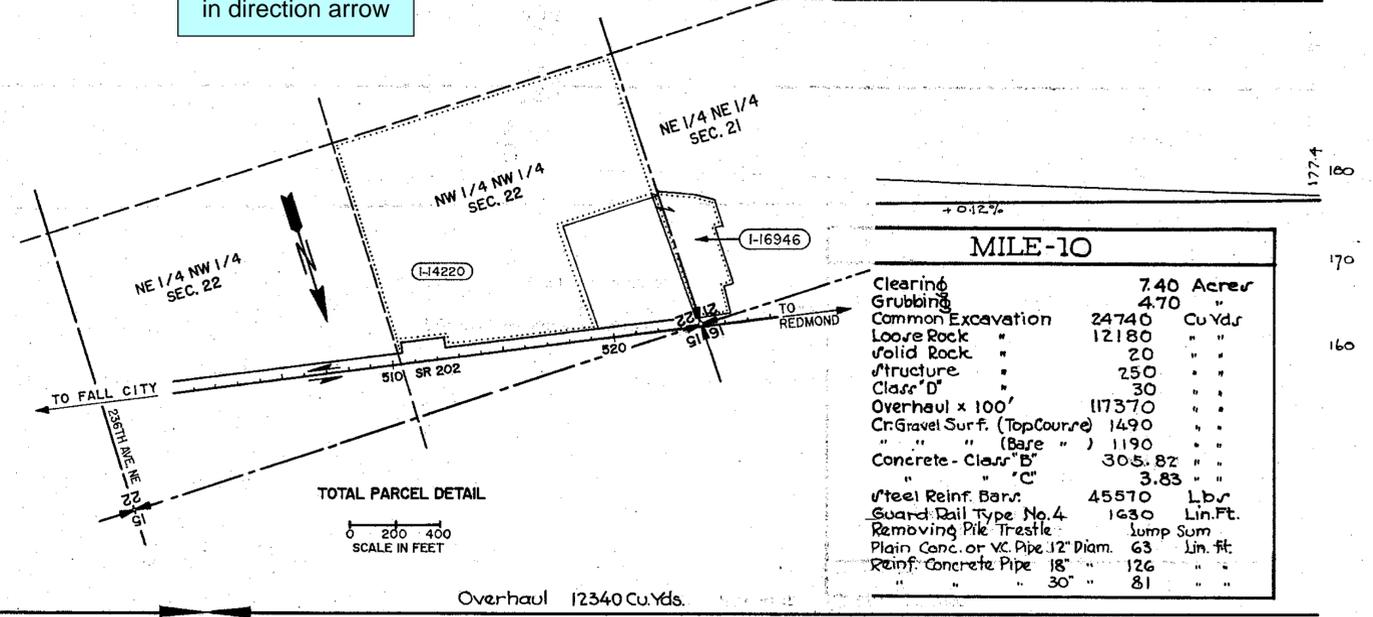


Exhibit B
NWK-1961-SAM
City of Sammamish ITS
Page 7 of 9



MILE-10

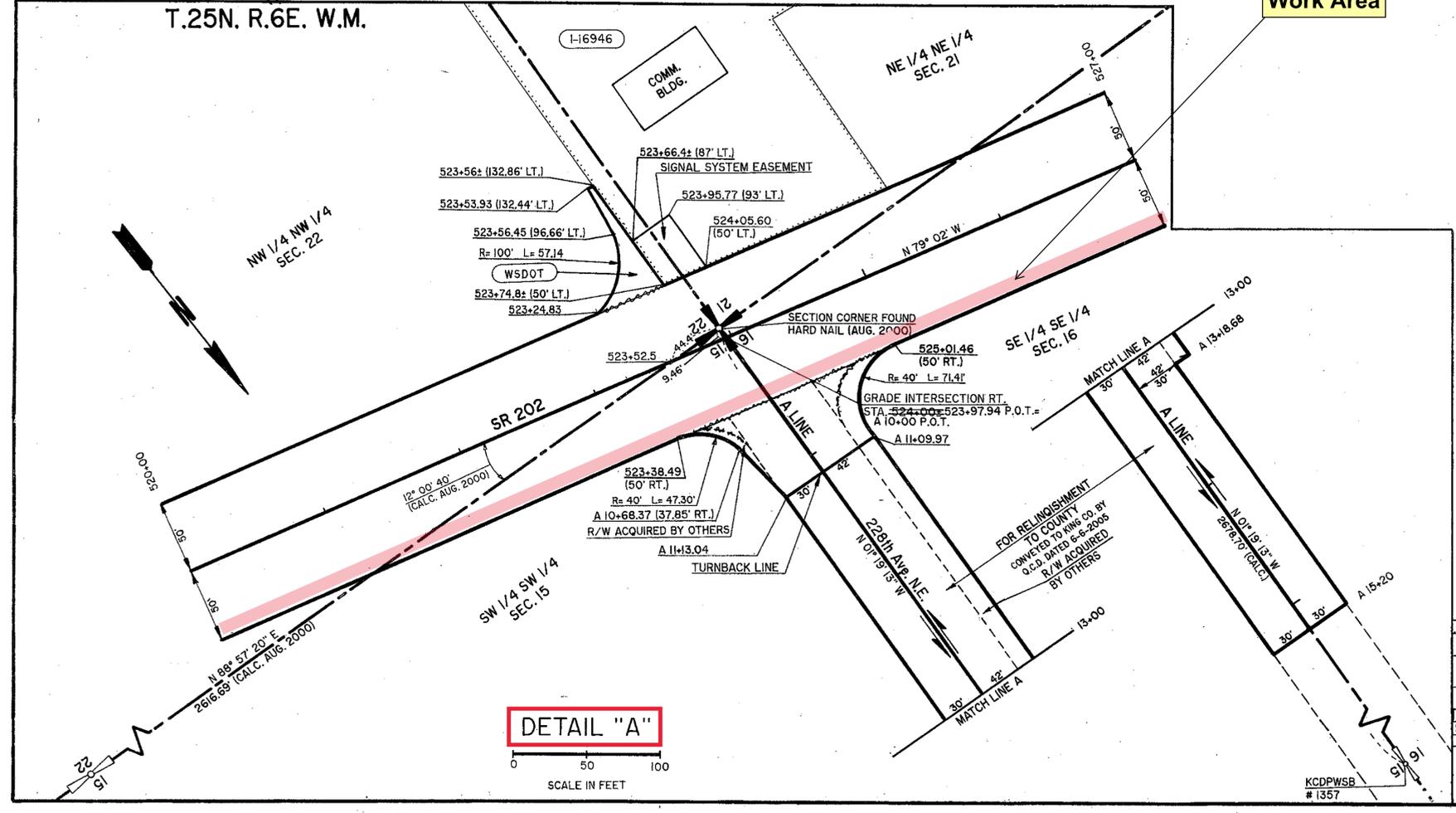
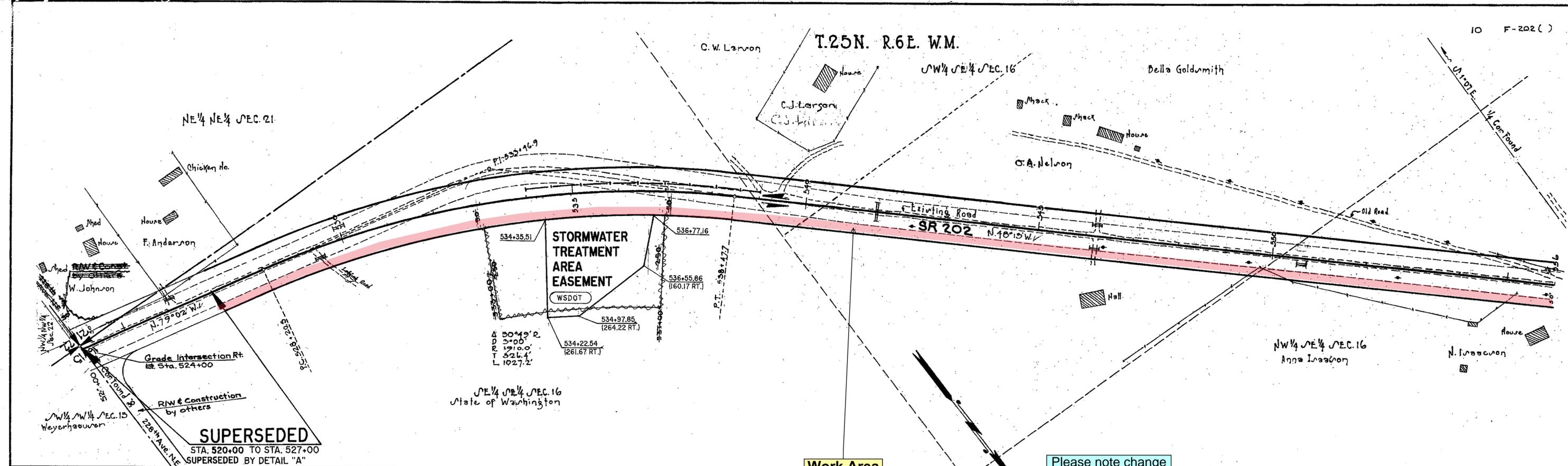
Clearing	7.40	Acre
Grubbing	4.70	"
Common Excavation	24740	Cu Yds
Loose Rock	12180	"
Solid Rock	20	"
Structure	250	"
Class 'D'	30	"
Overhaul x 100'	117370	"
Cr. Gravel Surf. (Top Course)	1490	"
" " (Base ")	1190	"
Concrete - Class 'B'	305.82	"
" " 'C'	3.83	"
Steel Rein. Bars	45570	Lbs
Guard Rail Type No. 4	1630	Lin. Ft.
Removing Pk. Trestle	Lump Sum	
Plain Conc. or V.C. Pipe 12" Diam.	63	Lin. Ft.
Rein. Concrete Pipe 18"	126	"
" " 30"	81	"

Overhaul 33900 Cu.Yds.

Overhaul 12340 Cu.Yds.

Common Excav.	2360	Cu. Yds.	Common Excav.	7690	Cu.Yds.	Common Excav.	4830	Cu.Yds.	Common Excav.	2030	Cu.Yds.
Loose Rock	3530	"	Embankment	40	"	Embankment	12040	"	Embankment	360	"
Solid	10	"									
Embankment	650	"									

492 3 4 5 6 7 8 9 500 1 2 3 4 5 6 7 8 9 510 1 2 3 4 5 6 7 8 9 520 1 2 3 524



PARCEL NO.	THOMPSON	NAME	TOTAL AREA	R/W	LT.	REMAINDER	RT.	EASMT
I-16946			131,551 S.F.		131,551 S.F.			1,231 S.F.

OWNERSHIPS

* SEE SHEET 17 FOR TOTAL PARCEL DETAIL
 ♦ TOTAL AREA FROM ASSESSOR'S RECORDS
 ● SIGNAL SYSTEM EASEMENT

Exhibit B
 NWK-1961-SAM
 City of Sammamish ITS
 Page 8 of 9

ALL PLANS ARE SUBJECT TO CHANGE. PARTIES SEEKING PRECISE, CURRENT INFORMATION SHOULD CONSULT THE OFFICIAL PLAN ON FILE IN THE DEPT. OF TRANSPORTATION IN OLYMPIA.

LETTER	DATE	DESCRIPTION	BY
Letter 03-08-07	04-12-07	Noted Conveyance	HEP
Letter 07-14-03	7-25-03	Revised R/W on Rt. Sta. 533+00 to 537+00; Added stormwater treatment area easement as acquired on Rt. Sta. 534+35.51 to 536+77.16; Revised R/W as acquired on Lt. Sta. 523+24.83 to 523+74.85	HEP
Letter 04-10-01	04-20-01	Added Section Corner and Ties along 228th Ave. NE.; Revised R/W on Rt. Sta. 523+38.49 to 525+01.46; Added Turnback line Sta. A 11+3.04 Rt. to A 11+09.97 Lt.; Noted area for relinquishment vicinity Sta. A 11+0 to A 15+20; Added A Line	HEP
Letter 9-7-00	9-22-00	Superseded Plan Sta. 524+00 to 527+00; Added Detail "A"; Added parcel I-16946; Added Aug. 2000 Survey Data; Added signal System Easement on Lt. Sta. 523+56.42 to 524+05.6	HEP
Letter 12-15-78	12-29-78	Deleted or Intersection Sta. 524+00 Lt. added grade intersection Sta. 524+00 Rt.	RLS
Letter 11-14-78	12-1-78	Added grade intersection Lt. Sta. 524+00 & note	CV
AUTHORITY	DATE	SUBSEQUENT APPROVAL	BY
		11-3-88 R/W checked & shown as Acquired	J.C.R.
		9-9-80 Ownerships Changed	O.L.R.
		Apr-128 200' Strip for Gravel Pit Sta. 533+00 to 537+00	D.C.M.
		Date	Revision
			By

SR 202

STATE OF WASHINGTON
 STATE HIGHWAY DEPARTMENT
 OLYMPIA, WASHINGTON

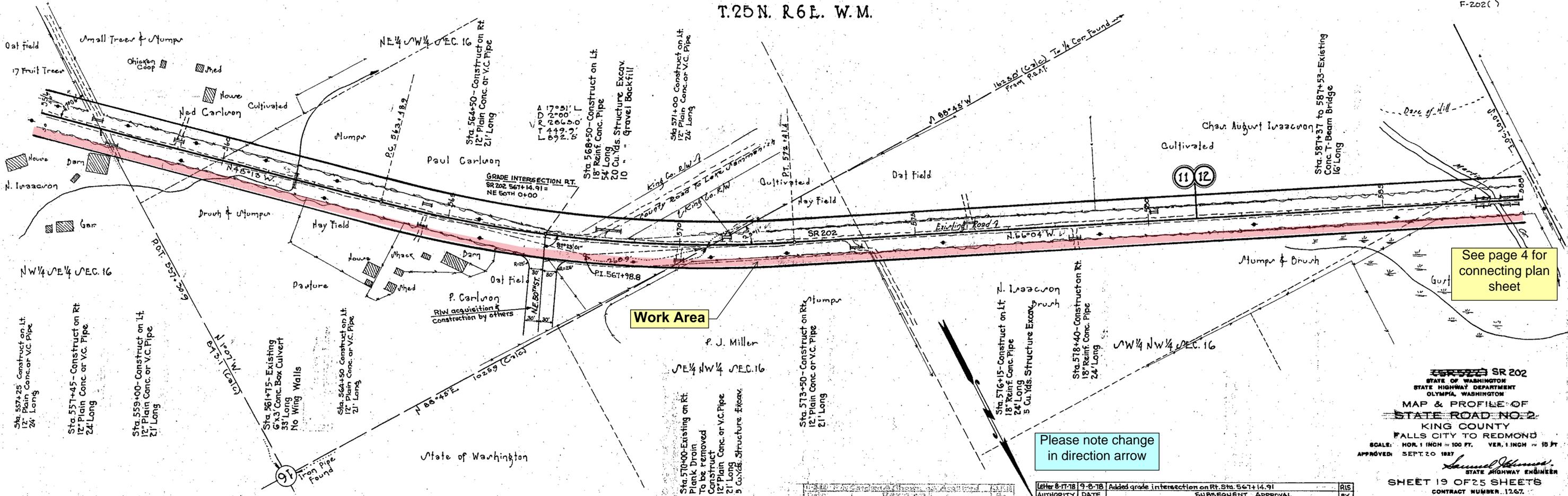
**MAP & PROFILE OF
 STATE ROAD NO. 2
 KING COUNTY
 FALLS CITY TO REDMOND**

SCALE: HOR. 1 INCH = 100 FT. VER. 1 INCH = 10 FT.

APPROVED: SEPT. 20 1987

SHEET 18 OF 25 SHEETS
 CONTRACT NUMBER 12-67-K

By *Samuel Thomas*
 STATE HIGHWAY ENGINEER



SR 202
 STATE OF WASHINGTON
 STATE HIGHWAY DEPARTMENT
 OLYMPIA, WASHINGTON
**MAP & PROFILE OF
 STATE ROAD NO. 2**
 KING COUNTY
 FALLS CITY TO REDMOND
 SCALE: HOR. 1 INCH = 100 FT. VER. 1 INCH = 10 FT.
 APPROVED: SEPT. 20 1927
Samuel Johnson
 STATE HIGHWAY ENGINEER
SHEET 19 OF 25 SHEETS
 CONTRACT NUMBER 1267.

MILE 11

Clearing	2.10 Acres.
Grubbing	1.70 "
Common Excavation	9880 Cu.Yds.
Solid Rock	40 "
Structure	70 "
Class "D"	450 "
Overhaul x 100'	24 830 "
Gravel Backfill	10 "
Cr. Gravel Surf. (Top Course)	1540 "
" " (Base ")	1240 "
Concrete - Class "C"	1.00 "
Jack Rip-Rap (Cl. "C" Conc.)	10.00 "
Guard Rail Type No. 4	500 Lin Ft.
Plain Conc. or V.C. Pipe 12" Diam.	300 "
Reinf. Concrete Pipe 18"	144 "

MILE 12 (Pt.) 2100.0 Ft.

Clearing	0.60 Acres
Grubbing	0.20 "
Common Excavation	1440 Cu.Yds.
Structure	20 "
Class "D"	330 "
Overhaul x 100 Ft.	1800 "
Cr. Gravel Surfacing (Top Course)	630 "
" " (Base ")	480 "
Concrete Class "C"	0.53 "
Jack Rip-Rap (Cl. "C" Conc.)	10.00 "
Guard Rail Type No. 4	160 Lin Ft.
Plain Conc. or V.C. Pipe 12" Diam.	129 "
Reinf. Concrete Pipe 18"	39 "

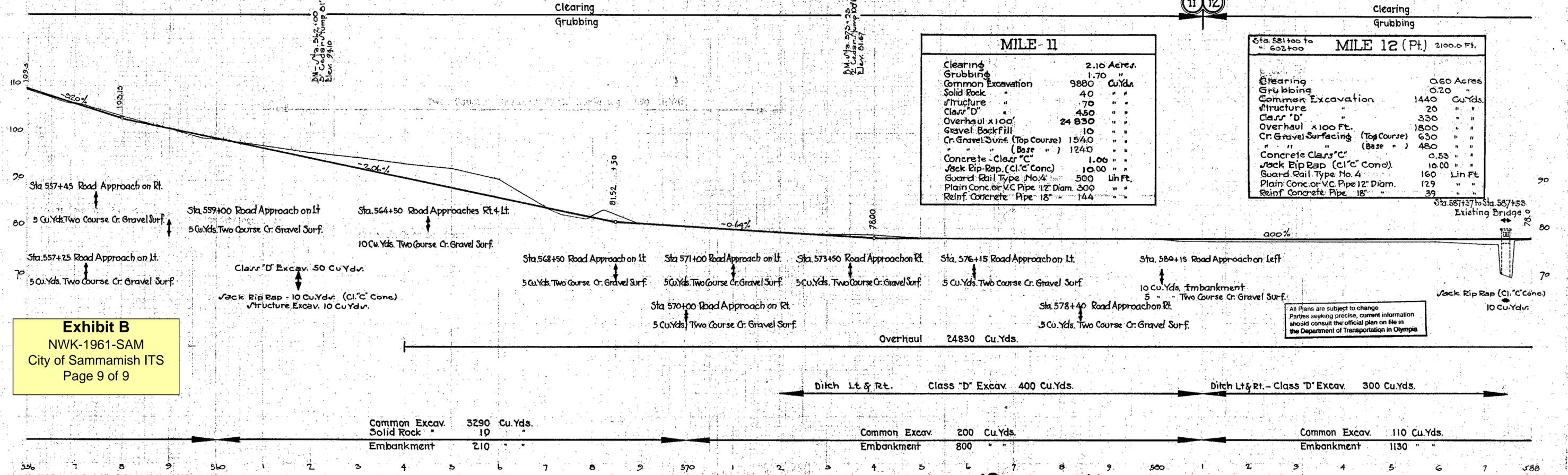


Exhibit B
 NWK-1961-SAM
 City of Sammamish ITS
 Page 9 of 9

Common Excav.	3290 Cu.Yds.	Common Excav.	200 Cu.Yds.	Common Excav.	110 Cu.Yds.
Solid Rock	10 "	Embankment	800 "	Embankment	1130 "
Embankment	210 "				

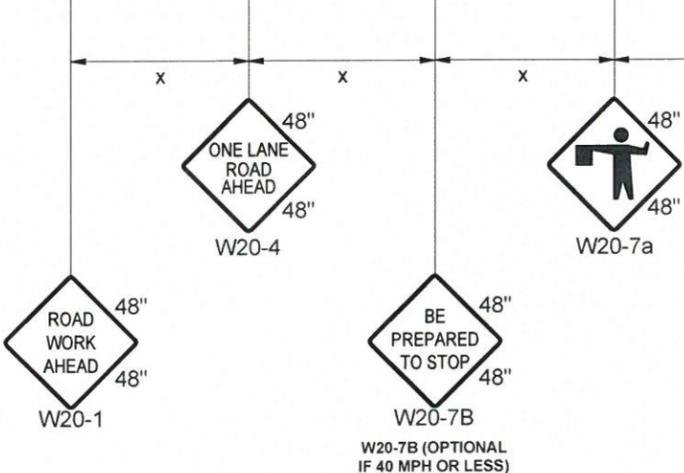
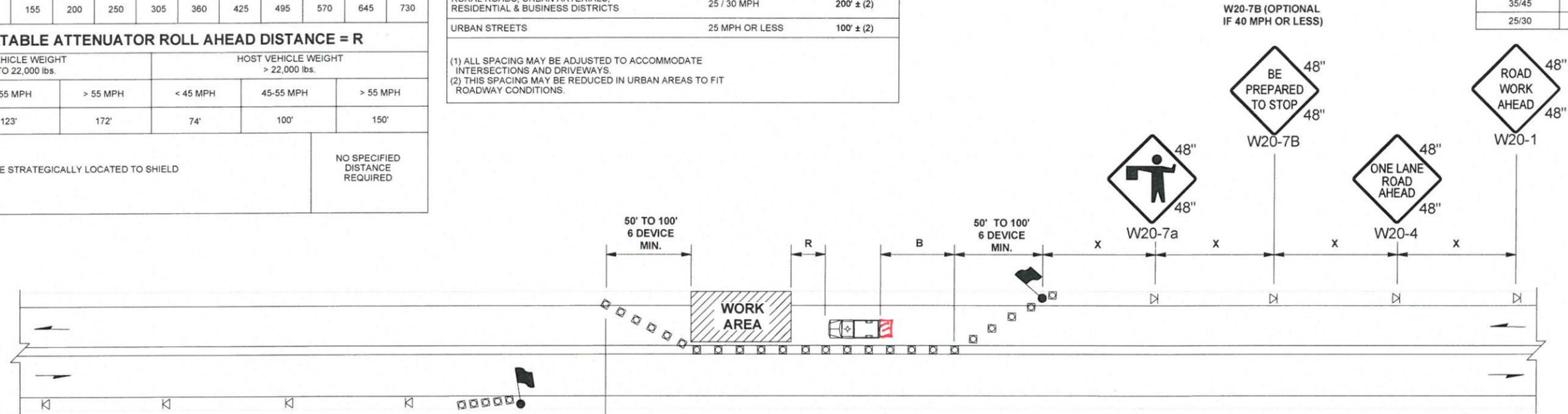
H:\p\Projects\19\19084-000 Sammamish ITS Improvement Project\10 CADD\TOP PLANS.dwg PLOT DATE 2019-11-04 16:37 SAVED DATE 2019-11-04 16:36 USER: erik.jung

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

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

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

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



NOTES:
Lane closure hours
Sunday to Thursday 8:00 pm to 5:00 am

Maintain all driveway access. Flaggers shall be provided on driveways within the work zone. Notify affected residents and businesses.

Contact WSDOT NW Region Radio 5 minutes prior to start of all closures and again after reopening @ (206) 440-4490.

Email Juan Reyes (WSDOT Traffic) five days prior to work @ reyesj@wsdot.wa.gov. Attach the approved traffic control plan that will be used.

Holiday Impacts:
No closures will be allowed from noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday

Traffic approval expires 6 months after the signed date.

APPROVED AS NOTED
[Signature] 11-21-19
TRAFFIC OPERATIONS

TYPICAL ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS

Escort pedestrians thru the work zone.

Exhibit C
NWK-1961-SAM
City of Sammamish ITS
Page 1 of 10

- NOTES**
- ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED.
 - ALL SIGNS ARE 48" X 48" UNLESS OTHERWISE NOTED.
 - NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
 - SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
 - FLAGGERS SHALL BE EQUIPPED WITH PORTABLE TWO WAY RADIOS WITH A RANGE SUITABLE FOR THE PROJECT.
 - FLAGGER STATIONS SHALL BE ILLUMINATED DURING HOURS OF DARKNESS.
 - CHANNELIZATION DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
 - A MINIMUM OF 6 CHANNELIZATION DEVICE SHALL BE USED ON TAPERS. (FOR TWO LANE ROADS & FLAGGING SITUATIONS)
 - THE CONTRACTOR SHALL NOT STORE ANY EQUIPMENT, VEHICLES, OR MATERIALS WITHIN THE CLEAR ZONE AS SPECIFIED IN THE SPECIAL PROVISIONS.
 - STEADY BURNING WARNING LIGHTS (TYPE C, MUTCD) SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT.
 - WORK TO TAKE PLACE BETWEEN 6:30 AM TO 6:00 PM.

100% SUBMITTAL - 11/11/19

FILE NAME	TIME	DATE	REGION NO.	STATE	FED.AID PROJ.NO.
PLOTTED BY	JXB			WASH	CM-9917(029)
DESIGNED BY	HAS				
ENTERED BY	JXB				
CHECKED BY	KJT				
PROJ. ENGR.	EHS				
REGIONAL ADM.					
REVISION		DATE	BY		



DKS
719 Second Ave, Suite 1250
Seattle, WA 98104
(206) 382-9800
www.dksassociates.com



SAMMAMISH, WSDOT AND KING COUNTY ITS IMPROVEMENT PROJECT		PLAN REF NO
SAHALEE WAY NE & SR 202		TC1
TRAFFIC CONTROL PLAN		SHEET 37 OF 43 SHEETS

H:\Projects\1919084-000 Sammamish ITS Improvement Project\10 CADD\TCP PLANS.dwg PLOT DATE 2019-11-04 16:37 SAVED DATE 2019-11-04 16:36 USER: erik.jung

SIGN SPACING = X (1)		
FREWAYS & EXPRESSWAYS	55 / 70 MPH	1500' ±
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL & URBAN ARTERIALS	35 / 45 MPH	350' ±

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (feet)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
8'	40	40	60	90	120	130	150	160	170	190
10'	40	60	90	90	150	170	190	200	220	240

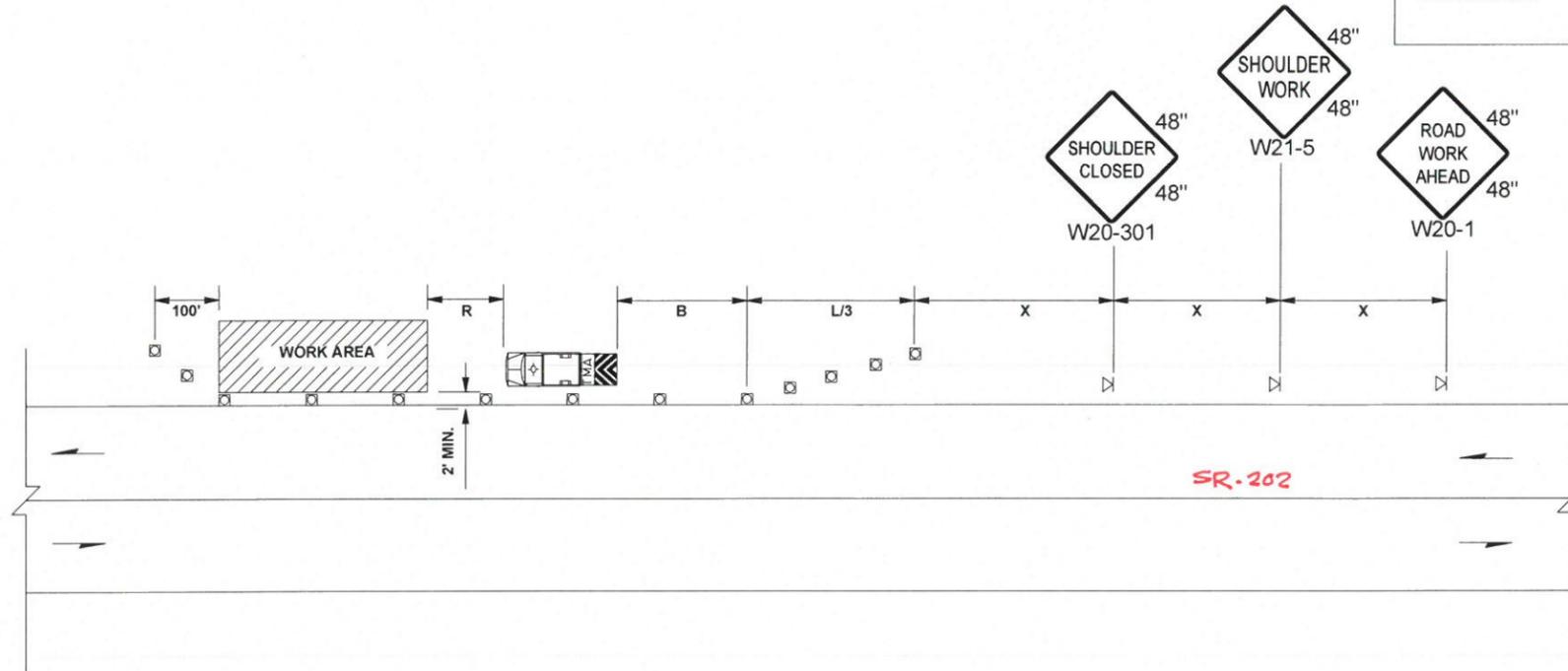
USE A MINIMUM 3 DEVICES SPACED 10' O.C. IN TAPER FOR SHOULDER LESS THAN 8'.

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

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R										
HOST VEHICLE WEIGHT 9,900 TO 22,000 lbs.						HOST VEHICLE WEIGHT > 22,000 lbs.				
< 45 MPH	45-55 MPH	> 55 MPH	< 45 MPH	45-55 MPH	> 55 MPH					
100'	123'	172'	74'	100'	150'					

PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.

NO SPECIFIED DISTANCE REQUIRED



NOT APPROVED
[Signature] 11/20/19
TRAFFIC OPERATIONS

The shoulders on the two lane section of SR 202 are not wide enough to do the work.

Exhibit C
 NWK-1961-SAM
 City of Sammamish ITS
 Page 2 of 10

NOTES

1. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED.
2. ALL SIGNS ARE 48" X 48" UNLESS OTHERWISE NOTED.
3. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
4. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
5. CHANNELIZATION DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
6. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' O.C.
7. THE CONTRACTOR SHALL NOT STORE ANY EQUIPMENT, VEHICLES, OR MATERIALS WITHIN THE CLEAR ZONE AS SPECIFIED IN THE SPECIAL PROVISIONS.
8. STEADY BURNING WARNING LIGHTS (TYPE C, MUTCD) SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT.
9. NO ENCROACHMENT IN TRAVELED LANE. IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED.
11. WORK TO TAKE PLACE BETWEEN 9:30 AM TO 3:00 PM.

TYPICAL SHOULDER CLOSURE - HIGH SPEED

NOT TO SCALE

100% SUBMITTAL - 11/11/19

FILE NAME				REGION NO.	STATE	FED.AID PROJ.NO.
TIME				WASH		CM-9917(029)
DATE				JOB NUMBER		
PLOTTED BY	JXB			CONTRACT NO.		LOCATION NO.
DESIGNED BY	HAS					
ENTERED BY	JXB					
CHECKED BY	KJT					
PROJ. ENGR.	EHS					
REGIONAL ADM.						
	REVISION		DATE	BY		



DKS
 719 Second Ave, Suite 1250
 Seattle, WA 98104
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 www.dksassociates.com



**SAMMAMISH, WSDOT AND KING COUNTY
 ITS IMPROVEMENT PROJECT**
SAHALEE WAY NE & SR 202
TRAFFIC CONTROL PLAN

PLAN REF NO
TC2
 SHEET
38
 OF
43
 SHEETS

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

LANE WIDTH (feet)	MINIMUM TAPER LENGTH = L (feet)									
	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
10	105	150	205	270	450	500	550	-	-	-
11	115	165	225	295	495	550	605	660	-	-
12	125	180	245	320	540	600	660	720	-	-

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

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

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

NOT APPROVED
[Signature] 11/20/19
TRAFFIC OPERATIONS

I am not sure if this TCP applies to this project at all.

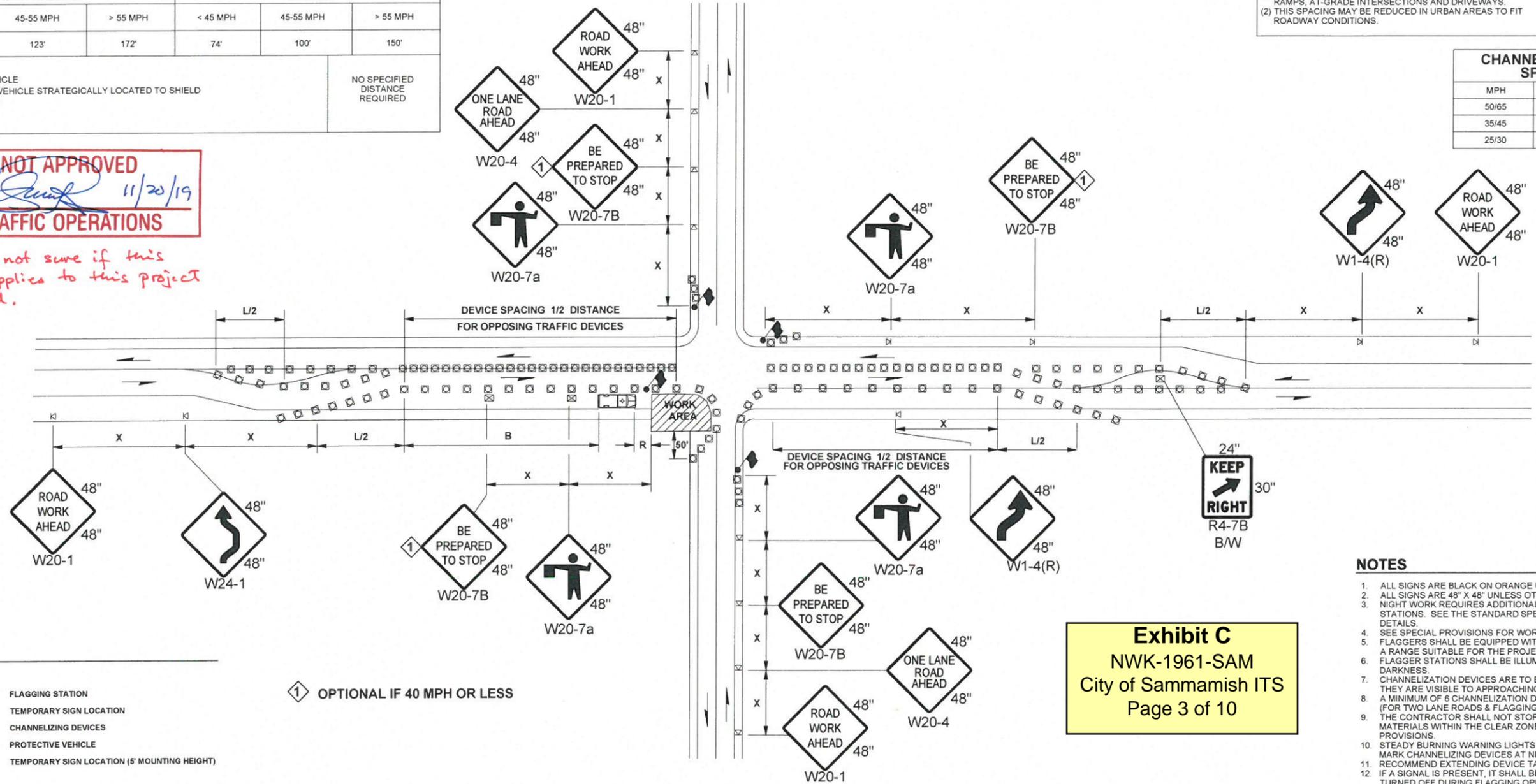


Exhibit C
NWK-1961-SAM
City of Sammamish ITS
Page 3 of 10

- NOTES**
- ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED.
 - ALL SIGNS ARE 48" X 48" UNLESS OTHERWISE NOTED.
 - NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
 - SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
 - FLAGGERS SHALL BE EQUIPPED WITH PORTABLE TWO WAY RADIOS WITH A RANGE SUITABLE FOR THE PROJECT.
 - FLAGGER STATIONS SHALL BE ILLUMINATED DURING HOURS OF DARKNESS.
 - CHANNELIZATION DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
 - A MINIMUM OF 6 CHANNELIZATION DEVICE SHALL BE USED ON TAPERS. (FOR TWO LANE ROADS & FLAGGING SITUATIONS)
 - THE CONTRACTOR SHALL NOT STORE ANY EQUIPMENT, VEHICLES, OR MATERIALS WITHIN THE CLEAR ZONE AS SPECIFIED IN THE SPECIAL PROVISIONS.
 - STEADY BURNING WARNING LIGHTS (TYPE C, MUTCD) SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT.
 - RECOMMEND EXTENDING DEVICE TAPER (L/3) ACROSS SHOULDER.
 - IF A SIGNAL IS PRESENT, IT SHALL BE SET TO "RED FLASH MODE" OR TURNED OFF DURING FLAGGING OPERATION.
 - TWO UNIFORMED POLICE OFFICERS SHALL BE USED IN LIEU OF FLAGGERS DURING IMPACT TO TRAFFIC SIGNAL OPERATION.
 - FOR SPEED LIMIT OF 30MPH OR LESS USE SIGN W1-3 IN LIEU OF SIGN W1-4.
 - MAINTAIN A MINIMUM OF ONE ACCESS POINT FOR EACH BUSINESS WITHIN WORK AREA LIMITS.
 - WORK TO TAKE PLACE BETWEEN 9:30 AM TO 3:00 PM.

100% SUBMITTAL - 11/11/19

TYPICAL INTERSECTION LANE CLOSURE ~ THREE LANE ROADWAY

NOT TO SCALE

FILE NAME		REGION NO.	STATE	FED.AID PROJ.NO.
TIME			WASH	CM-9917(029)
DATE		JOB NUMBER		
PLOTTED BY	JXB	CONTRACT NO.		LOCATION NO.
DESIGNED BY	HAS			
ENTERED BY	JXB			
CHECKED BY	KJT			
PROJ. ENGR.	EHS			
REGIONAL ADM.				
REVISION		DATE	BY	



SAMMAMISH, WSDOT AND KING COUNTY ITS IMPROVEMENT PROJECT		PLAN REF NO
SAHALEE WAY NE & SR 202		TC3
TRAFFIC CONTROL PLAN		SHEET 39 OF 43 SHEETS

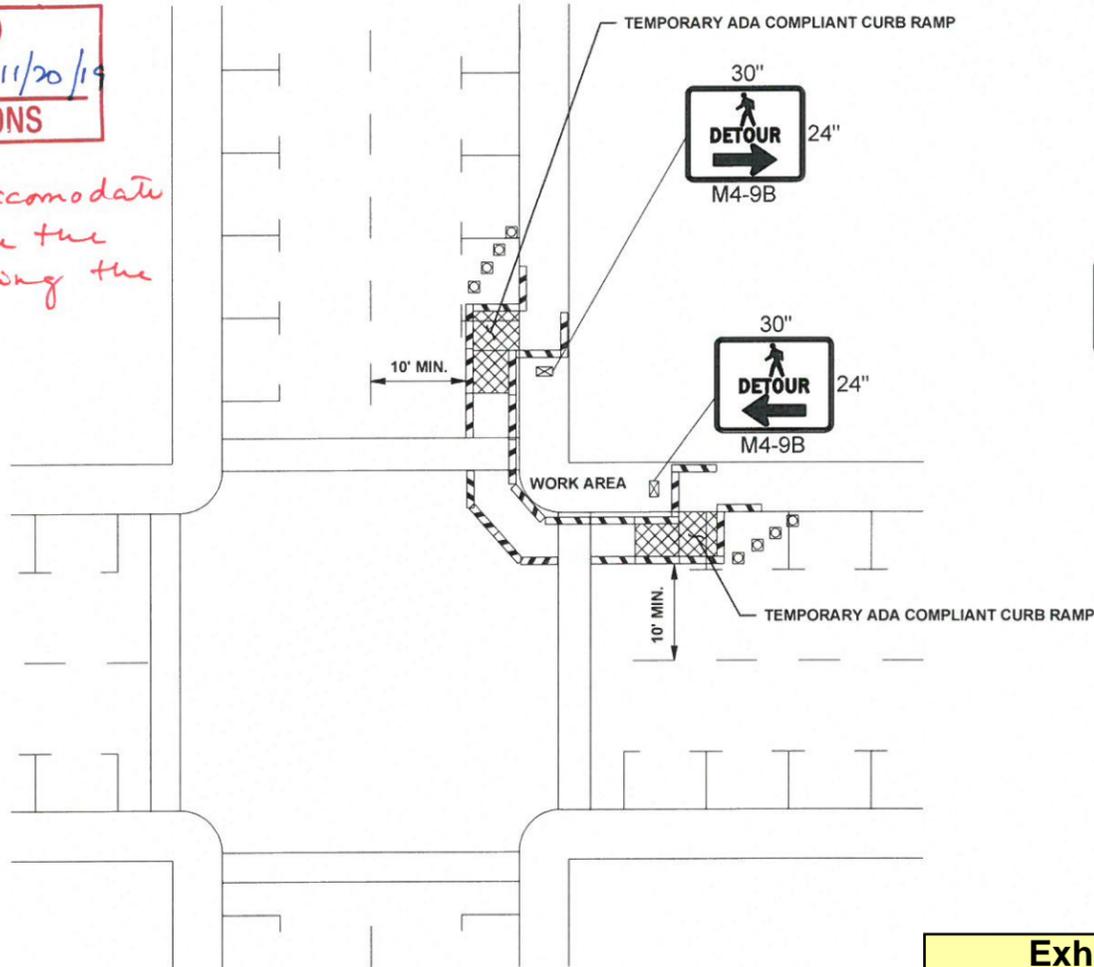
H:\Projects\19\19084-000 Sammamish ITS Improvement Project\10 CAD\TCP PLANS.dwg PLOT DATE 2019-11-04 16:37 SAVED DATE 2019-11-04 16:36 USER: eric.jung

NO PARKING R8-3
24" x 30"
R/W

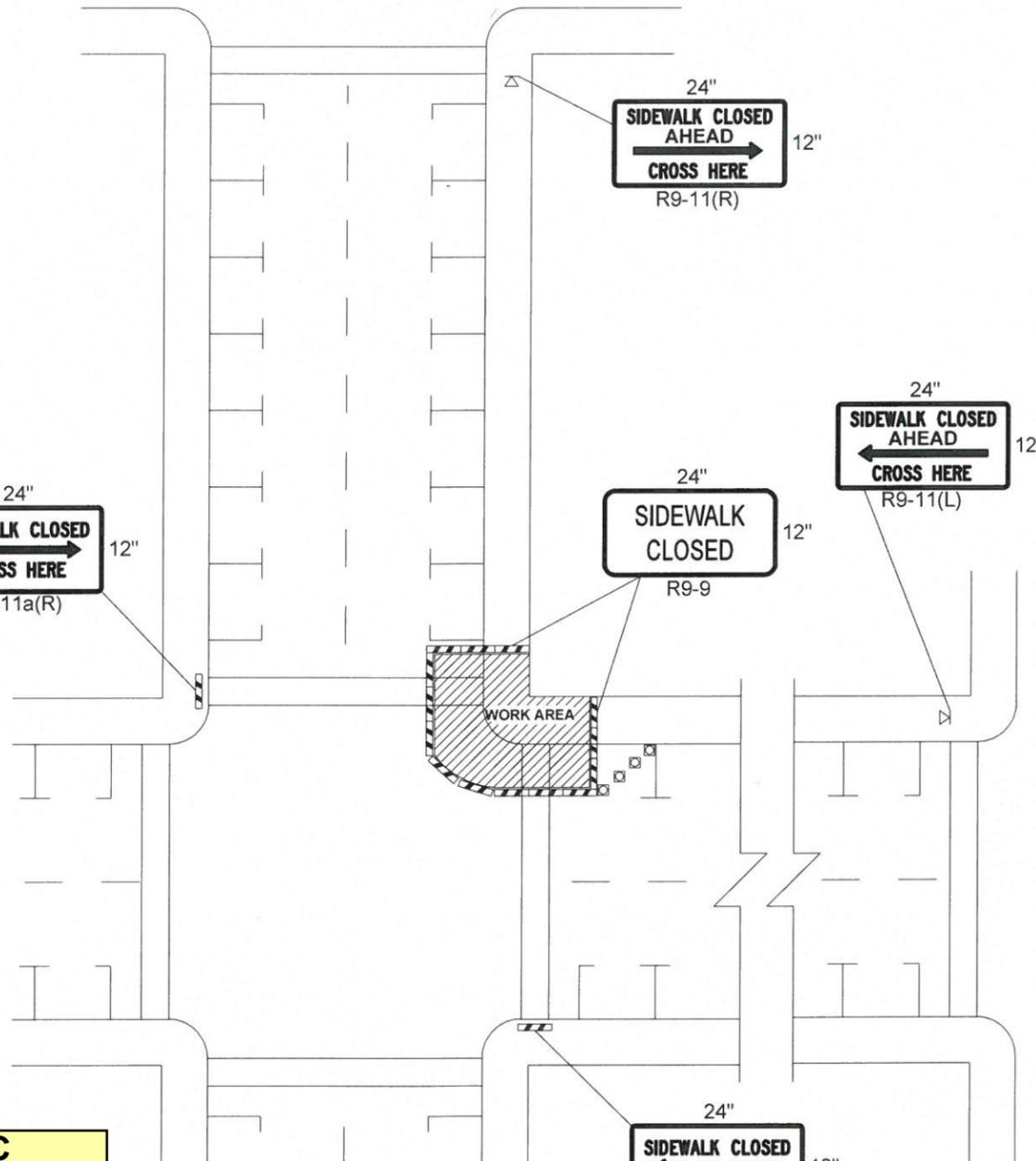
INSTALL ON TYPE 2 BARRICADES THROUGHOUT THE WORK AREA
24 HOURS PRIOR TO IMPLEMENTING TRAFFIC CONTROL.
PRIOR NOTIFICATION OF LOCAL LAW ENFORCEMENT REQUIRED.

NOT APPROVED
[Signature] 11/20/19
TRAFFIC OPERATIONS

Too generic. Accomodate pedestrian thru the work zone during the wire pull.



SIDEWALK DIVERSION



SIDEWALK DETOUR

Exhibit C
NWK-1961-SAM
City of Sammamish ITS
Page 4 of 10

INTERSECTION PEDESTRIAN TRAFFIC CONTROL

NOT TO SCALE

- LEGEND**
- ⊠ TEMPORARY SIGN LOCATION
 - ▣ CHANNELIZING DEVICES
 - ▨ PEDESTRIAN CHANNELIZING DEVICES
 - ⊞ TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT)

- NOTES**
1. CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.
 2. A 60" PEDESTRIAN PATH WIDTH SHOULD BE MAINTAINED (48" IS THE MINIMUM).
 3. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
 4. ADA PEDESTRIAN FACILITIES MUST BE MAINTAINED, SEE STANDARD SPECIFICATION 1-10.2(1)B.
 5. TEMPORARY PEDESTRIAN PUSH BUTTONS SHALL BE PLACED ON THE DIVERTED PATH WHEN EXISTING BUTTONS ARE NOT ACCESSIBLE TO PEDESTRIANS.
 6. EXISTING ADA FACILITIES MUST BE MAINTAINED. SEE MUTCD SECTION 6D AND FIGURES TA-28 AND 29 FOR ADDITIONAL INFORMATION.
 7. USE OF LONGITUDINAL CHANNELIZATION OR PEDESTRIAN DEVICES IS PREFERRED FOR CLOSING THE PEDESTRIAN FACILITY. SEE MUTCD SECTION 6F.71 AND WSDOT WORK ZONE TRAFFIC CONTROL GUIDELINES FOR MAINTENANCE OPERATIONS SECTION 1-8.

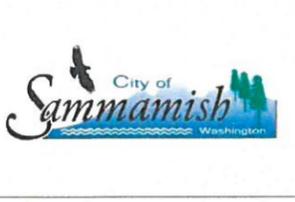
100% SUBMITTAL - 11/11/19

H:\Projects\19\19084-000 Sammamish ITS Improvement Project\10 CADD\TCP PLANS.dwg PLOT DATE 2019-11-04 16:37 SAVED DATE 2019-11-04 16:36 USER: erik.jung

FILE NAME		REGION NO.	STATE	FED.AID PROJ.NO.
TIME			WASH	CM-9917(029)
DATE		JOB NUMBER		
PLOTTED BY	JXB	CONTRACT NO.		LOCATION NO.
DESIGNED BY	HAS			
ENTERED BY	JXB			
CHECKED BY	KJT			
PROJ. ENGR.	EHS			
REGIONAL ADM.		REVISION	DATE	BY



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SAMMAMISH, WSDOT AND KING COUNTY ITS IMPROVEMENT PROJECT		PLAN REF NO
SAHALEE WAY NE & SR 202		TC4
TRAFFIC CONTROL PLAN		SHEET 40 OF 43 SHEETS

H:\Projects\19\19084-000 Sammamish ITS Improvement Project\10 CADD\TOP PLANS.dwg PLOT DATE 2019-11-04 16:36 SAVED DATE 2019-11-04 16:36 USER: erik.jung

NOTES:
 Lane closure hours:
 Sunday to Thursday 9:00 pm to 5:00 am

Traffic signal shall be on flashing red. Contact the following people 5 days prior to work that requires the traffic signal to be set on flashing red.

Rus Mandery (WSDOT Inspector) (206) 440-4709
 Pasko Kesovija (WSDOT Signal) (206) 440-4410
 Jim Martin (WSDOT Signal) (206) 442-2110
 Juan Reyes (WSDOT Traffic) (206) 440-4467

Maintain all driveway access. Notify affected residents and businesses. Escort pedestrians thru the work zone.

Contact WSDOT NW Region Radio 5 minutes prior to start of all closures and again after reopening @ (206) 440-4490.

Holiday Impacts:
 No closures will be allowed from noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday

Traffic approval expires 6 months after the signed date.

Escort pedestrians thru the work zone.

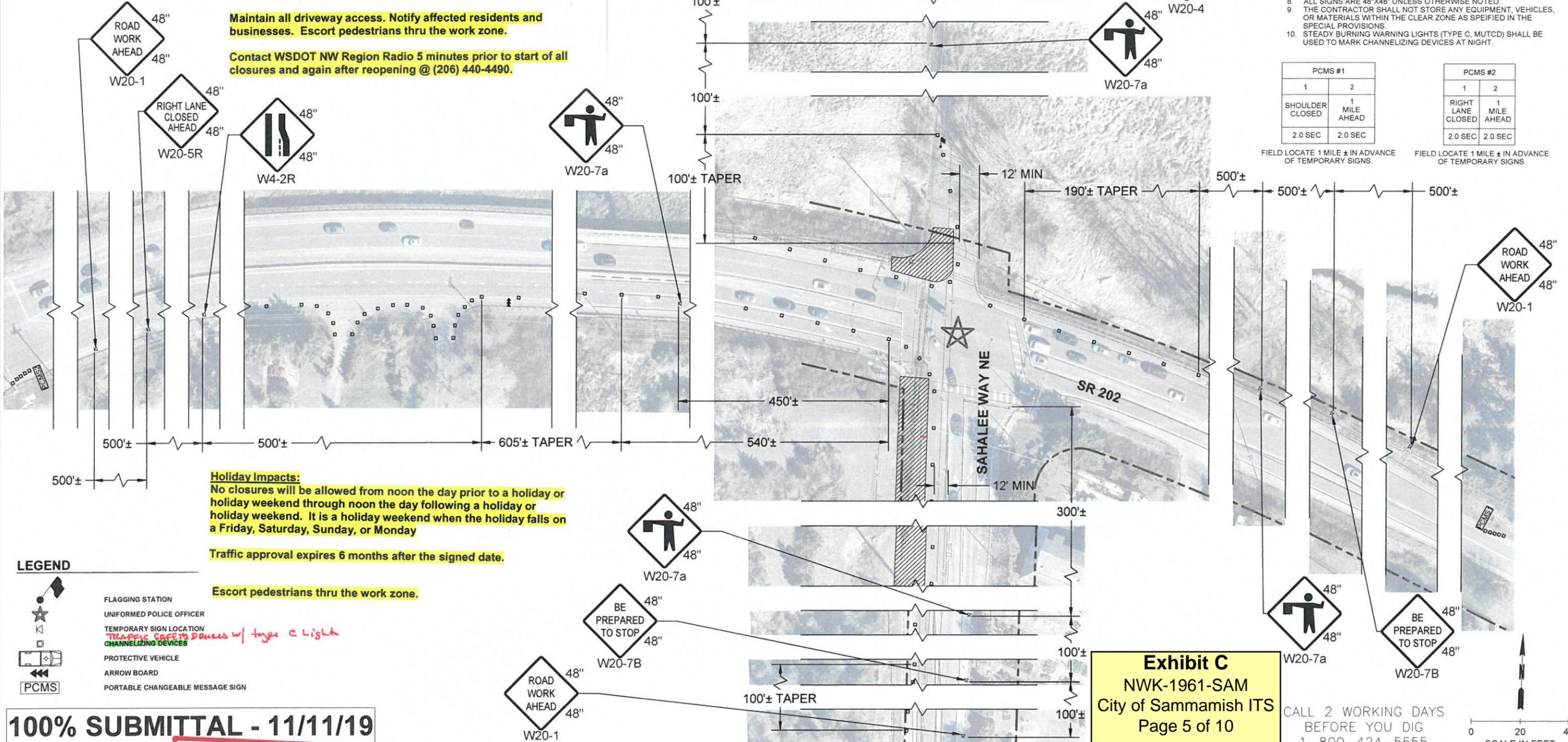
- NOTES**
- SEE SPECIAL PROVISION FOR WORK HOUR RESTRICTION.
 - DURING FLAGGING OPERATION AT SIGNALIZED INTERSECTIONS, THE SIGNAL SHALL BE CHANGED TO FLASHING RED AND A UNIFORMED POLICE OFFICER SHALL BE PRESENT TO CONTROL TRAFFIC.
 - FLAGGERS SHALL BE EQUIPPED WITH PORTABLE TWO WAY RADIOS WITH A RANGE SUITABLE FOR THE PROJECT.
 - FLAGGER STATIONS SHALL BE ILLUMINATED DURING HOURS OF DARKNESS.
 - CHANNELIZATION DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
 - A MINIMUM OF 6 CHANNELIZATION DEVICE SHALL BE USED ON TAPERS. (FOR TWO LANE ROADS & FLAGGING SITUATIONS)
 - ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED.
 - ALL SIGNS ARE 48"X48" UNLESS OTHERWISE NOTED.
 - THE CONTRACTOR SHALL NOT STORE ANY EQUIPMENT, VEHICLES, OR MATERIALS WITHIN THE CLEAR ZONE AS SPECIFIED IN THE SPECIAL PROVISIONS.
 - STEADY BURNING WARNING LIGHTS (TYPE C, MUTCD) SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT.

PCMS #1	
1	2
SHOULDER CLOSED	1 MILE AHEAD
2.0 SEC	2.0 SEC

PCMS #2	
1	2
RIGHT LANE CLOSED	1 MILE AHEAD
2.0 SEC	2.0 SEC

FIELD LOCATE 1 MILE ± IN ADVANCE OF TEMPORARY SIGNS.

FIELD LOCATE 1 MILE ± IN ADVANCE OF TEMPORARY SIGNS.



LEGEND

	FLAGGING STATION
	UNIFORMED POLICE OFFICER
	TEMPORARY SIGN LOCATION
	TRAFFIC SAFETY DEVICES w/ type C Light
	CHANNELIZING DEVICES
	PROTECTIVE VEHICLE
	ARROW BOARD
	PORTABLE CHANGEABLE MESSAGE SIGN

100% SUBMITTAL - 11/11/19

APPROVED AS NOTED

11-21-19

TRAFFIC OPERATIONS

FILE NAME	TIME	DATE	PLOTTED BY	JXB	DESIGNED BY	HAS	ENTERED BY	JXB	CHECKED BY	KJT	PROJ. ENGR.	EHS	REGIONAL ADM.	
REVISION	DATE	BY	REGION NO.		STATE		FED.AID PROJ.NO.		WASH		CM-9917(029)		JOB NUMBER	
						LOCATION NO.								



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SAMMAMISH, WSDOT AND KING COUNTY ITS IMPROVEMENT PROJECT

SAHALEE WAY NE & SR 202

TRAFFIC CONTROL PLAN

PLAN REF NO
TC5
 SHEET
41
 OF
43
 SHEETS

Exhibit C
 NWK-1961-SAM
 City of Sammamish ITS
 Page 5 of 10

CALL 2 WORKING DAYS BEFORE YOU DIG
 1-800-424-5555

SCALE IN FEET
 0 20 40

NOTES:

Lane closure hours
Sunday to Thursday 8:00 pm to 5:00 am

Maintain all driveway access. Flaggers shall be provided on driveways within the work zone. Notify affected residents and businesses.

Contact WSDOT NW Region Radio 5 minutes prior to start of all closures and again after reopening @ (206) 440-4490.

Email Juan Reyes (WSDOT Traffic) five days prior to work @ reyesj@wsdot.wa.gov. Attach the approved traffic control plan that will be used.

Holiday Impacts:

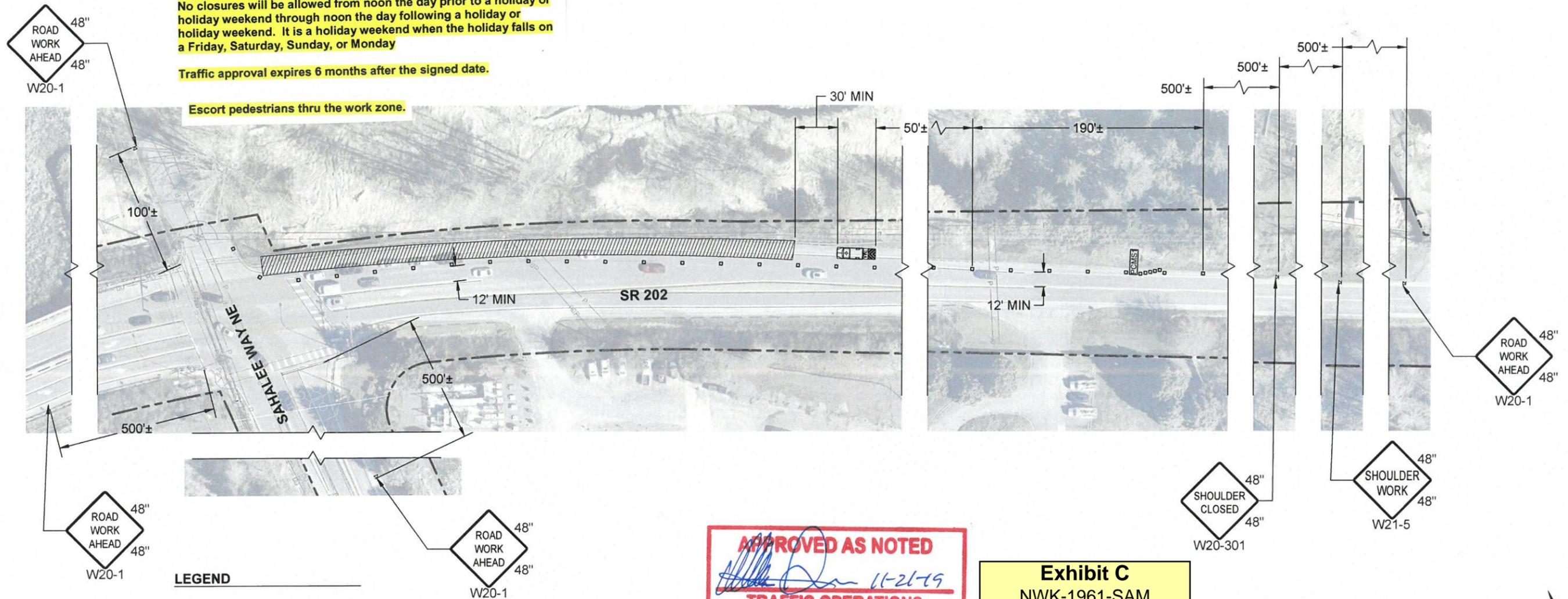
No closures will be allowed from noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday

Traffic approval expires 6 months after the signed date.

Escort pedestrians thru the work zone.

NOTES

- SEE SPECIAL PROVISION FOR WORK HOUR RESTRICTION.
- CHANNELIZATION DEVICES ARE TO BE EXTENDED TO A POINT WHERE THEY ARE VISIBLE TO APPROACHING TRAFFIC.
- A MINIMUM OF 6 CHANNELIZATION DEVICES SHALL BE USED ON TAPERS. (FOR TWO LANE ROADS & FLAGGING SITUATIONS)
- ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE NOTED.
- ALL SIGNS ARE 48"X48" UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL NOT STORE ANY EQUIPMENT, VEHICLES, OR MATERIALS WITHIN THE CLEAR ZONE AS SPECIFIED IN THE SPECIAL PROVISIONS.
- STEADY BURNING WARNING LIGHTS (TYPE C, MUTCD) SHALL BE USED TO MARK CHANNELIZING DEVICES AT NIGHT.



APPROVED AS NOTED
[Signature] 11-21-19
TRAFFIC OPERATIONS

Exhibit C
 NWK-1961-SAM
 City of Sammamish ITS
 Page 6 of 10

100% SUBMITTAL - 11/11/19

CALL 2 WORKING DAYS
 BEFORE YOU DIG
 1-800-424-5555

FILE NAME		REGION NO.	STATE	FED.AID PROJ.NO.
TIME			WASH	CM-9917(029)
DATE		JOB NUMBER		
PLOTTED BY	JXB	CONTRACT NO.		LOCATION NO.
DESIGNED BY	HAS			
ENTERED BY	JXB			
CHECKED BY	KJT			
PROJ. ENGR.	EHS			
REGIONAL ADM.				
REVISION		DATE	BY	



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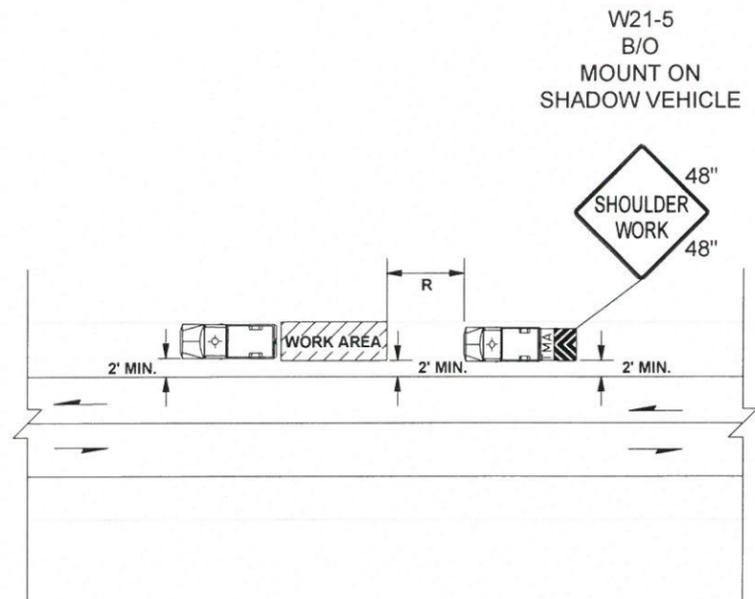


**SAMMAMISH, WSDOT AND KING COUNTY
 ITS IMPROVEMENT PROJECT**
SAHALEE WAY NE & SR 202
TRAFFIC CONTROL PLAN

PLAN REF NO
TC6
 SHEET
42
 OF
43
 SHEETS

H:\Projects\1919084-000 Sammamish ITS Improvement Project\10 CADD\TCP PLANS.dwg PLOT DATE 2019-11-04 16:36 USER: erik.jung

H:\Projects\19\19004-000 Sammamish ITS Improvement Project\10 CAD\TCP PLANS.dwg PLOT DATE 2019-11-04 16:36 USER: erik.jung

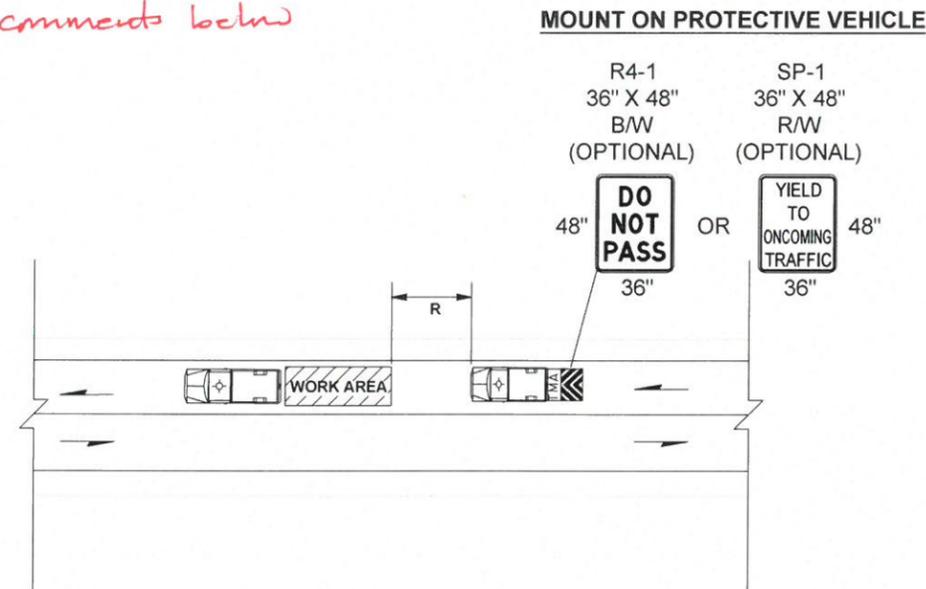


TYPICAL MOBILE OPERATION SHOULDER CLOSURE

Shoulders on SR 202 are generally narrow.

NOT APPROVED
[Signature] 11/20/19
TRAFFIC OPERATIONS

See comments below



TYPICAL MOBILE OPERATION LANE CLOSURE

Not acceptable. SR 202 is a 55 mph zone.

LEGEND

- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- WARNING BEACON - REQUIRED
- TRANSPORTABLE ATTENUATOR
- PROTECTIVE VEHICLE

NOTES

1. WORK VEHICLE AND PROTECTIVE VEHICLE SHALL USE WARNING BEACONS.
2. PROTECTIVE VEHICLE SHALL MAINTAIN 500'-1000' OF SIGHT DISTANCE TO APPROACHING TRAFFIC.

TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R					
HOST VEHICLE WEIGHT 9,900 TO 22,000 lbs.			HOST VEHICLE WEIGHT > 22,000 lbs.		
< 45 MPH	45-55 MPH	> 55 MPH	< 45 MPH	45-55 MPH	> 55 MPH
100'	123'	172'	74'	100'	150'
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.					NO SPECIFIED DISTANCE REQUIRED
ROLL AHEAD DISTANCES VARY AND SHALL BE DETERMINED IN FIELD BASED ON WORK OPERATION AND SITE SPECIFIC CONDITIONS.					
USE OF A TRUCK MOUNTED ATTENUATOR RECOMMENDED					

LEGEND

- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- WARNING BEACON - REQUIRED
- TRANSPORTABLE ATTENUATOR
- PROTECTIVE VEHICLE

NOTES

1. WORK VEHICLE AND PROTECTIVE VEHICLE SHALL USE WARNING BEACONS.
2. PROTECTIVE VEHICLE SHALL MAINTAIN 500'-1000' OF SIGHT DISTANCE TO APPROACHING TRAFFIC.
3. ADVANCE WARNING VEHICLE RECOMMENDED.

Exhibit C
NWK-1961-SAM
City of Sammamish ITS
Page 7 of 10

100% SUBMITTAL - 11/11/19

FILE NAME		REGION NO.		STATE	FED.AID PROJ.NO.
TIME		WASH			CM-9917(029)
DATE		JOB NUMBER		LOCATION NO.	
PLOTTED BY	JXB	CONTRACT NO.			
DESIGNED BY	HAS				
ENTERED BY	JXB				
CHECKED BY	KJT				
PROJ. ENGR.	EHS				
REGIONAL ADM.					
REVISION		DATE		BY	



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SAMMAMISH, WSDOT AND KING COUNTY ITS IMPROVEMENT PROJECT		PLAN REF NO
ALONG SR202		TC7
MOBILE OPERATIONS		SHEET 43 OF 43 SHEETS

APPROVED AS NOTED
[Signature] 11-21-19
TRAFFIC OPERATIONS

NOTES:
 Lane closure hours
 Sunday to Thursday 8:00 pm to 5:00 am

Maintain all driveway access. Flaggers shall be provided on driveways within the work zone. Notify affected residents and businesses.

Contact WSDOT NW Region Radio 5 minutes prior to start of all closures and again after reopening @ (206) 440-4490.

Email Juan Reyes (WSDOT Traffic) five days prior to work @ reyesj@wsdot.wa.gov. Attach the approved traffic control plan that will be used.

Holiday Impacts:
 No closures will be allowed from noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday

Traffic approval expires 6 months after the signed date.

Escort pedestrians thru the work zone.

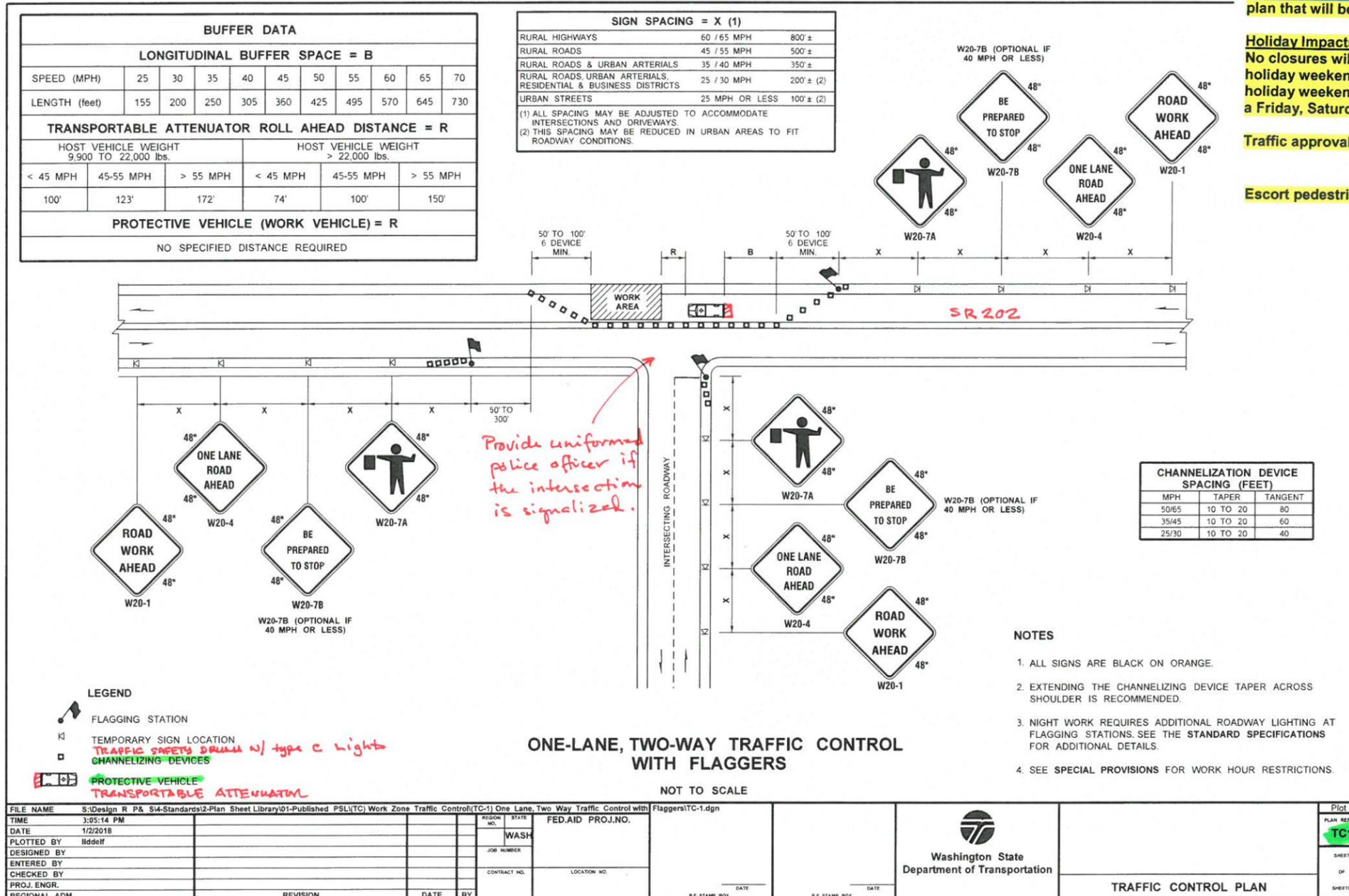


Exhibit C
 NWK-1961-SAM
 City of Sammamish ITS
 Page 8 of 10

TC8

NOTES:
 Lane closure hours
 Sunday to Thursday 8:00 pm to 5:00 am

Maintain all driveway access. Flaggers shall be provided on driveways within the work zone. Notify affected residents and businesses.

Contact WSDOT NW Region Radio 5 minutes prior to start of all closures and again after reopening @ (206) 440-4490.

Email Juan Reyes (WSDOT Traffic) five days prior to work @ reyesi@wsdot.wa.gov. Attach the approved traffic control plan that will be used.

Holiday Impacts:
 No closures will be allowed from noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday

Traffic approval expires 6 months after the signed date.

Escort pedestrians thru the work zone.

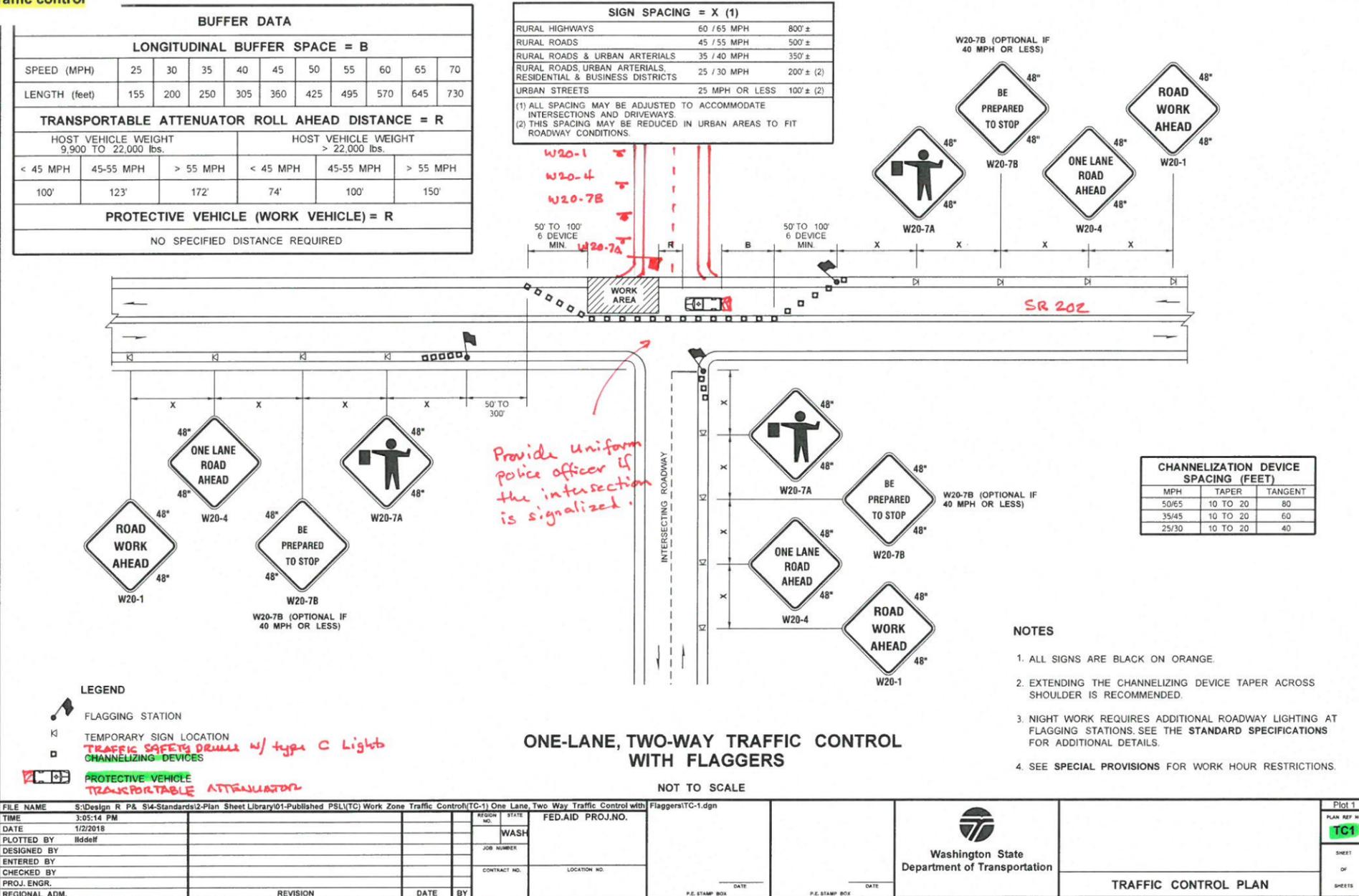


Exhibit C
 NWK-1961-SAM
 City of Sammamish ITS
 Page 9 of 10

NOTES:
 Lane closure hours
 Sunday to Thursday 8:00 pm to 5:00 am

Maintain all driveway access. Flaggers shall be provided on driveways within the work zone. Notify affected residents and businesses.

Contact WSDOT NW Region Radio 5 minutes prior to start of all closures and again after reopening @ (206) 440-4490.

Email Juan Reyes (WSDOT Traffic) five days prior to work @ reyesj@wsdot.wa.gov. Attach the approved traffic control plan that will be used.

Holiday Impacts:
 No closures will be allowed from noon the day prior to a holiday or holiday weekend through noon the day following a holiday or holiday weekend. It is a holiday weekend when the holiday falls on a Friday, Saturday, Sunday, or Monday

Traffic approval expires 6 months after the signed date.

Escort pedestrians thru the work zone.



MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)										
LANE WIDTH (feet)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
10	105	150	205	270	450	500	550	-	-	-
11	115	165	225	295	495	550	605	660	-	-
12	125	180	245	320	540	600	660	720	780	840

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (feet)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
8'	40	40	60	90	120	130	150	160	170	190
10'	40	60	90	90	150	170	190	200	220	240

USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.

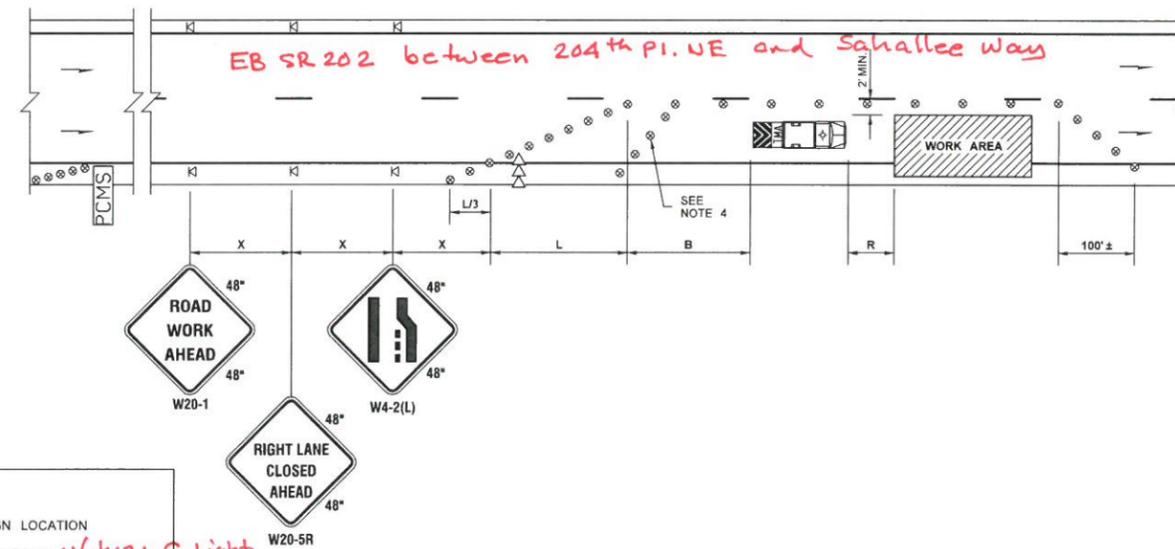
SIGN SPACING = X (1)		
FREEWAYS & EXPRESSWAYS	55 / 70 MPH	1500' ±
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS & URBAN ARTERIALS	25 / 30 MPH	200' ± (2)
RESIDENTIAL & BUSINESS DISTRICTS		
URBAN STREETS	25 MPH OR LESS	100' ± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60
25/30	20	40

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730

TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R					
HOST VEHICLE WEIGHT 9,900 TO 22,000 lbs.			HOST VEHICLE WEIGHT > 22,000 lbs.		
< 45 MPH	45-55 MPH	> 55 MPH	< 45 MPH	45-55 MPH	> 55 MPH
100'	123'	172'	74'	100'	150'



PCMS	
1	2
RIGHT LANE CLOSURE	1 MILE AHEAD
2.0 SEC	2.0 SEC

FIELD LOCATE 1 MILE ± IN ADVANCE OF LANE CLOSURE SIGNING.

LEGEND	
⊠	TEMPORARY SIGN LOCATION
⊙	TRAFFIC SAFETY DRUM w/ type C Light
⇌	SEQUENTIAL ARROW SIGN
⊠	TRANSPORTABLE ATTENUATOR
PCMS	PORTABLE CHANGEABLE MESSAGE SIGN

SINGLE-LANE CLOSURE FOR MULTI-LANE ROADWAYS

NOT TO SCALE

NOTES

- SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
- DEVICES SHALL NOT ENCR OACH INTO THE ADJACENT LANE.
- USE TRANSVERSE DEVICES IN CLOSED LANE EVERY 1000' (FT) (RECOMMENDED).
- DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT).
- ALL SIGNS ARE BLACK ON ORANGE.

FILE NAME: S:\Design R P& S\4-Standards\2-Plan Sheet Library\02-PSL Work in Progress\Fermi(TC1-TC17) Buffer Data table replacement\TC-3.dgn	REGION: WASH	STATE: WASH	FED.AID PROJ.NO.	Plot 1
TIME: 8:18:31 AM				PLAN REF NO: TC3
DATE: 1/3/2018				SHEET
PLOTTED BY: Hddelf				OF
DESIGNED BY:				SHEETS
ENTERED BY:				
CHECKED BY:				
PROJ. ENGR.				
REGIONAL ADM.	REVISION	DATE	BY	

Washington State Department of Transportation

TRAFFIC CONTROL PLAN

Exhibit C
 NWK-1961-SAM
 City of Sammamish ITS
 Page 10 of 10

TCID

APPENDIX D
Rhythm InSync ASC Quote
(Reference Only)

Quotation

Agency & Project

Sammamish, WA

228th Ave+NE25thWay&Sahalee
WayNE+NE37thWay

Quote Addressed To

Isabel Diaz, P.E., PTOE

801 228th Avenue Southeast
Sammamish, Washington 98075
USA

Quote Information

Prepared By	Sawyer Breslow	Created Date	1/31/2020
Company Address	11228 Thompson Ave Lenexa, KS, Kansas 66219 USA	Expiration Date	12/31/2019
Phone	9132270603 x136	Opportunity Number	012875
Email	sawyer.breslow@rhythmtraffic.com		

Responsibilities

Rhythm Engineering will be responsible for the following tasks:

1. Provide materials per the approved Quotation and subsequent Purchase Order.
2. Provide specifications for materials to be supplied by Client – wires, connectors, and specialized installation tools as well as camera mounting hardware if needed.
3. Once VPN access is provided to the entire In|Sync system, provide on-site classroom and hands-on training to Client, or their designee, in installation procedures for the In|Sync equipment listed above. This includes at a minimum: desired camera views, drawing detection zones and segments, connection of Ethernet cables, mounting of In|Sync processor(s) and site equipment panel in the traffic cabinet, connection of cables, connection of the pedestrian intercept feature, placing and cabling of detector-cards in the detector card rack (if applicable), monitor mounting and connections, and local processor accessibility. Provide remote support to installer during the installation process. Provide training for Client traffic engineering staff in the system parameters configuration, maintenance and operation of In|Sync.
4. Consult with Client traffic engineering staff to define the operating parameters for initial system operation, including but not limited to: allowed movements, desired progression routes, travel times, phasing, amber times, all-red times, pedestrian walk and flashing don't walk times, traffic counts, traffic patterns, and any unique requirements that the Client may want to allow for during certain time of day scenarios, etc.
5. Provide camera placement guidance and documentation.
6. Perform the on-site integration of the In|Sync adaptive system, including verification of camera views, working with the installer to make any adjustments needed and loading of the predefined software image into the processor. The Rhythm Engineering team will work both on-site and remotely to bring online each In|Sync system. The adaptive system will work "out of the box", but Rhythm Engineering will take time to monitor and modify the adaptive parameters remotely over a period of approximately one to two weeks after the activation of the arterial in order to maximize the performance of In|Sync.
7. Project Manage the entire scope of Rhythm Engineering's responsibilities as listed above and provide updates to the Client as necessary throughout the duration of the project.

Installer will be responsible for the following tasks:

1. Order and provide shielded/outdoor-rated Category 5 Ethernet cable and outdoor rated 3-strand 14 AWG power wire (IMSA 20-1 Traffic Control Cable 14-3 stranded copper) and wires, connectors, and specialized installation tools as well as camera mounting hardware (if applicable) per Rhythm Engineering specifications. Cut-sheets to be provided by Rhythm Engineering at the appropriate time upon request.

2. Perform installation work consisting of: pulling & terminating the required power and Ethernet Cat 5E cables (Comscope 2003 shielded/outdoor rated) from the controller cabinet to the Rhythm Engineering pre-approved mounting location, installation of camera mounting hardware to mast arms/luminaires, mounting of the video cameras, connecting wires to cameras per Rhythm Engineering specifications and training, camera aiming, zooming and focusing.
3. Perform traffic cabinet installation work consisting of: installing the site equipment panel, mounting and connecting the In|Sync processor to the Ethernet switch and installing In|Sync's detector input connection type. Wiring of the RG return cable and connection of the In|Sync® system to the Ethernet network provided via the communications system provided by the Client or communications installer.
4. Ensure that remote VPN access is established to the entire In|Sync system deployment to allow Rhythm Engineering to provide remote assistance in aligning proper views of each camera. Once VPN access is confirmed, Rhythm Engineering can schedule a Rhythm Engineering technician to assist on site for final placement of In|Sync into detector mode.
5. Installer shall not connect Rhythm equipment to power prior to receiving authorization from Rhythm Engineering.
6. During installation, installer shall not place the In|Sync system into detector or adaptive mode without written authorization from Rhythm Engineering.
7. Return to site as needed during system integration to adjust cameras or troubleshoot any cabling or other issues arising from faulty installation.

Client will be responsible for the following tasks:

1. Provide an Ethernet network with TCP/IP connectivity between signals.
2. Provide traffic engineering information per intersection including, but not limited to: traffic counts, traffic pattern by time of day, phasing, allowed and prohibited movements, current timing plans, amber times, all-red times, pedestrian walk and flashing don't walk times.
3. Reserve and provide Rhythm Engineering with Internet Protocol (IP) Addresses for each intersection's equipment. Rhythm Engineering requires that ten (10) Local Area Network (LAN) IP addresses be reserved per intersection. Client is responsible for providing the listing of addresses for each intersection to Rhythm Engineering.
4. Establish Simple Mail Transfer Protocol (SMTP) and Network Time Protocol (NTP) server connection, as well as access to the intersections via a Virtual Private Network (VPN) connection or other remote connectivity for support and monitoring purposes during the warranty/support period.
5. A detailed before-and-after study measuring delay, stops, travel time, fuel consumption and emissions over multiple time periods throughout the weekday could be conducted (AM Peak, AM Off-peak, Noon Peak, Afternoon Off-Peak, PM Peak, Evening Off-Peak). This task is not funded as part of this SOW/Quote, but may be let out to a consultant or other entity as part of the total job scope of work.

Project Deployment

Cabinet hardware & detection camera installation may be completed by agency staff and/or a hired contractor. Rhythm Engineering provides installation training with a Rhythm technician onsite to lead this training and ensure staff gain sufficient understanding & capability. If Client determines that a hired contractor is desired, a detailed installation quote should be developed by that contractor. Development of the detailed installation quote would require additional information about the corridor including a cabinet inspection and site survey.

Rhythm Engineering will completely deploy this project within the mutually agreed upon schedule. Client is responsible for ensuring all signals are operational and ready for equipment installation, including Ethernet connectivity and wiring completion. Any delays in implementation outside of Rhythm Engineering's control are excluded from this timeframe.

Terms & Conditions

Payment Terms:

- Quote does not include additional fees in the event Rhythm serves as a primary contractor.
- Any required bonding or licensing fees are not included in quote.
- All taxes are the responsibility of client. FOB Point: Lenexa, KS
- Payment is due within 30 days of the invoice date. Client understands that Rhythm depends on Client prompt payment in the conduct of Rhythm's business. In particular, Client's failure to pay timely the amounts owed to Rhythm jeopardizes Rhythm's ability to pay its employees, suppliers, and other creditors and may result in an impairment of Rhythm's credit standing and status with sureties and lenders. Because the damages Rhythm may sustain as a result of Client's late



payment are difficult, if not impossible, to calculate, Client agrees that if Rhythm has not received payment within 30 days of invoicing, Client shall pay to Rhythm as liquidated damages an amount equal to 5% of the unpaid amounts. Client and Rhythm agree that the amount of liquidated damages is a reasonable estimate of Rhythm's damages, which are otherwise difficult to calculate. If payment exceeds 60 days past the invoice date (30 days past due), additional finance charges shall be applied at an interest rate of 18% APR. Finance charges are computed against the unpaid invoice balance, plus any liquidated damages and/or fees.

General Terms and Conditions:

- Client agrees that all Purchase Orders submitted to Rhythm in response to this Scope of Work and Quote do hereby incorporate any and all terms and conditions stated in this Scope of Work and Quote unless such terms or conditions are clearly and expressly rejected in writing within the submitted Purchase Order. In the event of such rejection, Rhythm shall not be deemed to have accepted Client's counteroffer unless Rhythm provides express written acceptance of the terms of Client's counteroffer. Purchase Orders submitted in response to this document that contain no payment terms are deemed to be a complete acceptance of the payment terms set forth in this document pursuant to these general terms and conditions.
- Client agrees that the laws of the State of Kansas apply to this Contract and all actions arising out of it. Client further agrees that this Contract is made in Kansas and Client subjects itself to the exclusive jurisdiction of federal or state court presiding over cases originating in Johnson County, Kansas and further agrees that venue is properly placed in a federal or state court presiding over cases originating in Johnson County, Kansas.
- Invoices are generated upon shipment of material.
- Client agrees that in the event either Rhythm or Client must initiate litigation or other enforcement proceeding the prevailing party in such litigation or other proceeding shall be entitled to recover its attorneys' fees and associated costs from the other party.

Quote Line Items				
Product	Product Description	Quantity	Sales Price	Total Price
Cable, ABC Y, mode 0,7 (Standard)		1.00	\$1,500.00	\$1,500.00
Cable, Dual Serial IM / SDLC		1.00	\$150.00	\$150.00
Cable, SDLC power		1.00	\$25.00	\$25.00
Cable, SDLC to BIU (1) REV B	M-F Connections	1.00	\$181.00	\$181.00
Equipment Panel		2.00	\$900.00	\$1,800.00
Fusion Module	Integrates Detection Devices	2.00	\$5,000.00	\$10,000.00
Installation Services		1.00	\$6,000.00	\$6,000.00
InSync: Fire	InSync: Fire System includes In Sync processor and detection units.	2.00	\$30,000.00	\$60,000.00
Mast Arm Camera Mount Kit	Pelco AB-3009-120 Pelco SH-0514-PNC Pelco AB-2003-74	7.00	\$325.00	\$2,275.00
Pedestrian Integration	Integrates Pedestrian Operations. Includes hardware (Intercept Module) for SDLC integration.	2.00	\$5,000.00	\$10,000.00
SDLC Module	SDLC Module	1.00	\$650.00	\$650.00

Subtotal	\$92,581.00
Total Price	\$92,581.00
Grand Total	\$92,581.00

Exclusions

1. Mounting hardware is required for each detection unit.
2. Cat5E and Camera Power Cable(14-3) are required for ASCT system function. Cables must meet Rhythm Engineering specification or be procured through Rhythm Engineering.



3. Each network cable run must be under 100 meters (300 feet). If the run exceeds 100 meters, Ethernet repeaters (approved by Rhythm Engineering or procured from Rhythm Engineering) must be used.