



City of Tacoma  
Department of Public Works

# **SPECIFICATION NO. PW23-0107F**

**E 38<sup>th</sup> St (E Portland Ave – SR7)**

**Project No. PWK-G0051  
Federal Aid Project No. NHPP-3224(002)**

**CITY OF TACOMA**  
**DEPARTMENT OF PUBLIC WORKS**

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT  
FOR

**SPECIFICATION NO.**  
**PW23-0107F**

**E 38<sup>th</sup> St (E Portland Ave – SR7)**

**PROJECT NO. PWK-G0051**

Josh Lauer, Eng. Project Manager  
Engineering Division  
Public Works Department  
Tacoma Municipal Building, Room 522  
Tacoma, Washington 98402

Division 1  
Chris Storey, PE, Eng. Project Manager  
Engineering Division  
Public Works Department  
Tacoma Municipal Building, Room 522  
Tacoma, Washington 98402

Division 2 – 9  
Jacob Hammes, PE, Project Engineer  
Engineering Division  
Public Works Department  
Tacoma Municipal Building, Room 544  
Tacoma, Washington



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SPECIFICATION NO. PW23-0107F

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**City of Tacoma  
Public Works Engineering**

**REQUEST FOR BIDS PW23-0107F  
E 38<sup>th</sup> St (E Portland Ave – SR7)**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 20, 2024**

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

**Submittal Delivery:** Sealed submittals will be received as follows:

<b>By Email:</b> <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a> Maximum file size: 35 MB. Multiple emails may be sent for each submittal	<b>In Person:</b> Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35 <sup>th</sup> Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm
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**Bid Opening:** Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained at the City's plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

**Pre-Proposal Meeting:** A pre-proposal meeting will not be held.

**Project Scope:** This Contract provides for the improvement E 38th St., grinding the outer lanes at the gutter line and overlay the street with 2" of HMA. Upgrading curb ramps as needed to meet ADA requirements and signal improvements

The Disadvantaged Business Enterprise (DBE) goal for this work is 15%

**Estimate:** \$982,542

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave in accordance with Washington State law.

**Americans with Disabilities Act (ADA Information:** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

**Title VI Information:** "The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged



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

**Disadvantaged Business Enterprise (DBE) Assurance Statement:**

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; or (4) Disqualifying the contractor from future bidding as non-responsible.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Brandon Snow by email to [bsnow@cityoftacoma.org](mailto:bsnow@cityoftacoma.org)

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.

*Dates of publication in the (Daily Index): (January 30, 2024), and (February 6, 2024).*



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.

## **SPECIAL REMINDER TO ALL BIDDERS**

**HEALTH & SAFETY:** Be sure to comply with all City of Tacoma health and safety requirements.

**PLEASE NOTE:** Be sure you have complied with all specifications and requirements and have signed all required documents.

**YOUR ATTENTION IS PARTICULARLY CALLED** to the following forms, which must be executed in full and submitted with your bid response:

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **BID PROPOSAL SIGNATURE SHEET:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **BID BOND:** The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **NON-COLLUSION DECLARATION:** Must be returned by the bidder and included with the submittal.

**FAILURE TO RETURN THE AFOREMENTIONED NON-COLLUSION DECLARATION AND TO SUBMIT SAID DECLARATION WITH THE BID SHALL BE DUE CAUSE FOR REJECTION OF BID.**

5. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
6. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
7. **SUBCONTRACTOR LIST:** Bidder shall list all subcontractor(s) 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. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

**FAILURE TO LIST SUBCONTRACTORS WILL RESULT IN THE BID BEING NON RESPONSIVE AND THEREFORE VOID.**

8. EQUAL EMPLOYMENT OPPORTUNITIES: The City of Tacoma's Prime Contractor's Pre-Work Form shall be completed by the bidder and submitted with the bid. This form is used to determine the bidder's EEO practices in accordance with Executive Order 11246 and TMC 10.26.
9. DBE UTILIZATION CERTIFICATE: For federal purposes, DBEs proposed to be used on this project shall be shown as a DBE listed in the current Office of Minority and Women's Business Enterprises (OMWBE) Directory, or who can produce written proof from OMWBE showing they were certified as a DBE as of the date fixed for opening bids. When DBE goals are established failure to submit this form will render the proposal as non-responsive. The federal DBE goal for this project is **fifteen** percent (**15%**).
10. ACKNOWLEDGEMENT: Must be signed by the bidder and be subscribed and sworn to before a Notary Public. Be sure all parties whose signatures are legally necessary have signed, whether the bidder be an individual, partnership or corporation.

**POST AWARD FORMS EXECUTED UPON AWARD:**

- A. CONTRACT: Must be executed by the successful bidder.
- B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.
- E. GENERAL RELEASE.

**CODE OF ETHICS:** The successful bidder agrees that its violation of the City's Code of Ethics contained in TMC Chapter 1.46 shall constitute a breach of the contract subjecting the contract to termination.

## **PART I**

### **BID PROPOSAL AND CONTRACT FORMS**

# **BID PROPOSAL**

SPECIFICATION NO. PW23-0107F

**E 38<sup>th</sup> St (E Portland Ave – SR7)**

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. PWK-G0051 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices.

**NOTE:**

1. Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.
2. The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.
3. The total base bid will be determined by adding the base bid of Schedule A and Schedule B.

All bid items are sorted in the following groups:

- **Schedule A: Roadway, Bid Items R1 – R46**

**Roadway Improvements (Rule 171)**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R-1. 1-05	Roadway Surveying	1 Lump Sum	Lump Sum	\$_____
R-2. 1-07	SPCC Plan	1 Lump Sum	Lump Sum	\$_____
R-3. 1-09	Mobilization	1 Lump Sum	Lump Sum	\$_____
R-4. 1-10	Pedestrian Traffic Control	1 Lump Sum	Lump Sum	\$_____
R-5. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$_____
R-6. 1-10	Uniformed Police Officer for Traffic Control	100 Hours	\$_____	\$_____
R-7. 1-10	Portable Changeable Message Sign	1800 Hours	\$_____	\$_____
R-8. 2-01	Clearing and Grubbing	1 Lump Sum	Lump Sum	\$_____
R-9. 2-02	Removal of Structures and Obstructions	1 Lump Sum	Lump Sum	\$_____
R-10. 2-03	Roadway Excavation Incl. Haul	160 Cu. Yd.	\$_____	\$_____
R-11. 2-14	Remove Existing Pavement, Type I, Class A8	395 Sq. Yd.	\$_____	\$_____
R-12. 2-14	Remove Existing Pavement, Type I, Class C6	425 Sq. Yd.	\$_____	\$_____
R-13. 2-15	Remove Curb	510 Lin. Ft.	\$_____	\$_____
R-14. 2-16	Remove Catch Basin	1 Each	\$_____	\$_____
R-15. 4-04	Crushed Surfacing Top Course	25 Tons	\$_____	\$_____

Contractor's Name: \_\_\_\_\_

Specification No. PW23-0107F

## Roadway Improvements (Rule 171)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
R-16. 4-04	Crushed Surfacing Base Course	150 Tons	\$ _____	\$ _____
R-17. 5-04	Planing Bituminous Pavement	11525 Sq. Yd.	\$ _____	\$ _____
R-18. 5-04	Fiber Reinforced HMA CL 1/2" PG 58H-22	2560 Tons	\$ _____	\$ _____
R-19. 5-04	HMA CL 1/2" PG 58H-22	55 Tons	\$ _____	\$ _____
R-20. 7-05	Adjust Existing Manhole, Furnish New Frame and Cover	26 Each	\$ _____	\$ _____
R-21. 7-05	Adjust Existing Valve Chamber to Grade	17 Each	\$ _____	\$ _____
R-22. 7-05	Adjust Existing Catch Basin	8 Each	\$ _____	\$ _____
R-23. 7-05	Catch Basin Type 1	1 Each	\$ _____	\$ _____
R-24. 7-05	Reconnect Existing Sewer Pipe, 8-In. Diam., to New Structure	1 Each	\$ _____	\$ _____
R-25. 8-01	Erosion/Water Pollution Control	1 Lump Sum	Lump Sum	\$ _____
R-26. 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
R-27. 8-01	NPDES Construction Stormwater General Permit	1 Lump Sum	Lump Sum	\$ _____
R-28. 8-02	Site Restoration	1 Lump Sum	Lump Sum	\$ _____
R-29. 8-04	Cement Conc. Traffic Curb and Gutter	650 Lin. Ft.	\$ _____	\$ _____
R-30. 8-04	Cement Conc. Pedestrian Curb	225 Lin. Ft.	\$ _____	\$ _____

Contractor's Name: \_\_\_\_\_

Specification No. PW23-0107F

**Roadway Improvements (Rule 171)**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R-31. 8-09	Raised Pavement Marker Type 2	27 Each	\$ _____	\$ _____
R-32. 8-12	Reconstruct Wood Fence	165 Lin. Ft.	\$ _____	\$ _____
R-33. 8-13	Poured Monument	10 Each	\$ _____	\$ _____
R-34. 8-14	Cement Conc. Sidewalk	130 Sq. Yd.	\$ _____	\$ _____
R-35. 8-14	Cement Conc. Curb Ramp	28 Each	\$ _____	\$ _____
R-36. 8-21	Permanent Signing	1 Lump Sum	Lump Sum	\$ _____
R-37. 8-22	Plastic Line	7200 Lin. Ft.	\$ _____	\$ _____
R-38. 8-22	Plastic Wide Line	800 Lin. Ft.	\$ _____	\$ _____
R-39. 8-22	Plastic Stop Line	150 Lin. Ft.	\$ _____	\$ _____
R-40. 8-22	Plastic 12-inch Wide Line	270 Lin. Ft.	\$ _____	\$ _____
R-41. 8-22	Plastic Traffic Letter	32 Each	\$ _____	\$ _____
R-42. 8-22	Plastic Traffic Arrow	11 Each	\$ _____	\$ _____
R-43. 8-22	Plastic Crosswalk Line	1050 Lin. Ft.	\$ _____	\$ _____
R-44. 8-22	Reinstall Tuff Curb	20 Lin. Ft.	\$ _____	\$ _____
R-45. 8-23	Temporary Pavement Marking - Short Duration	3800 Lin. Ft.	\$ _____	\$ _____

Contractor's Name: \_\_\_\_\_

Specification No. PW23-0107F



**Roadway Improvements (Rule 171)**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R-46. 8-23	Temporary Stop Line- Short Duration	150 Lin. Ft.	\$ _____	\$ _____

**Roadway Base Bid Total (Bid Items No. R1 – R46)**

\$ \_\_\_\_\_

**Proposal for Incorporating Recycled Materials into the Project**

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

Proposed total percentage: \_\_\_\_\_ percent (%)

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

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**Bidder:** \_\_\_\_\_**Signature of Authorized Official:** \_\_\_\_\_**Date:** \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Specification No. PW23-0107F

## **BID PROPOSAL SIGNATURE SHEET**

The total bid price for completion of all the work required in accordance with the Plans and Specifications, together with any and all Addenda issued as a Supplement thereto, is

\$\_\_\_\_\_ (GRAND TOTAL FROM BID PROPOSAL)

ACKNOWLEDGMENT OF ADDENDUM FOR:  
PW23-0107F

E 38th St (E Portland Ave - SR7)

#1 \_\_\_\_\_ (initial)

#2 \_\_\_\_\_ (initial)

#3 \_\_\_\_\_ (initial)

#4 \_\_\_\_\_ (initial)

Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Registration Number: \_\_\_\_\_

- NOTE: 1. If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
2. If the bidder is a corporation, this Bid Proposal must be executed by its duly authorized officials.
3. The bidder agrees, by submitting a bid under these Specifications, that in the event any litigation should arise concerning the submission of bids or the award of contract under this Specification or Request for Bids, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

CITY OF TACOMA

Elizabeth Pauli  
CITY MANAGER

# 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.

Herewith find deposit in the form of a cashier's check in the amount of \$\_\_\_\_\_ which amount is not less than 5-percent of the total bid.

SIGN HERE\_\_\_\_\_

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are held  
and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ dollars, for the payment of which the Principal  
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make  
and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and  
shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the  
Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit  
specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full  
force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated  
damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_, 20\_\_\_\_\_  
Received return of deposit in the sum of \$ \_\_\_\_\_  
\_\_\_\_\_



City of Tacoma

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**February 20, 2024**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

### Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

State of Incorporation, or if not a corporation, the state where business entity was formed:

\_\_\_\_\_

If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_

*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

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

## **NON-COLLUSION DECLARATION**

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

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

## **NOTICE TO ALL BIDDERS**

To report rigging activities call:

**1-800-424-9071**

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

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

Specification No. \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor  
(Must be in effect at the time of bid submittal):

Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Current Washington Unified Business Identifier  
(UBI) Number:

Number: \_\_\_\_\_

Do you have industrial insurance (workers' compensation)  
Coverage nor your employees working in Washington?

☐ Yes      ☐ No  
☐ Not Applicable

Washington Employment Security Department Number

Number: \_\_\_\_\_

☐ Not Applicable

Washington Department of Revenue state excise tax  
Registration number:

Number: \_\_\_\_\_

☐ Not Applicable

Have you been disqualified from bidding any public  
works contracts under RCW 39.06.010 or 39.12.065(3)?

☐ Yes      ☐ No  
If yes, provide an explanation of your  
disqualification on a separate page.

Do you have a physical office located in the state of  
Washington?

☐ Yes      ☐ No

If incorporated, in what state were you incorporated?

State: \_\_\_\_\_ ☐ Not Incorporated

If not incorporated, in what state was your business  
entity formed?

State: \_\_\_\_\_

Have you completed the training required by RCW  
39.04.350, or are you on the list of exempt businesses  
maintained by the Department of Labor and Industries?

☐ Yes      ☐ No

# List of Subcontractor Categories of Work

Project Name \_\_\_\_\_

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, and/or plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. **This information must be submitted with the bid proposal or within one hour of the published bid submittal time via email to [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org).**

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. **This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org).**

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name.

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	_____
	_____
	_____
	_____





## Disadvantaged Business Enterprise Utilization Certification

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

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

Box 2: \_\_\_\_\_

Column 1  <b>Name of DBE</b> (See instructions)	Column 2  <b>Project Role</b> (See instructions)	Column 3  <b>Description of Work</b> (See instructions)	Column 4  <b>Dollar Amount Subcontracted to DBE</b> (See instructions)	Column 5  <b>Dollar Amount to be Applied Towards Goal</b> (See instructions)

Disadvantaged Business Enterprise \_\_\_\_\_  
Condition of Award Contract Goal Box 3

Total DBE Commitment Dollar Amount \_\_\_\_\_  
Box 4

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

# Instructions for Disadvantaged Business Enterprise Utilization Certification Form

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

Box 2: Name of the Project.

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

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

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

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

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

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

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

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

**Note 1:** For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = \$100,000 (Column 4) equates to  $(\$100,000 \times 50\%) = \$50,000$  (Column 5) to be applied towards the goal.

**Note 2:** For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = \$100,000 (Column 4) equates to  $(\$100,000 \times 60\%) = \$60,000$  (Column 5) to be applied towards the goal

**Note 3:** For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = \$100,000 (Column 4) equates to  $(\$100,000 \times \text{reasonable fee \%}) = \$$  (Column 5) to be applied towards the goal.

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

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

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

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

## Disadvantaged Business Enterprise Utilization Certification

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

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

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

Column 1  Name of DBE <small>See instructions)</small>	Column 2  Project Role <small>See instructions)</small>	Column 3  Description of Work <small>See instructions)</small>	Column 4  Dollar Amount Subcontracted to DBE <small>See instructions)</small>	Column 5  Dollar Amount to be Applied Towards Goal <small>See instructions)</small>
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250

EXAMPLE

Disadvantaged Business Enterprise 356,968.16  
Condition of Award Contract Goal Box 3

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

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



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

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

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

---

**PART A: To be completed by the bidder**

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

Contract Title: \_\_\_\_\_

Bidder's Business Name: \_\_\_\_\_

DBE's Business Name: \_\_\_\_\_

Description of DBE's Work: \_\_\_\_\_

Dollar Amount to be Applied Towards DBE Goal: \_\_\_\_\_

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

---

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

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

Name (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_



# Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Use Additional Sheets if necessary.**



# Disadvantaged Business Enterprise (DBE) Trucking Credit Form

## PART A: TO BE COMPLETED BY THE BIDDER

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

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

Use additional sheets as necessary.

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

## PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

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

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

## **INSTRUCTIONS**

**Please note – All Fields are required**

### **PART A: TO BE COMPLETED BY THE BIDDER**

**Federal Aid:** Include the project federal-aid number.

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

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

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

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

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

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

### **PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM**

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

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

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

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

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

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



## ACKNOWLEDGMENT

SPECIFICATION NO. PW23-0107F

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

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the Special provisions for this project.

A bid 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 CITY TREASURER  
BID BOND             \_\_\_\_\_ IN THE AMOUNT OF 5% OF THE TOTAL AMOUNT BID

\*\*Receipt is hereby acknowledged of Addendum No.(s) \_\_\_\_, \_\_\_\_, \_\_\_\_, & \_\_\_\_.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

\_\_\_\_\_  
\_\_\_\_\_

Firm Name \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public

My appointment expires \_\_\_\_\_  
(Seal or Stamp)

### NOTE:

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

## CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":

---

  1. Specification No. [Spec Number] [ Spec Title] together with all authorized addenda.
  2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
  3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

---
- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.  
  
If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
  1. Contract, inclusive of Appendices A and B.
  2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:  
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents 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 and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:  
Signature:

CONTRACTOR:  
Signature:

Name:

Name:

Title:

Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: \_\_\_\_\_

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**APPENDIX A  
FEDERAL FUNDING**

## **1. Termination for Breach**

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

## **2. Prevailing Wages**

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
  - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
  - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
  - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

## **3. COPELAND ANTI-KICKBACK ACT**

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. 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. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. Overtime requirements. Neither 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.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) 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 (3)(A) of this section, in the sum of \$27 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 (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY 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 sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) 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 (3)(A) through (D) of this section.

## **6. CLEAN AIR ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

## **7. FEDERAL WATER POLLUTION CONTROL ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

## **8. DEBARMENT AND SUSPENSION**

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

## **9. BYRD ANTI-LOBBYING AMENDMENT**

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



## APPENDIX A-1

### APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 an 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 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.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the 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.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

<b>(i) Agency Name (must match the name associated with its unique entity identifier)</b>		<b>(ii) Unique Entity Identifier</b> <i>(i.e., DUNS)</i>	<b>City of Tacoma</b> <b>Number for This Agreement</b>
<b>(iii) Federal Award Identification Number (FAIN)</b>	<b>(iv) Federal Award Date</b>	<b>(v) Federal Period of Performance Start and End Date</b>	<b>(vi) Federal Budget Period Start and End Date</b>
<b>(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>:</b>  \$	<b>(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency</b>	<b>(ix) Total Amount of the Federal Award <i>Committed</i> to the agency</b>  \$	
<b>(x) Federal Award Project Description:</b>  CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
<b>(xi) Federal Awarding Agency:</b>  DEPARTMENT OF THE TREASURY	<b>Pass-Through Entity:</b>  City of Tacoma	<b>Awarding Official Name and Contact Information:</b>	
<b>(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)</b>			<b>(xiii) Identification of Whether the Award is R&amp;D</b>
<b>(xiv) Indirect Cost Rate for the Federal Award</b>	<b>Award Payment Method (lump sum payment or reimbursement)</b>  REIMBURSEMENT		



## PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

as principal, and \_\_\_\_\_  
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,  
\$ \_\_\_\_\_, for the payment whereof Contractor and Surety bind themselves,  
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

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 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person 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 Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and waives notice of any changes, 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.

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor, in accordance with RCW 39.08.030.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact 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. Department of the Treasury.

Resolution No.  
Bond No.  
Specification No.  
Contract No.

One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

SAMPLE



## PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

as principal, and

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of

\$ \_\_\_\_\_, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

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 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 force and effect.

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

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in connection with this bond shall be in Pierce County, Washington.

Surety companies executing bonds must be authorized to transact 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. Department of the Treasury.

One original bond shall be executed, and signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_



City of Tacoma

City of Tacoma Contract No.: \_\_\_\_\_ Specification No.: \_\_\_\_\_

## General Release to the City of Tacoma

---

The undersigned, named as the Contractor in a certain agreement between contractor name and the City of Tacoma, dated \_\_\_\_\_, 20\_\_\_\_, hereby releases the City of Tacoma, its departmental officers, employees, and agents, from any and all claim or claims known or unknown, in any manner whatsoever, arising out of, or in connection with, or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit: the sum of \$\_\_\_\_\_.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Contractor Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Print Signature Name

## **PART II**

### **REQUIRED FEDERAL AID CONTRACT PROVISIONS**

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

#### **8. Reasonable Accommodation for Applicants /**

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

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

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.



(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

### 3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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



(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

## **3. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PART III**

### **SPECIAL PROVISIONS**

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1 **INTRODUCTION TO THE SPECIAL PROVISIONS**  
2 **(December 10, 2020 APWA GSP)**  
3

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

11  
12 These Special Provisions are made up of both General Special Provisions (GSPs) from various  
13 sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each  
14 Provision either supplements, modifies, or replaces the comparable Standard Specification, or is  
15 a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion  
16 of the Standard Specifications is meant to pertain only to that particular portion of the section,  
17 and in no way should it be interpreted that the balance of the section does not apply.  
18

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

21  
22 **(March 8, 2013 APWA GSP)**  
23 **(April 1, 2013 WSDOT GSP)**  
24 **(December 21, 2023 Tacoma GSP)**  
25

26 Also incorporated into the Contract Documents by reference are:

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

34 Contractor shall obtain copies of these publications, at Contractor's own expense.  
35

36 **DESCRIPTION OF WORK**  
37 **(March 13, 1995 WSDOT GSP)**  
38

39 This Contract provides for the improvement E 38<sup>th</sup> St., grinding the outer lanes at the gutter line  
40 and overlay the street with 2" of HMA. Upgrading curb ramps as needed to meet ADA  
41 requirements and signal improvements  
42  
43  
44  
45

## 1-01 DEFINITIONS AND TERMS

### 1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

#### **Dates**

##### ***Bid Opening Date***

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

##### ***Award Date***

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

##### ***Contract Execution Date***

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

##### ***Notice to Proceed Date***

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

##### ***Substantial Completion Date***

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

##### ***Physical Completion Date***

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

##### ***Completion Date***

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

##### ***Final Acceptance Date***

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

Supplement this Section with the following:

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

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

1 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency  
2 designated location".  
3

4 All references to "final contract voucher certification" shall be interpreted to mean the  
5 Contracting Agency form(s) by which final payment is authorized, and final completion and  
6 acceptance granted.  
7

8 **Additive**

9 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,  
10 which may, at the discretion of the Contracting Agency, be awarded in addition to the base  
11 bid.  
12

13 **Alternate**

14 One of two or more units of work or groups of bid items, identified separately in the Bid  
15 Proposal, from which the Contracting Agency may make a choice between different  
16 methods or material of construction for performing the same work.  
17

18 **Business Day**

19 A business day is any day from Monday through Friday except holidays as listed in Section  
20 1-08.5.  
21

22 **Contract Bond**

23 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond  
24 form(s) are required by the Contract Documents, which may be a combination of a Payment  
25 Bond and a Performance Bond.  
26

27 **Contract Documents**

28 See definition for "Contract".  
29

30 **Contract Time**

31 The period of time established by the terms and conditions of the Contract within which the  
32 Work must be physically completed.  
33

34 **Notice of Award**

35 The written notice from the Contracting Agency to the successful Bidder signifying the  
36 Contracting Agency's acceptance of the Bid Proposal.  
37

38 **Notice to Proceed**

39 The written notice from the Contracting Agency or Engineer to the Contractor authorizing  
40 and directing the Contractor to proceed with the Work and establishing the date on which  
41 the Contract time begins.  
42

43 **Traffic**

44 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
45 equestrian traffic.  
46  
47  
48

## **1-02 BID PROCEDURES AND CONDITIONS**

### **1-02.1 Prequalification of Bidders**

*Delete this section and replace it with the following:*

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

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

#### **1-02.2 Plans and Specifications (June 27, 2011 APWA GSP)**

*Delete this section and replace it with the following:*

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

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

<b>To Prime Contractor</b>	<b>No. of Sets</b>	<b>Basis of Distribution</b>
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

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

#### **1-02.4(1) General (December 30, 2022 APWA GSP Option A)**

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

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

*Delete this section and replace it with the following:*

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

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

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

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

1 *Add the following new section:*

2  
3 **1-02.6(1) Recycled Materials Proposal**  
4 **(January 4, 2016 APWA GSP)**

5  
6 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the  
7 project, using the form provided in the Contract Provisions.

8  
9 **1-02.7 Bid Deposit**  
10 **(December 21, 2023 Tacoma GSP)**

11 *Delete this section and replace it with the following:*

12  
13 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be  
14 certified check, cashier's check, or a proposal bond (Surety bond). Proposal bonds shall be on  
15 the Contracting Agency's form and shall be signed by the Bidder and the Surety. A proposal  
16 bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety  
17 shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on  
18 the current Authorized Insurance List in the State of Washington published by the Office of the  
19 Insurance Commissioner.

20 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid nonresponsive  
21 and shall cause the Bid to be rejected by the Contracting Agency.

22 If submitting your bid electronically, a scanned version of the original bid bond or cashier's  
23 check shall accompany your electronic bid submittal. The original bid bond or cashier's check  
24 shall be sent to the Contracting Agency and received by the Contracting Agency prior to the bid  
25 opening or the bidder may be deemed non-responsive.

26 **Original bid bonds or cashier's check will be delivered to:**

27 City of Tacoma Procurement & Payables Division  
28 Tacoma Public Utilities  
29 P.O. Box 11007  
30 Tacoma, WA 98411-0007

31  
32 **1-02.9 Delivery of Proposal**  
33 **(January 19, 2022 APWA GSP Option B)**

34  
35 *Delete this section and replace it with the following:*

36  
37 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project  
38 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as  
39 otherwise required in the Bid Documents, to ensure proper handling and delivery.

40  
41 To be considered responsive on a FHWA-funded project, the Bidder may be required to submit  
42 the following items, as required by Section 1-02.6:

- 43  
44
  - DBE Utilization Certification (WSDOT 272-056)
  - DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed  
45 on the Bidder's completed DBE Utilization Certification  
46

- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

#### **DBE Utilization Certification**

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

#### **DBE Written Confirmation and/or GFE Documentation**

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

#### **DBE Bid Item Breakdown and DBE Trucking Credit Form**

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

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

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By e-mail to the following e-mail address: [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org)

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

1 If an emergency or unanticipated event interrupts normal work processes of the Contracting  
2 Agency so that Proposals cannot be received at the office designated for receipt of bids as  
3 specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to  
4 be extended to the same time of day specified in the solicitation on the first work day on  
5 which the normal work processes of the Contracting Agency resume.  
6

7 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
8 *(July 23, 2015 APWA GSP)*  
9

10 Delete this section, and replace it with the following:

11  
12 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
13 withdraw, revise, or supplement it if:

- 14  
15 1. The Bidder submits a written request signed by an authorized person and either  
16 emailed to [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org) or delivered in person to

17  
18  
19 City of Tacoma Procurement & Payables Division  
20 Tacoma Public Utilities  
21 3628 S 35th Street  
22 Tacoma, WA 98409, or mailed to  
23  
24

- 25  
26  
27  
28 2. The Contracting Agency receives the request before the time set for receipt of Bid  
29 Proposals, and  
30 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting  
31 Agency before the time set for receipt of Bid Proposals.  
32

33 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received  
34 before the time set for receipt of Bid Proposals, the Contracting Agency will return the  
35 unopened Proposal package to the Bidder. The Bidder must then submit the revised or  
36 supplemented package in its entirety. If the Bidder does not submit a revised or  
37 supplemented package, then its bid shall be considered withdrawn.  
38

39 Late revised or supplemented Bid Proposals or late withdrawal requests will be date  
40 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed  
41 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.  
42

43 **1-02.12 Public Opening of Proposals**  
44 **(December 21, 2023 Tacoma GSP)**

45 *Delete this section and replace it with the following:*

46 Proposals will be opened and publicly read via webcast at the time indicated in the call for Bids  
47 unless the Bid opening has been delayed or canceled.  
48



This public bid opening will be held via webinar. Please use the link below or on the Request for Bids page to join the webinar:

<https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09>

Preliminary and final bid results are posted at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

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

*Delete this section and replace it with the following:*

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
  - j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
  - l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058), 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;

- 1 d. A member of a joint venture or partnership and the joint venture or partnership  
2 submit Proposals for the same project (in such an instance, both Bids may be  
3 rejected); or  
4 e. If Proposal form entries are not made in ink.  
5

6 **1-02.14 Disqualification of Bidders**  
7 **(May 17, 2018 APWA GSP, Option A)**

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

10 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder  
11 responsibility criteria in RCW 39.04.350(1), as amended.  
12

13 The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility  
14 criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves  
15 the right to request documentation as needed from the Bidder and third parties concerning the  
16 Bidder's compliance with the mandatory bidder responsibility criteria.  
17

18 If the Contracting Agency determines the Bidder does not meet the mandatory bidder  
19 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the  
20 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If  
21 the Bidder disagrees with this determination, it may appeal the determination within two (2)  
22 business days of the Contracting Agency's determination by presenting its appeal and any  
23 additional information to the Contracting Agency. The Contracting Agency will consider the  
24 appeal and any additional information before issuing its final determination. If the final  
25 determination affirms that the Bidder is not responsible, the Contracting Agency will not execute  
26 a contract with any other Bidder until at least two business days after the Bidder determined to  
27 be not responsible has received the Contracting Agency's final determination.  
28

29 **1-02.15 Pre Award Information**  
30 **(December 30, 2022 APWA GSP)**

31  
32 *Revise this section to read:*  
33

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

- 36 1. A complete statement of the origin, composition, and manufacture of any or all materials  
37 to be used,  
38 2. Samples of these materials for quality and fitness tests,  
39 3. A progress schedule (in a form the Contracting Agency requires) showing the order of  
40 and time required for the various phases of the work,  
41 4. A breakdown of costs assigned to any bid item,  
42 5. Attendance at a conference with the Engineer or representatives of the Engineer,  
43 6. Obtain, and furnish a copy of, a business license to do business in the city or county  
44 where the work is located.  
45 7. Any other information or action taken that is deemed necessary to ensure that the bidder  
46 is the lowest responsible bidder.  
47  
48  
49

1  
2 **1-03 AWARD AND EXECUTION OF CONTRACT**

3  
4 **1-03.1 Consideration of Bids**  
5 **(December 30, 2022 APWA GSP)**

6  
7 *Revise the first paragraph to read:*

8  
9 After opening and reading proposals, the Contracting Agency will check them for correctness of  
10 extensions of the prices per unit and the total price. If a discrepancy exists between the price  
11 per unit and the extended amount of any bid item, the price per unit will control. If a minimum  
12 bid amount has been established for any item and the bidder's unit or lump sum price is less  
13 than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or  
14 lump sum price, to the minimum specified amount and recalculate the extension. The total of  
15 extensions, corrected where necessary, including sales taxes where applicable and such  
16 additives and/or alternates as selected by the Contracting Agency, will be used by the  
17 Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the  
18 amount of the contract bond.

19  
20 **1-03.1(1) Identical Bid Totals**  
21 **(December 30, 2022 APWA GSP)**

22  
23 *Revise this section to read:*

24  
25 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-  
26 breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage  
27 of recycled materials in the Project, per the form submitted with the Bid Proposal. If those  
28 percentages are also exactly equal, then the tie-breaker will be determined by drawing as  
29 follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the  
30 other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips  
31 will be placed inside a box. One authorized representative of each Bidder shall draw a slip from  
32 the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the  
33 Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip  
34 marked "Winner" will be determined to be the successful Bidder and eligible for Award of the  
35 Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest  
36 responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the  
37 highest proposed recycled materials amount, are eligible to draw.

38  
39 **1-03.3 Execution of Contract**  
40 **(January 19, 2022 APWA GSP)**

41  
42 *Revise this section to read:*

43  
44 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the  
45 successful Bidder shall provide the information necessary to execute the Contract to the  
46 Contracting Agency. The Bidder shall send the contact information, including the full name,  
47 email address, and phone number, for the authorized signer and bonding agent to the  
48 Contracting Agency.  
49

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

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

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

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

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

*Delete the first paragraph and replace it with the following:*

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

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

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

#### **1-03.7 Judicial Review (December 30, 2022 APWA GSP)**

*Revise this section to read:*

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  
2 **1-04 SCOPE OF THE WORK**

3  
4 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,**  
5 **and Addenda**

6  
7 *(December 30, 2022 APWA GSP)*

8  
9 Revise the second paragraph to read:

10  
11 Any inconsistency in the parts of the contract shall be resolved by following this order of  
12 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

20  
21 **1-04.4 Changes**  
22 **(January 19, 2022 APWA GSP)**

23  
24 The first two sentences of the last paragraph of Section 1-04.4 are deleted.  
25  
26  
27  
28  
29

1  
2 **1-05 CONTROL OF WORK**

3  
4 **1-05.4 Conformity With and Deviations from Plans and Stakes**

5  
6 *Supplement this section with the following:*

7  
8 **Bridge and Structure Surveys**

9 *(July 23, 2015 APWA GSP, Option 2)*

10  
11 For all structural work such as bridges and retaining walls, the Contractor shall retain as a  
12 part of Contractor's organization an experienced team of surveyors.

13  
14 The Contractor shall provide all surveys required to complete the structure, except the  
15 following primary survey control which will be provided by the Engineer:

- 16 1. Centerline or offsets to centerline of the structure.  
17 2. Stations of abutments and pier centerlines.  
18 3. A sufficient number of bench marks for levels to enable the Contractor to set grades at  
19 reasonably short distances.  
20 4. Monuments and control points as shown in the Plans.

21  
22 The Contractor shall establish all secondary survey controls, both horizontal and vertical, as  
23 necessary to assure proper placement of all project elements based on the primary control  
24 points provided by the Engineer. Survey work shall be within the following tolerances:

25  
26  
27  
28  
29

Stationing	± 0.01 foot
Alignment	± 0.01 foot (between successive points)
Superstructure Elevations	± 0.01 foot (from plan elevations)
Substructure Elevations	± 0.05 foot (from plan elevations)

30 During the progress of the work, the Contractor shall make available to the Engineer all field  
31 books including survey information, footing elevations, cross sections and quantities.

32  
33 The Contractor shall be fully responsible for the close coordination of field locations and  
34 measurements with appropriate dimensions of structural members being fabricated.

35  
36 *Section 1-05.4 is supplemented with the following:*

37  
38 **(January 13, 2021 WSDOT GSP, Option 2)**

39 **Contractor Surveying - Roadway**

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

41  
42 The Contractor shall be responsible for setting, maintaining, and resetting all alignment  
43 stakes, slope stakes, and grades necessary for the construction of the roadbed,  
44 drainage, surfacing, paving, channelization and pavement marking, illumination and  
45 signals, guardrails and barriers, and signing. Except for the survey control data to be  
46 furnished by the Contracting Agency, calculations, surveying, and measuring required  
47 for setting and maintaining the necessary lines and grades shall be the Contractor's  
48 responsibility.  
49

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

5  
6 Detailed survey records shall be maintained, including a description of the work  
7 performed on each shift, the methods utilized, and the control points used. The record  
8 shall be adequate to allow the survey to be reproduced. A copy of each day's record  
9 shall be provided to the Engineer within three working days after the end of the shift.

10  
11 The meaning of words and terms used in this provision shall be as listed in "Definitions  
12 of Surveying and Associated Terms" current edition, published by the American  
13 Congress on Surveying and Mapping and the American Society of Civil Engineers.

14  
15 The survey work shall include but not be limited to the following:

- 16  
17 1. Verify the primary horizontal and vertical control furnished by the Contracting  
18 Agency, and expand into secondary control by adding stakes and hubs as  
19 well as additional survey control needed for the project. Provide descriptions  
20 of secondary control to the Contracting Agency. The description shall include  
21 coordinates and elevations of all secondary control points.
- 22  
23 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks  
24 on centerline or on offsets to centerline at all curve points (PCs, PTs, and  
25 PIs) and at points on the alignments spaced no further than 50 feet.
- 26  
27 3. Establish clearing limits, placing stakes at all angle points and at intermediate  
28 points not more than 50 feet apart. The clearing and grubbing limits shall be  
29 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless  
30 otherwise shown in the Plans.
- 31  
32 4. Establish grading limits, placing slope stakes at centerline increments not  
33 more than 50 feet apart. Establish offset reference to all slope stakes. If  
34 Global Positioning Satellite (GPS) Machine Controls are used to provide  
35 grade control, then slope stakes may be omitted at the discretion of the  
36 Contractor
- 37  
38 5. Establish the horizontal and vertical location of all drainage features, placing  
39 offset stakes to all drainage structures and to pipes at a horizontal interval not  
40 greater than 25 feet.
- 41  
42 6. Establish roadbed and surfacing elevations by placing stakes at the top of  
43 subgrade and at the top of each course of surfacing. Subgrade and surfacing  
44 stakes shall be set at horizontal intervals not greater than 50 feet in tangent  
45 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-  
46 foot intervals in intersection radii with a radius less than 10 feet.  
47 Transversely, stakes shall be placed at all locations where the roadway slope  
48 changes and at additional points such that the transverse spacing of stakes is  
49 not more than 12 feet. If GPS Machine Controls are used to provide grade  
50 control, then roadbed and surfacing stakes may be omitted at the discretion  
51 of the Contractor.



7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

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

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

1 When staking roadway alignment and stationing, the Contractor shall perform  
2 independent checks from different secondary control to ensure that the points staked are  
3 within the specified survey accuracy tolerances.  
4

5 The Contractor shall calculate coordinates for the alignment. The Contracting Agency  
6 will verify these coordinates prior to issuing approval to the Contractor for commencing  
7 with the work. The Contracting Agency will require up to seven calendar days from the  
8 date the data is received.  
9

10 Contract work to be performed using contractor-provided stakes shall not begin until the  
11 stakes are approved by the Contracting Agency. Such approval shall not relieve the  
12 Contractor of responsibility for the accuracy of the stakes.  
13

14 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are  
15 needed that are not described in the Plans, then those stakes shall be marked, at no  
16 additional cost to the Contracting Agency as ordered by the Engineer.  
17

### 18 **Payment**

19 Payment will be made for the following bid item when included in the proposal:  
20

21 "Roadway Surveying", lump sum.  
22

23 The lump sum contract price for "Roadway Surveying" shall be full pay for all labor,  
24 equipment, materials, and supervision utilized to perform the Work specified, including  
25 any resurveying, checking, correction of errors, replacement of missing or damaged  
26 stakes, and coordination efforts.  
27

## 28 **(March 9, 2023 WSDOT GSP, Option 4)**

### 29 **Contractor Surveying – ADA Features**

30

#### 31 **ADA Feature Staking Requirements**

32 The Contractor shall be responsible for setting, maintaining, and resetting all alignment  
33 stakes, and grades necessary for the construction of the ADA features. Calculations,  
34 surveying, and measuring required for setting and maintaining the necessary lines and  
35 grades shall be the Contractor's responsibility. The Contractor shall build the ADA  
36 features within the specifications in the Standard Plans and contract documents.  
37

#### 38 **ADA Feature Contract Compliance**

39 The Contractor shall be responsible for completing measurements to verify all ADA  
40 features comply with the Contract in the presence of the Engineer.  
41

#### 42 **ADA Feature As-Built Measurements**

43 The Contractor shall be responsible for providing the latitude and longitude of each ADA  
44 feature as indicated on the ADA Inspection Form(s) (WSDOT Form 224-020).  
45

46 The completed ADA Inspection Form(s) (WSDOT Form 224-020) shall be submitted as  
47 a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of  
48 completing the ADA feature. After acceptance, the Contracting Agency will submit the  
49 final form(s) to the WSDOT ADA Steward.  
50

### 51 **Payment**

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

2  
3 "ADA Features Surveying", lump sum.

4  
5 The lump sum Contract price for "ADA Features Surveying" shall be full pay for all the  
6 Work as specified.

7  
8 In the instance where an ADA feature does not meet accessibility requirements, all work  
9 to replace non-compliant work and then to measure, record the as-built measurements,  
10 and transmit the electronic forms to the Engineer shall be completed at no additional  
11 cost to the Contracting Agency.

12  
13 **1-05.7 Removal of Defective and Unauthorized Work**  
14 **(October 1, 2005 APWA GSP)**

15 *Supplement this section with the following:*

16  
17 If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
18 written notice from the Engineer, or fails to perform any part of the work required by the Contract  
19 Documents, the Engineer may correct and remedy such work as may be identified in the written  
20 notice, with Contracting Agency forces or by such other means as the Contracting Agency may  
21 deem necessary.

22  
23 If the Contractor fails to comply with a written order to remedy what the Engineer determines to  
24 be an emergency situation, the Engineer may have the defective and unauthorized work  
25 corrected immediately, have the rejected work removed and replaced, or have work the  
26 Contractor refuses to perform completed by using Contracting Agency or other forces. An  
27 emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy  
28 could be potentially unsafe, or might cause serious risk of loss or damage to the public.

29  
30 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
31 remediating defective or unauthorized work, or work the Contractor failed or refused to perform,  
32 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or  
33 to become due, the Contractor. Such direct and indirect costs shall include in particular, but  
34 without limitation, compensation for additional professional services required, and costs for  
35 repair and replacement of work of others destroyed or damaged by correction, removal, or  
36 replacement of the Contractor's unauthorized work.

37  
38 No adjustment in Contract time or compensation will be allowed because of the delay in the  
39 performance of the work attributable to the exercise of the Contracting Agency's rights provided  
40 by this Section.

41  
42 The rights exercised under the provisions of this section shall not diminish the Contracting  
43 Agency's right to pursue any other avenue for additional remedy or damages with respect to the  
44 Contractor's failure to perform the work as required.

45  
46 **1-05.11 Final Inspection**

47 *Delete this section and replace it with the following:*

48  
49 **1-05.11 Final Inspections and Operational Testing**  
50 **(October 1, 2005 APWA GSP)**

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

2  
3 When the Contractor considers the work to be substantially complete, the Contractor shall so  
4 notify the Engineer and request the Engineer establish the Substantial Completion Date. The  
5 Contractor's request shall list the specific items of work that remain to be completed in order to  
6 reach physical completion. The Engineer will schedule an inspection of the work with the  
7 Contractor to determine the status of completion. The Engineer may also establish the  
8 Substantial Completion Date unilaterally.  
9

10 If, after this inspection, the Engineer concurs with the Contractor that the work is substantially  
11 complete and ready for its intended use, the Engineer, by written notice to the Contractor, will  
12 set the Substantial Completion Date. If, after this inspection the Engineer does not consider the  
13 work substantially complete and ready for its intended use, the Engineer will, by written notice,  
14 so notify the Contractor giving the reasons therefore.  
15

16 Upon receipt of written notice concurring in or denying substantial completion, whichever is  
17 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
18 interruption, the work necessary to reach Substantial and Physical Completion. The Contractor  
19 shall provide the Engineer with a revised schedule indicating when the Contractor expects to  
20 reach substantial and physical completion of the work.  
21

22 The above process shall be repeated until the Engineer establishes the Substantial Completion  
23 Date and the Contractor considers the work physically complete and ready for final inspection.  
24

25 **1-05.11(2) Final Inspection and Physical Completion Date**

26  
27 When the Contractor considers the work physically complete and ready for final inspection, the  
28 Contractor by written notice, shall request the Engineer to schedule a final inspection. The  
29 Engineer will set a date for final inspection. The Engineer and the Contractor will then make a  
30 final inspection and the Engineer will notify the Contractor in writing of all particulars in which the  
31 final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately  
32 take such corrective measures as are necessary to remedy the listed deficiencies. Corrective  
33 work shall be pursued vigorously, diligently, and without interruption until physical completion of  
34 the listed deficiencies. This process will continue until the Engineer is satisfied the listed  
35 deficiencies have been corrected.  
36

37 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written  
38 notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take  
39 whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.  
40 The Contractor will not be allowed an extension of Contract time because of a delay in the  
41 performance of the work attributable to the exercise of the Engineer's right hereunder.  
42

43 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting  
44 Agency, in writing, of the date upon which the work was considered physically complete. That  
45 date shall constitute the Physical Completion Date of the Contract, but shall not imply  
46 acceptance of the work or that all the obligations of the Contractor under the contract have been  
47 fulfilled.  
48  
49  
50

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

2  
3 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete  
4 and operable system. Therefore when the work involves the installation of machinery or other  
5 mechanical equipment; street lighting, electrical distribution or signal systems; irrigation  
6 systems; buildings; or other similar work it may be desirable for the Engineer to have the  
7 Contractor operate and test the work for a period of time after final inspection but prior to the  
8 physical completion date. Whenever items of work are listed in the Contract Provisions for  
9 operational testing they shall be fully tested under operating conditions for the time period  
10 specified to ensure their acceptability prior to the Physical Completion Date. During and  
11 following the test period, the Contractor shall correct any items of workmanship, materials, or  
12 equipment which prove faulty, or that are not in first class operating condition. Equipment,  
13 electrical controls, meters, or other devices and equipment to be tested during this period shall  
14 be tested under the observation of the Engineer, so that the Engineer may determine their  
15 suitability for the purpose for which they were installed. The Physical Completion Date cannot  
16 be established until testing and corrections have been completed to the satisfaction of the  
17 Engineer.

18  
19 The costs for power, gas, labor, material, supplies, and everything else needed to successfully  
20 complete operational testing, shall be included in the unit Contract prices related to the system  
21 being tested, unless specifically set forth otherwise in the proposal.

22  
23 Operational and test periods, when required by the Engineer, shall not affect a manufacturer's  
24 guaranties or warranties furnished under the terms of the Contract.

25  
26 *Add the following new section:*

27  
28 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
29 **(August 14, 2013 APWA GSP)**

30  
31 *Delete the sixth and seventh paragraphs of this section.*

32  
33 **1-05.15 Method of Serving Notices**  
34 **(December 30, 2022 APWA GSP)**

35  
36 *Revise the second paragraph to read:*

37  
38 All correspondence from the Contractor shall be directed to the Project Engineer. All  
39 correspondence from the Contractor constituting any notification, notice of protest, notice of  
40 dispute, or other correspondence constituting notification required to be furnished under the  
41 Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project  
42 Engineer's office. Electronic copies such as e-mails or electronically delivered copies of  
43 correspondence will not constitute such notice and will not comply with the requirements of the  
44 Contract.

45  
46 *Add the following new section:*

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

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

## 1-06 CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

### **Build America/Buy America**

***(December 20, 2023 WSDOT GSP, Option 2(A))***

#### ***General Requirements***

In accordance with Buy America Preferences for Infrastructure Projects requirements contained in 2 CFR 184 and Division G, Title IX - Build America, Buy America Act (BABA), of Public Law 117-58 (Infrastructure Investment and Jobs Act), the following materials must be American-made:

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

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

#### ***Definitions***

1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:
  - a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;
  - b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);
  - c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);
  - d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);

- e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, through the completion of the draw;
- f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;
- g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or
- h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

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

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

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

### ***Steel and Iron Requirements***

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

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

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

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

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

Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron ore.



The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
  - a. Open hearth furnace.
  - b. Basic oxygen.
  - c. Electric furnace.
  - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products:
  - a. Spinning wire into cable or strand.
  - b. Corrugating and rolling into culverts.
  - c. Shop fabrication.

A certification of materials origin will be required for all items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-109.

#### ***Manufactured Products***

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

#### ***Construction Material Requirements***

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act. The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

#### ***Waiver for De Minimis Costs***

Minor amounts of Foreign Construction Materials may be utilized in this project, provided that the total cost of the Foreign Construction Materials does not exceed \$1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{\text{Total Cost of Foreign Construction Materials}}{\text{Total applicable material costs}} < 0.05$$

The total applicable material costs shall be the sum of the costs all Construction Materials, all Steel and Iron, and all Manufactured Products. Total applicable material costs does not include the cost of cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Steel and iron materials shall follow the "Steel and Iron Requirements" of this Specification.

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

3  
4 *Delete this section, including its subsections, and replace it with the following:*

5  
6 The Contractor shall make their best effort to utilize recycled materials in the construction of the  
7 project. Approval of such material use shall be as detailed elsewhere in the Standard  
8 Specifications.

9  
10 Prior to Physical Completion the Contractor shall report the quantity of recycled materials that  
11 were utilized in the construction of the project for each of the items listed in Section 9-03.21.  
12 The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel  
13 furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates  
14 from concrete returned to the supplier). The Contractor's report shall be provided on DOT form  
15 350-075 Recycled Materials Reporting.  
16  
17

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

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

5 *Supplement this section with the following:*

6  
7 In cases of conflict between different safety regulations, the more stringent regulation shall  
8 apply.  
9

10 The Washington State Department of Labor and Industries shall be the sole and paramount  
11 administrative agency responsible for the administration of the provisions of the Washington  
12 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 the project  
15 site, all articles necessary for providing first aid to the injured. The Contractor shall establish,  
16 publish, and make known to all employees, procedures for ensuring immediate removal to a  
17 hospital, or doctor's care, persons, including employees, who may have been injured on the  
18 project site. Employees should not be permitted to work on the project site before the  
19 Contractor has established and made known procedures for removal of injured persons to a  
20 hospital or a doctor's care.  
21

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

31 **1-07.2 State Taxes**

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

33  
34 **1-07.2 State Tax**  
35 **(June 27, 2011 APWA GSP)**  
36

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

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

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

1 **1-07.2(1) State Sales Tax — Rule 171**  
2

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

12 **1-07.2(2) State Sales Tax — Rule 170**  
13

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

24 For work performed in such cases, the Contractor shall collect from the Contracting Agency,  
25 retail sales tax on the full contract price. The Contracting Agency will automatically add this  
26 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include  
27 the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule  
28 170, with the following exception.  
29

30 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a  
31 subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable  
32 supplies not integrated into the project. Such sales taxes shall be included in the unit bid item  
33 prices or in any other contract amount.  
34

35 **1-07.2(3) Services**  
36

37 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract  
38 wholly for professional or other services (as defined in Washington State Department of  
39 Revenue Rules 138 and 244).  
40

41 **1-07.9 Wages**  
42 **General**  
43

44 ***Section 1-07.9(1) is supplemented with the following:***  
45 **(January 9, 2023 WSDOT GSP OPT1)**  
46

47 The Federal wage rates incorporated in this contract have been established by the Secretary of  
48 Labor under United States Department of Labor General Decision No. WA20230001. The State  
49 rates incorporated in this contract are applicable to all construction activities associated with this  
50 contract.  
51

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

This section is revised to read as follows:

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

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

*Section 1-07.11 is supplemented with the following:*

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

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

Women - Statewide

<u>TIMETABLE</u>	<u>GOAL</u>
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:

SMSA Counties:

Spokane, WA WA	2.8
Spokane.	

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

Richland, WA

SMSA Counties:

Richland Kennewick, WA	5.4
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WA Benton; WA Franklin.

Non-SMSA Counties	3.6
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WA Walla Walla.

Yakima, WA:

1	SMSA Counties:	
2	Yakima, WA	9.7
3	WA Yakima.	
4	Non-SMSA Counties	7.2
5	WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.	
6	Seattle, WA:	
7	SMSA Counties:	
8	Seattle Everett, WA	7.2
9	WA King; WA Snohomish.	
10	Tacoma, WA	6.2
11	WA Pierce.	
12	Non-SMSA Counties	6.1
13	WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA	
14	Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA	
15	Whatcom.	
	Portland, OR:	
	SMSA Counties:	
	Portland, OR-WA	4.5
	WA Clark.	
	Non-SMSA Counties	3.8
16	WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.	

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

22  
23 The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part  
24 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific  
25 affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a),  
26 and its efforts to meet the goals. The hours of minority and female employment and  
27 training must be substantially uniform throughout the length of the contract, in each  
28 construction craft and in each trade, and the Contractor shall make a good faith effort to  
29 employ minorities and women evenly on each of its projects. The transfer of minority or  
30 female employees or trainees from Contractor to Contractor or from project to project for  
31 the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the  
32 Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will  
33 be measured against the total work hours performed.  
34

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

9 U.S. Department of Labor  
10 Office of Federal Contract Compliance Programs Pacific Region  
11 Attn: Regional Director  
12 San Francisco Federal Building  
13 90 – 7<sup>th</sup> Street, Suite 18-300  
14 San Francisco, CA 94103(415) 625-7800 Phone  
15 (415) 625-7799 Fax  
16

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

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

- 21 1. As used in these specifications:

- 22 a. Covered Area means the geographical area described in the solicitation from which  
23 this contract resulted;
- 24 b. Director means Director, Office of Federal Contract Compliance Programs, United  
25 States Department of Labor, or any person to whom the Director delegates  
26 authority;
- 27 c. Employer Identification Number means the Federal Social Security number used on  
28 the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;
- 29 d. Minority includes:
- 30 (1) Black, a person having origins in any of the Black Racial Groups of Africa.
- 31 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of  
32 Mexican, Puerto Rican, Cuban, Central American, South American, or  
33 other Spanish origin.
- 34 (3) Asian or Pacific Islander, a person having origins in any of the original  
35 peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and  
36 Samoa.
- 37 (4) American Indian or Alaskan Native, a person having origins in any of the  
38 original peoples of North America, and who maintain cultural identification  
39 through tribal affiliation or community recognition.

- 1 2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work  
2 involving any construction trade, it shall physically include in each subcontract in excess of  
3 \$10,000 the provisions of these specifications and the Notice which contains the applicable  
4 goals for minority and female participation and which is set forth in the solicitations from which  
5 this contract resulted.
- 6 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved  
7 by the U.S. Department of Labor in the covered area either individually or through an  
8 association, its affirmative action obligations on all work in the Plan area (including goals and  
9 timetables) shall be in accordance with that Plan for those trades which have unions  
10 participating in the Plan. Contractors must be able to demonstrate their participation in and  
11 compliance with the provisions of any such Hometown Plan. Each Contractor or  
12 subcontractor participating in an approved Plan is individually required to comply with its  
13 obligations under the EEO clause, and to make a good faith effort to achieve each goal under  
14 the Plan in each trade in which it has employees. The overall good faith performance by  
15 other Contractors or subcontractors toward a goal in an approved Plan does not excuse any  
16 covered Contractor's or subcontractor's failure to take good faith effort to achieve the Plan  
17 goals and timetables.
- 18 4. The Contractor shall implement the specific affirmative action standards provided in  
19 paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation  
20 from which this contract resulted are expressed as percentages of the total hours of  
21 employment and training of minority and female utilization the Contractor should reasonably  
22 be able to achieve in each construction trade in which it has employees in the covered area.  
23 Covered construction contractors performing construction work in geographical areas where  
24 they do not have a Federal or federally assisted construction contract shall apply the minority  
25 and female goals established for the geographical area where the work is being performed.  
26 The Contractor is expected to make substantially uniform progress in meeting its goals in  
27 each craft during the period specified.
- 28 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with  
29 whom the Contractor has a collective bargaining agreement, to refer either minorities or  
30 women shall excuse the Contractor's obligations under these specifications, Executive Order  
31 11246, or the regulations promulgated pursuant thereto.
- 32 6. In order for the nonworking training hours of apprentices and trainees to be counted in  
33 meeting the goals, such apprentices and trainees must be employed by the Contractor during  
34 the training period, and the Contractor must have made a commitment to employ the  
35 apprentices and trainees at the completion of their training, subject to the availability of  
36 employment opportunities. Trainees must be trained pursuant to training programs approved  
37 by the U.S. Department of Labor.
- 38 7. The Contractor shall take specific affirmative actions to ensure equal employment  
39 opportunity. The evaluation of the Contractor's compliance with these specifications shall be  
40 based upon its effort to achieve maximum results from its action. The Contractor shall  
41 document these efforts fully, and shall implement affirmative action steps at least as  
42 extensive as the following:



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

1 Superintendents, General Foremen, etc., prior to the initiation of construction work  
2 at any job site. A written record shall be made and maintained identifying the time  
3 and place of these meetings, persons attending, subject matter discussed, and  
4 disposition of the subject matter.

5 h. Disseminate the Contractor's EEO policy externally by including it in any advertising  
6 in the news media, specifically including minority and female news media, and  
7 providing written notification to and discussing the Contractor's EEO policy with  
8 other Contractors and Subcontractors with whom the Contractor does or anticipates  
9 doing business.

10 i. Direct its recruitment efforts, both oral and written to minority, female and community  
11 organizations, to schools with minority and female students and to minority and  
12 female recruitment and training organizations serving the Contractor's recruitment  
13 area and employment needs. Not later than one month prior to the date for the  
14 acceptance of applications for apprenticeship or other training by any recruitment  
15 source, the Contractor shall send written notification to organizations such as the  
16 above, describing the openings, screening procedures, and tests to be used in the  
17 selection process.

18 j. Encourage present minority and female employees to recruit other minority persons  
19 and women and where reasonable, provide after school, summer and vacation  
20 employment to minority and female youth both on the site and in other areas of a  
21 Contractor's work force.

22 k. Validate all tests and other selection requirements where there is an obligation to  
23 do so under 41 CFR Part 60-3.

24 l. Conduct, at least annually, an inventory and evaluation of all minority and female  
25 personnel for promotional opportunities and encourage these employees to seek or  
26 to prepare for, through appropriate training, etc., such opportunities.

27 m. Ensure that seniority practices, job classifications, work assignments and other  
28 personnel practices, do not have a discriminatory effect by continually monitoring  
29 all personnel and employment related activities to ensure that the EEO policy and  
30 the Contractor's obligations under these specifications are being carried out.

31 n. Ensure that all facilities and company activities are nonsegregated except that  
32 separate or single-user toilet and necessary changing facilities shall be provided to  
33 assure privacy between the sexes.

34 o. Document and maintain a record of all solicitations of offers for subcontracts from  
35 minority and female construction contractors and suppliers, including circulation of  
36 solicitations to minority and female contractor associations and other business  
37 associations.

38 p. Conduct a review, at least annually, of all supervisors' adherence to and  
39 performance under the Contractor's EEO policies and affirmative action obligations.

- 1 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling  
2 one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor  
3 association, joint contractor-union, contractor-community, or other similar group of which the  
4 Contractor is a member and participant, may be asserted as fulfilling any one or more of the  
5 obligations under 7a through 7p of this Special Provision provided that the Contractor actively  
6 participates in the group, makes every effort to assure that the group has a positive impact  
7 on the employment of minorities and women in the industry, ensure that the concrete benefits  
8 of the program are reflected in the Contractor's minority and female workforce participation,  
9 makes a good faith effort to meet its individual goals and timetables, and can provide access  
10 to documentation which demonstrate the effectiveness of actions taken on behalf of the  
11 Contractor. The obligation to comply, however, is the Contractor's and failure of such a group  
12 to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 13 9. A single goal for minorities and a separate single goal for women have been established.  
14 The Contractor, however, is required to provide equal employment opportunity and to take  
15 affirmative action for all minority groups, both male and female, and all women, both minority  
16 and non-minority. Consequently, the Contractor may be in violation of the Executive Order  
17 if a particular group is employed in substantially disparate manner (for example, even though  
18 the Contractor has achieved its goals for women generally, the Contractor may be in violation  
19 of the Executive Order if a specific minority group of women is underutilized).
- 20 10. The Contractor shall not use the goals and timetables or affirmative action standards to  
21 discriminate against any person because of race, color, religion, sex, or national origin.
- 22 11. The Contractor shall not enter into any subcontract with any person or firm debarred from  
23 Government contracts pursuant to Executive Order 11246.
- 24 12. The Contractor shall carry out such sanctions and penalties for violation of these  
25 specifications and of the Equal Opportunity Clause, including suspensions, terminations and  
26 cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive  
27 Order 11246, as amended, and its implementing regulations by the Office of Federal Contract  
28 Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties  
29 shall be in violation of these specifications and Executive Order 11246, as amended.
- 30 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific  
31 affirmative action steps, at least as extensive as those standards prescribed in paragraph 7  
32 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal  
33 employment opportunity. If the Contractor fails to comply with the requirements of the  
34 Executive Order, the implementing regulations, or these specifications, the Director shall  
35 proceed in accordance with 41 CFR 60-4.8.
- 36 14. The Contractor shall designate a responsible official to monitor all employment related  
37 activity to ensure that the company EEO policy is being carried out, to submit reports relating  
38 to the provisions hereof as may be required by the government and to keep records. Records  
39 shall at least include, for each employee, their name, address, telephone numbers,  
40 construction trade, union affiliation if any, employee identification number when assigned,  
41 social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or  
42 laborer), dates of changes in status, hours worked per week in the indicated trade, rate of  
43 pay, and locations at which the work was performed. Records shall be maintained in an

easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

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

#### **1-07.11 Requirements for Nondiscrimination** (October 1, 2020 APWA GSP, Option B)

Supplement this section with the following:

##### ***Disadvantaged Business Enterprise Participation***

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

##### **DBE Abbreviations and Definitions**

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

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

**Certified Firm Directory** – A database of all Minority, Women, and Disadvantaged Business Enterprises currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from DBE firms. The database is located under the Firm Certification

1 section of the Diversity Management and Compliance System web page at:  
2 <https://omwbe.diversitycompliance.com>.

3  
4 **Commercially Useful Function (CUF)** – 49 CFR 26.55(c)(1) defines  
5 commercially useful function as: “A DBE performs a commercially useful function  
6 when it is responsible for execution of the work of the contract and is carrying out  
7 its responsibilities by actually performing, managing, and supervising the work  
8 involved. To perform a commercially useful function, the DBE must also be  
9 responsible, with respect to materials and supplies used on the contract, for  
10 negotiating price, determining quality and quantity, ordering the material, and  
11 installing (where applicable) and paying for the material itself. To determine  
12 whether a DBE is performing a commercially useful function, you must evaluate  
13 the amount of work subcontracted, industry practices, whether the amount the firm  
14 is to be paid under the contract is commensurate with the work it is actually  
15 performing and the DBE credit claimed for its performance of the work, and other  
16 relevant factors.”

17  
18 **Disadvantaged Business Enterprise (DBE)** – A business firm certified by the  
19 Washington State Office of Minority and Women’s Business Enterprises, as  
20 meeting the criteria outlined in 49 CFR 26 regarding DBE certification.

21  
22 **Force Account Work** – Work measured and paid in accordance with Section 1-  
23 09.6.

24  
25 **Good Faith Efforts** – Efforts to achieve the DBE COA Goal or other requirements  
26 of this part which, by their scope, intensity, and appropriateness to the objective,  
27 can reasonably be expected to fulfill the program requirement.

28  
29 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or  
30 establishment that produces on the premises the materials, supplies, articles, or  
31 equipment required under the Contract. A DBE Manufacturer shall produce  
32 finished goods or products from raw or unfinished material or purchase and  
33 substantially alters goods and materials to make them suitable for construction  
34 use before reselling them.

35  
36 **Reasonable Fee (DBE)** – For purposes of Brokers or service providers a  
37 reasonable fee shall not exceed 5% of the total cost of the goods or services  
38 brokered.

39  
40 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,  
41 warehouse, or other establishment in which the materials or supplies required for  
42 the performance of a Contract are bought, kept in stock, and regularly sold to the  
43 public in the usual course of business. To be a Regular Dealer, the DBE firm must  
44 be an established regular business that engages in as its principal business and in  
45 its own name the purchase and sale of the products in question. A Regular Dealer  
46 in such items as steel, cement, gravel, stone, and petroleum products need not  
47 own, operate or maintain a place of business if it both owns and operates  
48 distribution equipment for the products. Any supplementing of regular dealers’  
49 own distribution equipment shall be by long-term formal lease agreements and not  
50 on an ad-hoc basis. Brokers, packagers, manufacturers’ representatives, or other

persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

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

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

#### **DBE COA Goal**

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

#### **Crediting DBE Participation**

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

DBE participation is only credited upon payment to the DBE.

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

#### **DBE Prime Contractor**

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

#### **DBE Subcontractor**

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

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

DBE credit will not be given in instances where the equipment lease includes the operator. The DBE is expected to operate the equipment used in the performance of its work under the contract with its own forces. Situations where equipment is

1 leased and used by the DBE, but payment is deducted from the Contractor's  
2 payment to the DBE is not allowed.

3  
4 When the subcontractor is part of a DBE Commitment, the following apply:

- 5  
6 1. If a DBE subcontracts a portion of the Work of its contract to another firm,  
7 the value of the subcontracted Work may be counted toward the DBE COA  
8 Goal only if the Lower-Tier Subcontractor is also a DBE.  
9  
10 2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be  
11 counted toward the DBE COA Goal.  
12  
13 3. Work subcontracted to a non-DBE does not count towards the DBE COA  
14 Goal.  
15

#### 16 **DBE Subcontract and Lower Tier Subcontract Documents**

17 There must be a subcontract agreement that complies with 49 CFR Part 26 and  
18 fully describes the distinct elements of Work committed to be performed by the  
19 DBE.  
20

#### 21 **DBE Service Provider**

22 The value of fees or commissions charged by a DBE firm behaving in a manner of  
23 a Broker, or another service provider for providing a bona fide service, such as  
24 professional, technical, consultant, managerial services, or for providing bonds or  
25 insurance specifically required for the performance of the contract will only be  
26 credited as DBE participation, if the fee/commission is determined by the  
27 Contracting Agency to be reasonable and the firm has performed a CUF.  
28

#### 29 **Force Account Work**

30 When the Bidder elects to utilize force account Work to meet the DBE COA Goal,  
31 as demonstrated by listing this force account Work on the DBE Utilization  
32 Certification Form, for the purposes of meeting the DBE COA Goal, only 50% of  
33 the Proposal amount shall be credited toward the Bidder's Commitment to meet  
34 the DBE COA Goal.  
35

36 One hundred percent of the actual amounts paid to the DBE for the force account  
37 Work shall be credited towards the DBE COA Goal or DBE participation.  
38

#### 39 **Temporary Traffic Control**

40 If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic  
41 Control Supervisor (TCS) and flagger, which are under the direct control of the  
42 DBE. The DBE firm shall also provide all flagging equipment for its employees  
43 (e.g. paddles, hard hats, and vests).  
44

45 If the DBE firm provides "Traffic Control Services", the DBE firm must provide a  
46 TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in  
47 total control of all items in implementing the traffic control for the project.  
48  
49

## **Trucking**

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

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

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

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

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

## **DBE Manufacturer and DBE Regular Dealer**

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

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

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

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



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

#### **Disadvantaged Business Enterprise Utilization**

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

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

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

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

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

#### **Disadvantaged Business Enterprise Written Confirmation Document(s)**

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

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

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

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

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

the document comes into question. The associated DBE participation may not receive credit.

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

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

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

1. By meeting the DBE COA Goal  
Submission of the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) showing the Bidder has obtained enough DBE participation to meet or exceed the DBE COA Goal, the DBE Bid Item Breakdown and the DBE Trucking Credit Form, if applicable.
2. By documentation that the Bidder made adequate GFE to meet the DBE COA Goal  
The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s), the DBE Bid Item Breakdown form and the DBE Trucking Credit Form, if applicable.

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

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

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

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

GFE is evaluated when:

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

49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself, demonstrate adequate good faith efforts. The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve DBE participation. It is not

1 intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive.  
2 Other factors or types of efforts may be relevant in appropriate cases.  
3

- 4 1. Soliciting through all reasonable and available means (e.g. attendance at pre-  
5 bid meetings, advertising and/or written notices) the interest of all certified  
6 DBEs who have the capability to perform the Work of the Contract. The  
7 Bidder must solicit this interest within sufficient time to allow the DBEs to  
8 respond to the solicitation. The Bidder must determine with certainty if the  
9 DBEs are interested by taking appropriate steps to follow up initial  
10 solicitations.  
11
- 12 2. Selecting portions of the Work to be performed by DBEs in order to increase  
13 the likelihood that the DBE COA Goal will be achieved. This includes, where  
14 appropriate, breaking out contract Work items into economically feasible units  
15 to facilitate DBE participation, even when the Bidder might otherwise prefer to  
16 perform these Work items with its own forces.  
17
- 18 3. Providing interested DBEs with adequate information about the Plans,  
19 Specifications, and requirements of the Contract in a timely manner to assist  
20 them in responding to a solicitation.  
21
  - 22 a. Negotiating in good faith with interested DBEs. It is the Bidder's  
23 responsibility to make a portion of the Work available to DBE  
24 subcontractors and suppliers and to select those portions of the Work or  
25 material needs consistent with the available DBE subcontractors and  
26 suppliers, so as to facilitate DBE participation. Evidence of such  
27 negotiation includes the names, addresses, and telephone numbers of  
28 DBEs that were considered; a description of the information provided  
29 regarding the Plans and Specifications for the Work selected for  
30 subcontracting; and evidence as to why additional agreements could not  
31 be reached for DBEs to perform the Work.  
32
  - 33 b. A Bidder using good business judgment would consider a number of  
34 factors in negotiating with subcontractors, including DBE subcontractors,  
35 and would take a firm's price and capabilities as well as the DBE COA  
36 Goal into consideration. However, the fact that there may be some  
37 additional costs involved in finding and using DBEs is not in itself  
38 sufficient reason for a Bidder's failure to meet the DBE COA Goal, as  
39 long as such costs are reasonable. Also, the ability or desire of a Bidder  
40 to perform the Work of a Contract with its own organization does not  
41 relieve the Bidder of the responsibility to make Good Faith Efforts.  
42 Bidders are not, however, required to accept higher quotes from DBEs if  
43 the price difference is excessive or unreasonable.  
44
- 45 4. Not rejecting DBEs as being unqualified without sound reasons based on a  
46 thorough investigation of their capabilities. The Bidder's standing within its  
47 industry, membership in specific groups, organizations, or associations and  
48 political or social affiliations (for example union vs. non-union employee  
49 status) are not legitimate causes for the rejection or non-solicitation of bids in  
50 the Bidder's efforts to meet the DBE COA Goal.  
51

5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.
6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

#### **Administrative Reconsideration of GFE Documentation**

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

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

#### **DBE Bid Item Breakdown**

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

#### **DBE Trucking Credit Form**

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

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

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

#### 6 **Procedures between Award and Execution**

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

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

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

#### 19 **Procedures after Execution**

##### 20 **Commercially Useful Function (CUF)**

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

39 The DBE does not perform a CUF if its role is limited to that of an extra participant  
40 in a transaction, contract, or project through which the funds are passed in order  
41 to obtain the appearance of DBE participation.  
42

43 In order for a DBE traffic control company to be considered to be performing a  
44 CUF, the DBE must be in control of its work inclusive of supervision. The DBE  
45 shall employ a Traffic Control Supervisor who is directly involved in the  
46 management and supervision of the traffic control employees and services.  
47

48 The following are some of the factors that the Engineer will use in determining  
49 whether a DBE trucking company is performing a CUF:  
50

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

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

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

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

#### **Joint Checking**

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

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

1 The approval to use joint checks and the use will be closely monitored by the  
2 Engineer. To receive DBE credit for performing a CUF with respect to obtaining  
3 materials and supplies, a DBE must “be responsible for negotiating price,  
4 determining quality and quantity, ordering the material, installing and paying for  
5 the material itself.” The Contractor shall submit DBE Joint Check Request Form to  
6 the Engineer and be in receipt of written approval prior to using a joint check.  
7

8 Material costs paid by the Contractor directly to the material supplier are not  
9 allowed. If proper procedures are not followed or the Engineer determines that  
10 the arrangement results in lack of independence for the DBE involved, no DBE  
11 credit will be given for the DBE’s participation as it relates to the material cost.  
12

### 13 **Prompt Payment**

14 Prompt payment to all subcontractors shall be in accordance with Section 1-08.1.  
15 Prompt payment requirements apply to progress payments as well as return of  
16 retainage.  
17

### 18 **Subcontracts**

19 Prior to a DBE performing Work on the Contract, an executed subcontract  
20 between the DBE and the Contractor shall be submitted to the Engineer. The  
21 executed subcontracts shall be submitted by email to the following email address  
22

23 [ORegionOEO@wsdot.wa.gov](mailto:ORegionOEO@wsdot.wa.gov)  
24

25 The prime contractor shall notify the Engineer in writing within five calendar days  
26 of subcontract submittal.  
27

### 28 **Reporting**

29 The Contractor and all subcontractors/suppliers/service providers that utilize  
30 DBEs to perform work on the project, shall maintain appropriate records that will  
31 enable the Engineer to verify DBE participation throughout the life of the project.  
32

33 Refer to Section 1-08.1 for additional reporting requirements associated with this  
34 contract.  
35

### 36 **Changes in COA Work Committed to DBE**

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

### 43 **Owner Initiated Changes**

44 In instances where the Engineer makes changes that result in changes to Work  
45 that was committed to a COA DBE the Contractor may be directed to substitute  
46 for the Work.  
47

### 48 **Contractor Initiated Changes**

49 The Contractor cannot change the scope or reduce the amount of work committed  
50 to a COA DBE without good cause. Reducing DBE Commitment is viewed as

1 partial DBE termination, and therefore subject to the termination procedures  
2 below.

### 3 4 **Original Quantity Underruns**

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

### 8 9 **Contractor Proposed DBE Substitutions**

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

### 16 17 **DBE Termination**

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

24  
25 Prior to requesting approval to terminate a COA DBE, the Contractor shall give  
26 notice in writing to the DBE with a copy to the Engineer of its intent to request to  
27 terminate DBE Work and the reasons for doing so. The DBE shall have five (5)  
28 days to respond to the Contractor's notice. The DBE's response shall either  
29 support the termination or advise the Engineer and the Contractor of the reasons  
30 it objects to the termination of its subcontract.

31  
32 If the request for termination is approved, the Contractor is required to substitute  
33 with another DBE to perform at least the same amount of work as the DBE that  
34 was terminated (or provide documentation of GFE). A plan to replace the COA  
35 DBE Commitment amount shall be submitted to the Engineer within 2 days of the  
36 approval of termination. The plan to replace the Commitment shall provide the  
37 same detail as that required in the DBE Utilization Certification.

38  
39 The Contractor must have good cause to terminate a COA DBE.

40  
41 Good cause typically includes situations where the DBE Subcontractor is unable  
42 or unwilling to perform the work of its subcontract. Good cause may exist if:

- 43
- 44 • The DBE fails or refuses to execute a written contract.
  - 45
  - 46 • The DBE fails or refuses to perform the Work of its subcontract in a way  
47 consistent with normal industry standards.
  - 48
  - 49 • The DBE fails or refuses to meet the Contractor's reasonable  
50 nondiscriminatory bond requirements.
  - 51



- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.
- The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

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

#### **Decertification**

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

#### **Consequences of Non-Compliance**

##### **Breach of Contract**

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

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

the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

#### **Notice**

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

#### **Sanctions**

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

#### **Payment**

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

### **1-07.12 Federal Agency Inspection**

*Section 1-07.12 is supplemented with the following:*

#### **(October 3, 2023 WSDOT GSP Option 1)**

##### **Required Federal Aid Provisions**

The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised July 5, 2022 October 23, 2023 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each subcontract requiring the subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each subcontract for

subcontractors and lower tier subcontractors. For this purpose, upon request to the Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

**(October 3, 2022 WSDOT GSP Option 2)**

*Section 1-07.12 is supplemented with the following:*

**Indian Preference and Tribal Ordinances**

This project is located on the Puyallup Nation. It is the Contractor's responsibility to contact the person and/or office listed in this special provision to determine whether any tribal laws or taxes apply. If the tribal laws and taxes do apply, the Contractor shall comply with them in accordance with Section 1-07.1. For informational purposes only, the Work on this project that falls within Tribal Lands is shown on the Summary of Quantities in Group(s) "R" (Roadway).

Tribal Employment Rights Ordinances (TEROs) may utilize a variety of tools to encourage Indian employment. These tools may include, but are not limited to, TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance plan and/or employee registration requirements. Every tribe is different and each may be willing to work cooperatively with the Contractor to develop a strategy that works for both parties. For specific details, the Contractor should contact:

Tribal Employment Right Office  
Phone: (253) 573-7846  
1423 E 29<sup>th</sup> St.  
Tacoma, WA 98404

The state recognizes the sovereign authority of the tribe and supports the tribe's effort to enforce its rightful and legal ordinances and expects the Contractor to comply and cooperate with the tribe. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

Although Indian preference cannot be compelled or mandated by the Contracting Agency, there is no limitation whereby voluntary Contractor or subcontractor-initiated preferences are given, if otherwise lawful. 41 CFR 60-1.5(a)7 provides as follows:

Work on or near Indian reservations --- It shall not be a violation of the equal opportunity clause for a construction or non-construction Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The use of the word near would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day. Contractors or subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a Contractor from complying with the other requirements as contained in the August 25, 1981 Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors Affirmative Actions Requirements.

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

2  
3 *Section 1-07.17 is supplemented with the following:*

4  
5 **1-07.17 WSDOT GSP Option 1**  
6 **(April 2, 2007)**

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

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

- 11
- 12 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 13 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 14 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 15 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;  
16 [Brian.Munson@Rainierconnect.net](mailto:Brian.Munson@Rainierconnect.net)
- 17 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790 OR  
18 Amber Uhls, Gas, phone: (253) 476-6137
- 19 • Lumen, Contact: Al (Aliyah) Skaro; [relocations@lumen.com](mailto:relocations@lumen.com)
- 20 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- 21 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425)  
22 896-9850; [louie.vanhollebeke@sienaengineeringgroup.com](mailto:louie.vanhollebeke@sienaengineeringgroup.com) OR Steve  
23 Duppenthaler, phone: (425) 46 286-3822; [sd1891@att.com](mailto:sd1891@att.com) OR Roberta Anderson,  
24 phone: (425) 896-9839; [roberta.anderson@sienaengineeringgroup.com](mailto:roberta.anderson@sienaengineeringgroup.com)
- 25 • Level 3 Communications, [Level3NetworkRelocations@Level3.com](mailto:Level3NetworkRelocations@Level3.com)
- 26 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 27 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 28 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 29 • T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; [steven.schauer@t-](mailto:steven.schauer@t-mobile.com)  
30 [mobile.com](mailto:steven.schauer@t-mobile.com)

31 **1-07.18 Public Liability and Property Damage Insurance**

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

33  
34 **1-07.18 Insurance**

35 **(December 30, 2022 APWA GSP)**

36  
37 **1-07.18(1) General Requirements**

- 38 A. The Contractor shall procure and maintain the insurance described in all subsections of  
39 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of  
40 not less than A-: VII and licensed to do business in the State of Washington. The  
41 Contracting Agency reserves the right to approve or reject the insurance provided, based on  
42 the insurer's financial condition.
- 43
- 44 B. The Contractor shall keep this insurance in force without interruption from the  
45 commencement of the Contractor's Work through the term of the Contract and for thirty (30)  
46 days after the Physical Completion date, unless otherwise indicated below.
- 47
- 48 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all  
49 subsequent renewals, shall be no later than the effective date of this Contract. The policy  
50 shall state that coverage is claims made and state the retroactive date. Claims-made form

1 coverage shall be maintained by the Contractor for a minimum of 36 months following the  
2 Completion Date or earlier termination of this Contract, and the Contractor shall annually  
3 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of  
4 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase  
5 an extended reporting period ("tail") or execute another form of guarantee acceptable to the  
6 Contracting Agency to assure financial responsibility for liability for services performed.  
7

- 8 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or  
9 Umbrella Liability insurance policies shall be primary and non-contributory insurance  
10 as respects the Contracting Agency's insurance, self-insurance, or self-insured pool  
11 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained  
12 by the Contracting Agency shall be excess of the Contractor's insurance and shall  
13 not contribute with it.  
14
- 15 E. The Contractor shall provide the Contracting Agency and all additional insureds with written  
16 notice of any policy cancellation, within two business days of their receipt of such notice.  
17
- 18 F. The Contractor shall not begin work under the Contract until the required insurance has  
19 been obtained and approved by the Contracting Agency  
20
- 21 G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a  
22 material breach of contract, upon which the Contracting Agency may, after giving five  
23 business days' notice to the Contractor to correct the breach, immediately terminate the  
24 Contract or, at its discretion, procure or renew such insurance and pay any and all premiums  
25 in connection therewith, with any sums so expended to be repaid to the Contracting Agency  
26 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the  
27 Contractor from the Contracting Agency.  
28
- 29 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of  
30 the Contract and no additional payment will be made.  
31

32 **1-07.18(1).GR1 Insurance Provider Requirements**  
33 *Section 1-07.18(1) is supplemented with the following*  
34

35 (March 9, 2023)

36 Under no circumstances shall a wrap up policy be obtained, for either initiating or maintaining  
37 coverage, to satisfy insurance requirements for any policy required under this section. A wrap  
38 up policy is defined as an insurance agreement or arrangement under which all the parties  
39 working on a specified or designated project are insured under one policy for liability arising out  
40 of that specified or designated project.  
41

42 **1-07.18(2) Additional Insured**

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

- 46 ■ the Contracting Agency and its officers, elected officials, employees, agents, and  
47 volunteers  
48  
49

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

6  
7 For Commercial General Liability insurance coverage, the required additional insured  
8 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations  
9 and CG 20 37 10 01 for completed operations.

#### 10 11 **1-07.18(3) Subcontractors**

12 The Contractor shall cause each subcontractor of every tier to provide insurance coverage that  
13 complies with all applicable requirements of the Contractor-provided insurance as set forth  
14 herein, except the Contractor shall have sole responsibility for determining the limits of coverage  
15 required to be obtained by subcontractors.

16  
17 The Contractor shall ensure that all subcontractors of every tier add all entities listed in  
18 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that  
19 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10  
20 01 for ongoing operations and CG 20 37 10 01 for completed operations.

21  
22 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
23 Agency evidence of insurance and copies of the additional insured endorsements of each  
24 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

#### 25 26 **1-07.18(4) Verification of Coverage**

27 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and  
28 endorsements for each policy of insurance meeting the requirements set forth herein when the  
29 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand  
30 such verification of coverage with these insurance requirements or failure of Contracting Agency  
31 to identify a deficiency from the insurance documentation provided shall not be construed as a  
32 waiver of Contractor's obligation to maintain such insurance.

33  
34 Verification of coverage shall include:

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

43  
44 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
45 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required  
46 on this Project, a full and certified copy of that policy is required when the Contractor delivers  
47 the signed Contract for the work.  
48

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

2 The insurance shall provide the minimum coverages and limits set forth below. Contractor's  
3 maintenance of insurance, its scope of coverage, and limits as required herein shall not be  
4 construed to limit the liability of the Contractor to the coverage provided by such insurance, or  
5 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.  
6

7 All deductibles and self-insured retentions must be disclosed and are subject to approval by the  
8 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured  
9 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a  
10 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-  
11 insured retention shall be the responsibility of the Contractor.  
12

13 **1-07.18(5)A Commercial General Liability**

14 Commercial General Liability insurance shall be written on coverage forms at least as broad as  
15 ISO occurrence form CG 00 01, including but not limited to liability arising from premises,  
16 operations, stop gap liability, independent contractors, products-completed operations, personal  
17 and advertising injury, and liability assumed under an insured contract. There shall be no  
18 exclusion for liability arising from explosion, collapse or underground property damage.  
19

20 The Commercial General Liability insurance shall be endorsed to provide a per project general  
21 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.  
22

23 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's  
24 completed operations for at least three years following Substantial Completion of the Work.  
25

26 Such policy must provide the following minimum limits:

27	\$1,000,000	Each Occurrence
28	\$2,000,000	General Aggregate
29	\$2,000,000	Products & Completed Operations Aggregate
30	\$1,000,000	Personal & Advertising Injury each offence
31	\$1,000,000	Stop Gap / Employers' Liability each accident

32

33 **1-07.18(5)B Automobile Liability**

34 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be  
35 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the  
36 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48  
37 endorsements.  
38

39 Such policy must provide the following minimum limit:

40	\$1,000,000	Combined single limit each accident
----	-------------	-------------------------------------

41

42 **1-07.18(5)C Workers' Compensation**

43 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial  
44 Insurance laws of the State of Washington.  
45

46 **1-07.18(5)D Excess or Umbrella Liability**  
47 **(January 4, 2016 APWA GSP)**

48 The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than  
49 \$3,000,000 each occurrence and annual aggregate. This excess or umbrella liability coverage

shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

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

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

*(January 4, 2016 APWA GSP)*

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

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

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

Such Pollution Liability policy shall provide the following minimum limits:  
\$1,000,000 each loss and \$2,000,000 annual aggregate

### **1-07.23 Public Convenience and Safety**

#### **1-07.23(1) Construction Under Traffic (May 2, 2017 APWA GSP)**

*Revise the third sentence of the second paragraph to read:*

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

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

#### **1-07.23(1) Construction under Traffic (March 1, 2004 Tacoma GSP)**

*This section is supplemented with the following:*

The following special traffic requirements shall be adhered to during all phases of construction:

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



## **East 38<sup>th</sup> Street**

- Full closure of East 38<sup>th</sup> Street for any work or combination of work is not permitted at any time.
- Must maintain a lane of travel in each direction on East 38<sup>th</sup> Street west of McKinley Avenue.
- Each lane of travel during construction must be a minimum of 10' wide.
- Work requiring a single traffic lane reduction for eastbound East 38<sup>th</sup> Street west of McKinley Avenue may not occur between 2 pm and 7 pm.
- Work requiring a single traffic lane reduction for westbound East 38<sup>th</sup> Street west of McKinley Avenue may not occur between 6 am and 7 pm.
- Work impacting traffic on East 38<sup>th</sup> Street west of McKinley Avenue may only occur between 8 pm and 5 am.
- Queues from work occurring on East 38<sup>th</sup> Street shall not back up and block adjacent intersections.
- Alternating one-way traffic will be allowed on East 38<sup>th</sup> Street east of McKinley Avenue. Traffic will not be allowed to back up in the intersections of McKinley Avenue or East Portland Avenue.
- The contractor shall reopen the street at the conclusion of each workday.
- Work occurring at night, a Uniformed Police Officer will be required to provide security for the work crew.

**Intersections** (in addition to the restrictions/allowances described above, the following must also be adhered to/integrated into the work and traffic control plans):

- Lanes on East McKinley Avenue may only be reduced when flagging the intersection. The flagging operation shall not back up traffic into adjacent intersections. The flagging operation at the East 38<sup>th</sup> Street and McKinley Avenue intersection may only occur between 8 pm and 5 am.
- Lanes on East Portland Avenue may only be reduced when flagging the intersection. The flagging operation shall not back up traffic into adjacent intersections. The flagging operation at the East 38<sup>th</sup> Avenue and East Portland Avenue intersection may only occur between 9 pm and 5 am.
- East 38<sup>th</sup> Street intersections with East Spokane Street, East "I" Street, East "J" Street, East "K" Street, East Howe Street, and East "L" Street: Lane reductions with flagging will be allowed on the local roadways, provided that a 10-foot clear width lane is provided and appropriate for the conditions channelized delineation through the work zone when work is occurring. Flagging queues shall not back up to and block the adjacent intersections. Contractor shall reopen the street at the conclusion of each workday.
- All signalized intersections must be controlled by a Uniformed Police Officer, when a flagging operation is occurring.

Contractor shall not be allowed to impact more than one arterial/arterial intersection at any given time and shall only occupy a work zone commensurate with the activities planned for the workday.

All arterial-involved closures or traffic revisions shall be accompanied by advance notification (minimum 7 days) to City departments, other agencies (including Pierce

Transit), and affected businesses; advance notice (by a minimum of 5 days) to the traveling public via PCMS; and a signed detour utilizing pre-approved arterial roadways.

Contractor must provide proper advance notice to the appropriate City of Tacoma Public Works Department as identified in the City of Tacoma Traffic Control Handbook prior to any traffic revisions.

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

A safe pedestrian access shall be provided at all times through the project area. All lane closures shall be coordinated with the adjacent businesses, other contractors working within the project vicinity, local transit agencies and the City. The Contractor shall stage work to maintain access to and egress from all properties at all times.

Emergency traffic, such as police, fire, and disaster units, shall be provided access at all times. In addition, the Contractor shall coordinate Contractor activities with all disposal firms and transit bus service that may be operating in the project area.

East 38<sup>th</sup> Street is used by Pierce Transit. To minimize the disruption to access to adjacent properties, and to Pierce Transit operations, the lane closure area shall be limited to that area of active work and necessary for appropriate lane closure tapers.

Even if adjacent roadway vehicle traffic is restricted to alternating one-way traffic, there shall be at least one parallel pedestrian route (equivalent accessibility—either present or temporarily provided—to the pre-existing conditions) that is available to traverse along the restricted roadway and to cross the roadway under construction at a minimum of one unmarked/marked intersection crosswalk when work is at/near any given intersection. If any pedestrian route cannot be maintained, then a signed pedestrian detour route must be established and approved by the City.

Any demolition, or closure of pedestrian accessibility, at a given corner of an intersection must be limited to that given corner, with the remaining three corners at the intersection (at a minimum) being used to facilitate a pedestrian detour, until full accessibility or an accessible connection with at least one other corner can be re-established. Any temporary pedestrian access path/route that may be employed to satisfy this requirement shall provide equivalent to, or better, accessibility than the unavailable path/route in accordance with the Americans with Disabilities Act and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).

All trench sections within paved roadways shall be restored with Temporary Pavement Patch. The Temporary Pavement Patch shall be conducted concurrently with construction work occurring. All steel plates used to cover open trenches within the roadway where traffic will be crossing or driving over the steel plates shall be properly secured/pinned and have advance signing notification of the roadway conditions. All steel plates shall be non-skid and will not be allowed to remain in place during non-working days.

Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the construction work, parking may be restricted either entirely or during the time when it creates a hazard. Signs for restricting parking shall be approved by the City and placed by the Contractor at least 72 hours in advance of the start of the parking restriction. The Contractor shall be responsible for and shall maintain all such signs. The replacement of signs restricting parking shall be as approved by the Engineer.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions may be considered by the Engineer on a case-by-case basis following a written request by the Contractor.

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

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
3. After Noon on the day prior to a holiday or holiday weekend, and
4. Before 8 am on the day after the holiday or holiday weekend.

It shall be the Contractor's responsibility to obtain the dates and times of all events.

### **Traffic Delays**

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than three (3) minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than three (3) minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the three (3) minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the three (3) minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

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

### **General Restrictions**

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

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

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

1  
2 **Controlled Access**

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

5  
6 Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic  
7 except as follows:

8  
9 Egress and ingress shall only occur during the hours of allowable lane closures, and:

- 10  
11 1. For exiting an open lane of traffic, by decelerating in a lane that is closed during  
12 the allowable hours for lane closures.  
13  
14 2. For entering an open lane of traffic, by accelerating in a closed lane during the  
15 allowable hours for lane closures.  
16

17 Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing  
18 construction signs will restrict traveled lanes, then the work will be permitted during the hours of  
19 allowable lane closures.  
20

21 **Advance Notification**

22 The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure,  
23 shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon)  
24 Wednesday the week prior to the stated impacts.  
25

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

28 The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a  
29 minimum of 48 hours prior to the traffic impacts.  
30

31 **1-07.23(2) Construction and Maintenance of Detours**  
32 **(April 1, 2018 Tacoma GSP)**  
33

34 *This section is supplemented with the following:*  
35

36 Detour signing during any allowed road closures shall be in accordance with Detour Plans,  
37 Where the Contractor believes an alternate plan will safely and adequately maintain vehicular  
38 and pedestrian traffic, the Contractor may submit alternate plans to those for traffic control and  
39 detours in accordance with Section 1-10.2(2) and 1-10.2(3). Such alternate plans shall be  
40 submitted in writing to the Engineer at least fifteen (15) days in advance of their intended use. In  
41 general, detouring of arterial traffic must be accomplished on streets designated as City  
42 Arterials. Detouring of arterial traffic on non-arterial streets will not be allowed. The acceptance  
43 of any alternate plan shall be entirely at the discretion of the Engineer and the Contractor shall  
44 have no claim by reason of a plan being rejected or modified, nor shall there be any additional  
45 payment by reason of using a substitute plan.  
46

47 The Contractor shall notify the Engineer three (3) working days in advance of implementation of  
48 any street closures/detours allowed under the Contract. Advance notice signing shall be placed  
49 a minimum of three (3) working days prior to implementation of any street closure/detour.  
50

1 The Contractor shall notify Pierce Transit a minimum of 10 working days prior to any street  
2 closure. The Contractor shall notify all other entities listed below a minimum of five (5) working  
3 days prior to any street closure:

4		
5	Tacoma Fire Dept.	(253-591-5775)
6	Tacoma Police Dept.	(253-591-5932)
7	LESA Communications Center	(253-798-4721 - Opt.#2)
8	Tacoma Public Schools Transportation Office	(253-571-1853)
9	Pierce Transit	(253-581-8001)
10	Tacoma Environmental Services Solid Waste	(253-591-5544)
11	Tacoma Public Works Engineering Division	(253-591-5500)
12	Tacoma Public Works Streets and Grounds	(253-591-5495)

13  
14 **1-07.24 Rights of Way**  
15 **(July 23, 2015 APWA GSP)**

16  
17 *Delete this section and replace it with the following:*

18  
19 Street Right of Way lines, limits of easements, and limits of construction permits are indicated in  
20 the Plans. The Contractor's construction activities shall be confined within these limits, unless  
21 arrangements for use of private property are made.

22  
23 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and  
24 easements, both permanent and temporary, necessary for carrying out the work. Exceptions to  
25 this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly  
26 issued Addendum.

27  
28 Whenever any of the work is accomplished on or through property other than public Right of  
29 Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement  
30 agreement obtained by the Contracting Agency from the owner of the private property. Copies  
31 of the easement agreements may be included in the Contract Provisions or made available to  
32 the Contractor as soon as practical after they have been obtained by the Engineer.

33  
34 Whenever easements or rights of entry have not been acquired prior to advertising, these areas  
35 are so noted in the Plans. The Contractor shall not proceed with any portion of the work in  
36 areas where right of way, easements or rights of entry have not been acquired until the  
37 Engineer certifies to the Contractor that the right of way or easement is available or that the right  
38 of entry has been received. If the Contractor is delayed due to acts of omission on the part of  
39 the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor  
40 will be entitled to an extension of time. The Contractor agrees that such delay shall not be a  
41 breach of contract.

42  
43 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This  
44 includes entry onto easements and private property where private improvements must be  
45 adjusted.

46  
47 The Contractor shall be responsible for providing, without expense or liability to the Contracting  
48 Agency, any additional land and access thereto that the Contractor may desire for temporary  
49 construction facilities, storage of materials, or other Contractor needs. However, before using  
50 any private property, whether adjoining the work or not, the Contractor shall file with the  
51 Engineer a written permission of the private property owner, and, upon vacating the premises, a

1 written release from the property owner of each property disturbed or otherwise interfered with  
2 by reasons of construction pursued under this contract. The statement shall be signed by the  
3 private property owner, or proper authority acting for the owner of the private property affected,  
4 stating that permission has been granted to use the property and all necessary permits have  
5 been obtained or, in the case of a release, that the restoration of the property has been  
6 satisfactorily accomplished. The statement shall include the parcel number, address, and date  
7 of signature. Written releases must be filed with the Engineer before the Completion Date will  
8 be established.  
9

10  
11  
12

1  
2 **1-08 PROSECUTION AND PROGRESS**

3  
4 *Add the following new section:*

5 **1-08.0 Preliminary Matters**  
6 **(May 25, 2006 APWA GSP)**

7  
8 **1-08.0(1) Preconstruction Conference**  
9 **(October 10, 2008 APWA GSP)**

10  
11 Prior to the Contractor beginning the work, a preconstruction conference will be held between  
12 the Contractor, the Engineer and such other interested parties as may be invited. The purpose  
13 of the preconstruction conference will be:

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

22  
23 The Contractor shall prepare and submit at the preconstruction conference the following:

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

27  
28 *Add the following new section:*

29 **1-08.0(2) Hours of Work**  
30 **(December 8, 2014 APWA GSP)**

31  
32 Except in the case of emergency or unless otherwise approved by the Engineer, the normal  
33 working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and  
34 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different  
35 than the normal working hours stated above, the request must be submitted in writing prior to  
36 the preconstruction conference, subject to the provisions below. The working hours for the  
37 Contract shall be established at or prior to the preconstruction conference.

38  
39 All working hours and days are also subject to local permit and ordinance conditions (such as  
40 noise ordinances).

41  
42 If the Contractor wishes to deviate from the established working hours, the Contractor shall  
43 submit a written request to the Engineer for consideration. This request shall state what hours  
44 are being requested, and why. Requests shall be submitted for review no later than 14 days  
45 prior to the day(s) the Contractor is requesting to change the hours.

46  
47 If the Contracting Agency approves such a deviation, such approval may be subject to certain  
48 other conditions, which will be detailed in writing. For example:

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

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

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

#### **1-08.1 Subcontracting (December 30, 2022 APWA GSP, Option A)**

*Section 1-08.1 is supplemented with the following:*

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

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

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

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

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



1 **1-08.3 PROGRESS SCHEDULE**

2  
3 **1-08.3(2)A Type A Progress Schedule**  
4 **(December 30, 2022 APWA GSP)**

5  
6 *Revise this section to read:*

7  
8 The Contractor shall submit 6 copies of a Type A Progress Schedule no later than at the  
9 preconstruction conference, or some other mutually agreed upon submittal time. The schedule  
10 may be a critical path method (CPM) schedule, bar chart, or other standard schedule format.  
11 Regardless of which format used, the schedule shall identify the critical path. The Engineer will  
12 evaluate the Type A Progress Schedule and approve or return the schedule for corrections  
13 within 15 calendar days of receiving the submittal.

14  
15 **1-08.4 Prosecution of Work**

16 *Delete this section and replace it with the following:*

17  
18 **1-08.4 Notice to Proceed and Prosecution of Work**  
19 **(July 23, 2015 APWA GSP)**

20  
21 Notice to Proceed will be given after the contract has been executed and the contract bond and  
22 evidence of insurance have been approved and filed by the Contracting Agency. The  
23 Contractor shall not commence with the work until the Notice to Proceed has been given by the  
24 Engineer. The Contractor shall commence construction activities on the project site within ten  
25 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall  
26 diligently pursue the work to the physical completion date within the time specified in the  
27 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the  
28 Contractor of the responsibility to complete the work within the time(s) specified in the contract.

29  
30 When shown in the Plans, the first order of work shall be the installation of high visibility fencing  
31 to delineate all areas for protection or restoration, as described in the Contract. Installation of  
32 high visibility fencing adjacent to the roadway shall occur after the placement of all necessary  
33 signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing,  
34 the Contractor shall request the Engineer to inspect the fence. No other work shall be performed  
35 on the site until the Contracting Agency has accepted the installation of high visibility fencing, as  
36 described in the Contract.

37  
38 **1-08.5 Time for Completion**  
39 **(December 30, 2022 APWA GSP, Option A)**

40  
41 *Revise the third and fourth paragraphs to read:*

42  
43 Contract time shall begin on the first working day following the Notice to Proceed Date.

44  
45 Each working day shall be charged to the contract as it occurs, until the contract work is  
46 physically complete. If substantial completion has been granted and all the authorized working  
47 days have been used, charging of working days will cease. Each week the Engineer will provide  
48 the Contractor a statement that shows the number of working days: (1) charged to the contract  
49 the week before; (2) specified for the physical completion of the contract; and (3) remaining for  
50 the physical completion of the contract. The statement will also show the nonworking days and  
51 all partial or whole days the Engineer declares as unworkable. The statement will be identified as

a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
  - g. Property owner releases per Section 1-07.24

*This section is supplemented with the following:*  
**(March 13, 1995 WSDOT GSP)**

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

**1-08.9 Liquidated Damages**  
*(March 3, 2021 APWA GSP, Option A)*

Replace Section 1-08.9 with the following:

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

1  
2 Accordingly, the Contractor agrees:  
3

- 4 1. To pay liquidated damages in the amount of \$1,750 for each working day beyond  
5 the number of working days established for Physical Completion, and  
6
- 7 2. To authorize the Engineer to deduct these liquidated damages from any money  
8 due or coming due to the Contractor.  
9

10 When the Contract Work has progressed to Substantial Completion as defined in the  
11 Contract, the Engineer may determine the Contract Work is Substantially Complete. The  
12 Engineer will notify the Contractor in writing of the Substantial Completion Date. For  
13 overruns in Contract time occurring after the date so established, liquidated damages  
14 identified above will not apply. For overruns in Contract time occurring after the Substantial  
15 Completion Date, liquidated damages shall be assessed on the basis of direct engineering  
16 and related costs assignable to the project until the actual Physical Completion Date of all  
17 the Contract Work. The Contractor shall complete the remaining Work as promptly as  
18 possible. Upon request by the Project Engineer, the Contractor shall furnish a written  
19 schedule for completing the physical Work on the Contract.  
20

21 Liquidated damages will not be assessed for any days for which an extension of time is  
22 granted. No deduction or payment of liquidated damages will, in any degree, release the  
23 Contractor from further obligations and liabilities to complete the entire Contract.  
24  
25

1  
2 **1-09 MEASUREMENT AND PAYMENT**

3  
4 **1-09.2(1) General Requirements for Weighing Equipment**  
5 **(December 30, 2022 APWA GSP, Option 2)**  
6

7 *Revise item 4 of the fifth paragraph to read:*

- 8  
9 4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily.  
10 Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the  
11 same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or  
12 PM tare weights for each truck on the printed ticket.  
13

14 **1-09.2(5) Measurement**  
15 **(December 30, 2022 APWA GSP)**  
16

17 *Revise the first paragraph to read:*

18  
19 **Scale Verification Checks** – At the Engineer's discretion, the Engineer may perform  
20 verification checks on the accuracy of each batch, hopper, or platform scale used in weighing  
21 contract items of Work.  
22

23 **1-09.6 Force Account**  
24 **(December 30, 2022 APWA GSP)**  
25

26 *Supplement this Section with the following:*

27  
28 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all  
29 items to be paid per force account, only to provide a common proposal for Bidders. All such  
30 dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency  
31 does not warrant expressly or by implication, that the actual amount of work will correspond with  
32 those estimates. Payment will be made on the basis of the amount of work actually authorized  
33 by Engineer.  
34

35 **1-09.9 Payments**  
36 **(December 30, 2022 APWA GSP)**  
37

38 *Section 1-09.9 is revised to read:*

39  
40 The basis of payment will be the actual quantities of Work performed according to the Contract  
41 and as specified for payment.  
42

43 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
44 Preconstruction Conference, to enable the Project Engineer to determine the Work performed  
45 on a monthly basis. A breakdown is not required for lump sum items that include a basis for  
46 incremental payments as part of the respective Specification. Absent a lump sum breakdown,  
47 the Project Engineer will make a determination based on information available. The Project  
48 Engineer's determination of the cost of work shall be final.  
49

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

4  
5 The initial progress estimate will be made not later than 30 days after the Contractor  
6 commences the work, and successive progress estimates will be made every month thereafter  
7 until the Completion Date. Progress estimates made during progress of the work are tentative,  
8 and made only for the purpose of determining progress payments. The progress estimates are  
9 subject to change at any time prior to the calculation of the final payment.

10  
11 The value of the progress estimate will be the sum of the following:

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

21  
22 Progress payments will be made in accordance with the progress estimate less:

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

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

31  
32 Failure to perform obligations under the Contract by the Contractor may be decreed by the  
33 Contracting Agency to be adequate reason for withholding any payments until compliance is  
34 achieved.

35  
36 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the  
37 Contractor under the Contract will be paid based upon the final estimate made by the Engineer  
38 and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The  
39 Contractor's signature on such voucher shall be deemed a release of all claims of the  
40 Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-  
41 09.11 and is expressly excepted from the Contractor's certification on the Final Contract  
42 Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher  
43 Certification constitutes the final acceptance date (Section 1-05.12).

44  
45 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher  
46 Certification or any other documentation required for completion and final acceptance of the  
47 Contract, the Contracting Agency reserves the right to establish a Completion Date (for the  
48 purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract.  
49 Unilateral final acceptance will occur only after the Contractor has been provided the

1 opportunity, by written request from the Engineer, to voluntarily submit such documents. If  
2 voluntary compliance is not achieved, formal notification of the impending establishment of a  
3 Completion Date and unilateral final acceptance will be provided by email with delivery  
4 confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days  
5 for the Contractor to submit the necessary documents. The 30 calendar day period will begin on  
6 the date the email with delivery confirmation is received by the Contractor. The date the  
7 Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute  
8 the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the  
9 Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically  
10 Completed in accordance with Section 1-08.5, or for Contracts that are terminated in  
11 accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting  
12 Agency does not in any way relieve the Contractor of their responsibility to comply with all  
13 Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the  
14 Contract.

15  
16 Payment to the Contractor of partial estimates, final estimates, and retained percentages shall  
17 be subject to controlling laws.

18  
19 **1-09.9(1) Option 1 Retainage**  
20 **(June 27, 2011 WSDOT GSP)**

21  
22 *Section 1-09.9(1) content and title is deleted and replaced with the following:*

23  
24 Vacant

25  
26 **1-09.11(3) Time Limitation and Jurisdiction**  
27 **(December 30, 2022 APWA GSP)**

28  
29 *Revise this section to read:*

30  
31 For the convenience of the parties to the Contract it is mutually agreed by the parties that all  
32 claims or causes of action which the Contractor has against the Contracting Agency arising  
33 from the Contract shall be brought within 180 calendar days from the date of final  
34 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further  
35 agreed that all such claims or causes of action shall be brought only in the Superior Court of  
36 the county where the Contracting Agency headquarters is located, provided that where an  
37 action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The  
38 parties understand and agree that the Contractor's failure to bring suit within the time period  
39 provided, shall be a complete bar to all such claims or causes of action. It is further mutually  
40 agreed by the parties that when claims or causes of action which the Contractor asserts  
41 against the Contracting Agency arising from the Contract are filed with the Contracting  
42 Agency or initiated in court, the Contractor shall permit the Contracting Agency to have  
43 timely access to all records deemed necessary by the Contracting Agency to assist in  
44 evaluating the claims or action.

45  
46 **1-09.13(3)A Arbitration General**  
47 **(January 19, 2022 APWA GSP)**

48  
49 *Revise the third paragraph to read:*

50  
51 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the  
52 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the

1 Superior Court of the county in which the Contracting Agency's headquarters is located,  
2 provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050  
3 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the  
4 specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis  
5 for decisions.  
6

7 **1-09.13(4) Venue for Litigation**  
8 **(December 30, 2022 APWA GSP)**  
9

10 *Revise this section to read:*  
11

12 Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's  
13 headquarters is located, provided that where claims are asserted against a county, RCW  
14 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the  
15 parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have  
16 timely access to any records deemed necessary by the Contracting Agency to assist in  
17 evaluating the claims or action.  
18  
19  
20  
21

1  
2 **1-10 TEMPORARY TRAFFIC CONTROL**

3  
4 **1-10.2 Traffic Control Management**

5 *Section 1-10.2 is supplemented with the following:*

6  
7 **1-10.2 WSDOT GSP OPT 1**

8 **(November 2, 2022)**

9 **Work Zone Safety Contingency**

10  
11 Enhancements to improve the effectiveness of the accepted traffic control plans to increase the  
12 safety of the work zones shall be discussed on a weekly basis between the Contractor and the  
13 Contracting Agency. Enhancements shall be mutually agreed upon by the Contractor and  
14 Engineer prior to performing any Work to implement the enhancement.

15  
16 Enhancements do not include the use of Uniformed Police Officers or WSP, address changes to  
17 the allowed work hour restrictions, or changes to the staging plans in the Contract (if  
18 applicable). If allowed by the Engineer, these items will be addressed in accordance with  
19 Section 1-04.4.

20  
21 The Contractor shall be solely responsible for submitting any traffic control plan revision to  
22 implement the enhancement in accordance with Section 1-10.2(2)

23  
24 **1-10.2(1) Option 1 General**

25 **(October 3, 2022 WSDOT GSP)**

26  
27 *Section 1-10.2(1) is supplemented with the following:*

28  
29 The Traffic Control Supervisor shall be certified by one of the following:

30  
31 The Northwest Laborers-Employers Training Trust  
32 27055 Ohio Ave.  
33 Kingston, WA 98346  
34 (360) 297-3035  
35 <https://www.nwlett.edu>

36  
37 Evergreen Safety Council  
38 12545 135th Ave. NE  
39 Kirkland, WA 98034-8709  
40 1-800-521-0778  
41 <https://www.esc.org>

42  
43 The American Traffic Safety Services Association  
44 Riverside Parkway, Suite 100  
45 Fredericksburg, Virginia 22406-1022  
46 Training Dept. Toll Free (877) 642-4637  
47 Phone: (540) 368-1701  
48 <https://atssa.com/training>



1 Integrity Safety  
2 3912 NE 20th Ave.  
3 Vancouver, WA 98686  
4 (360) 574-6071  
5 <https://www.integritysafety.com>  
6

7 US Safety Alliance  
8 (904) 705-5660  
9 <https://www.ussafetyalliance.com>  
10

11 K&D Services Inc.  
12 2719 Rockefeller Ave.  
13 Everett, WA 98201  
14 (800) 343-4049  
15 <https://www.kndservices.net>  
16

#### 17 **1-10.4 Measurement**

##### 18 19 **1-10.4(3) Option 1 Reinstating Unit Items With Lump Sum Traffic Control** 20 **(November 2, 2022 WSDOT GSP)** 21

22 *Section 1-10.4(3) is supplemented with the following:*  
23

24 The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the  
25 additional temporary traffic control items listed below. The provisions of Section 1-10.4(1),  
26 Section 1-10.4(3), and Section 1-10.5(3) shall apply.  
27

28 "Work Zone Safety Contingency," by force account.  
29 "Pedestrian Traffic Control," per lump sum.  
30

#### 31 **1-10.5 Payment**

##### 32 **1-10.5(2) Item Bids with Lump Sum for Incidentals** 33

34 Section 1-10.5(2) is supplemented with the following:  
35

##### 36 **(November 2, 2022 WSDOT GSP, Option 7)** 37

38 "Work Zone Safety Contingency", by force account.  
39

40 All costs as authorized by the Engineer will be paid for by force account as specified in Section  
41 1-09.6.  
42

43 For purpose of providing a common proposal for all bidders, the Contracting Agency has  
44 entered an amount for the item "Work Zone Safety Contingency" in the Proposal to become a  
45 part of the Contractor's total bid.  
46

47 The Engineer may choose to use existing bid items for the implementation of the agreed upon  
48 enhancement.  
49

50  
51 **END OF SECTION**

## **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

(\*\*\*\*\*)

### **2-01.1 Description**

*The first sentence of the first paragraph is revised to read:*

The Contractor shall clear, grub, and cleanup those areas within the Right-of-Way and Temporary Construction Permit areas that are necessary for the completion of other Contract Work.

*This section is supplemented with the following:*

Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing limits shall be considered as part of "Clearing and Grubbing" when identified for removal on the Plans.

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

*The second paragraph is revised to read:*

The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

### **2-01.3(1) Clearing**

*This section is revised to read:*

The Contractor shall:

1. Fell trees only within the area to be cleared as shown on the Plans.
2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared area outside the slope stakes.
3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
4. Follow these requirements for all stumps that will be buried by fills deeper than 5-feet from the top, side, or end surface of the embankment or any structure and are in a location that will not be terraced as described in Section 2-03.3(14):
  - a. Close-cut stumps under 18-inches in diameter.
  - b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches above original ground level.
5. Leave standing any trees or native growth indicated by the Engineer.
6. Trim all trees to be left standing to the height specified by the Engineer and certified Arborist, with a minimum height of eight (8) feet above sidewalk and fourteen (14) feet above the roadway surface. Neatly cut all limbs close to the tree trunk. All tree trimming must be done by or under the direction of a certified Arborist.
7. Thin clumps of native growth as the Engineer may direct.
8. Protect, by fencing if necessary, all trees or native growth from any damage caused by construction operations in accordance with Standard Plans LS-08 through LS-11.
9. Trim all shrubs and brush which covers sidewalks, curb, curb and gutter, and curb ramps to a minimum of four inches from the edge of sidewalk or as directed by the Engineer or Certified Arborist.
10. Remove and dispose of, relocate, or salvage for reinstallation the following existing features where necessary within the project limits or as indicated on the Plans:
  - a. Cement concrete gutter boxes.
  - b. Wood curbs, logs, railroad ties, and other timber used for landscaping when inside the paving limits.
  - c. All types of fence.

- 1 d. Tuff Curb.  
2 e. Relocate Eco Blocks to a location outside of the paving limits.  
3 11. Remove trees as indicated on the plans or as directed by the Engineer. The tree  
4 removal shall include removal of roots according to the Plans and Specifications, and  
5 as directed by the Engineer, such that a new tree can be planted in the same area.  
6 12. Protect, from damage, all walls, fences, mailboxes, signs, and other above grade  
7 objects not marked for removal.  
8

9 *This section is added:*

10  
11 **2-01.3(1)A Tree Protection**  
12

13 Trees not marked for removal or in clearing and grubbing limits shall be protected in accordance  
14 with Standard Specifications, Urban Forestry Manual, and City of Tacoma Standard Plan.  
15 Protection activities shall include, but are not limited to, use of straight edge buckets for  
16 excavation, hand digging where necessary, clean cutting roots that need removal, root shaving,  
17 installing wire mesh and fencing, protecting cut roots.  
18

19 **2-01.3(2) Grubbing**

20 *Item e is revised to read:*

21  
22 Upon which embankments will be placed, except stumps may be close-cut or trimmed as  
23 allowed in Section 2-01.3(1) item 4.  
24

25 *This section is supplemented with the following:*

26  
27 **2-01.3(6) Definition of Vegetation**  
28

29 A "tree" is defined as any self-supporting, woody perennial plant having a main stem (trunk) and  
30 which normally attains a height of at least ten (10) feet at maturity, usually with one (1) main  
31 stem or trunk and many branches.  
32

33 A "shrub" is defined as any woody perennial plant which normally attains a height of less than  
34 ten (10) feet at maturity and which can be construed to have some landscape value.  
35

36 "Brush" is defined as any perennial vegetation which normally attains a height of ten (10) feet or  
37 less at maturity, which is not maintained as part of a landscape feature, which is "volunteer"  
38 growth or which exists in a naturalized state. Examples include but are not limited to stands of  
39 blackberries and scotch broom.  
40

41 **2-01.3(7) Tree and Stump Classifications**  
42

43 Trees shall be classified by the measured diameter at a point four and one-half (4-½) feet above  
44 average ground level. Trees that have several stems at the four and one-half (4-½) foot height  
45 will be considered a tree clump. The largest diameter single stem will be measured and will  
46 dictate the class rating. Only the largest, single stem in the clump will be utilized for  
47 measurement and payment.  
48

49 Stumps shall be classified by the measured diameter at the highest point of the stump above  
50 the average ground level or a point four and one-half (4-1/2) feet above the average ground  
51 level, whichever is less.

1  
2 Trees and stumps will be classified as follows:

3		
4	Less than 4 inches	Class 0
5	4 inches up to but not including 12 inches	Class I
6	12 inches up to but not including 24 inches	Class II
7	24 inches up to and including 42 inches	Class III
8	Greater than 42 inches (Tree height greater than 30 feet)	Class IV
9	Greater than 42 inches (Tree height of 30 feet or less)	Class V

10  
11 **2-01.5 Payment**

12 *The Bid item "Clearing and Grubbing" is supplemented with the following:*

13  
14 In addition, the lump sum Contract price for "Clearing and Grubbing" shall be full pay for native  
15 growth protection and tree protection, including tree protection fencing in accordance with  
16 Standard Plans LS-08 thru LS-11.

17  
18  
19 **END OF SECTION**  
20

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

**(\*\*\*\*\*)**

### **2-02.1 Description**

*This Section is revised to read:*

The Work described in this section includes removing and disposing of, or salvaging, relocating, materials and features or appurtenances as shown on the Contract Plans and according to the Specifications.

The Work also includes performing utility location through test holes according to these special provisions, for determining the location and depth of existing utilities or structures.

Backfilling of trenches, holes, or pits resulting from this Work is included.

### **2-02.2 Materials**

*This section is revised to read:*

Materials shall include all material or equipment needed to excavate, remove, shore, salvage and store, and to replace existing material.

### **2-02.3 Construction Requirements**

*The first sentence of the first paragraph is revised to read:*

As shown per Plans, Specifications and per these Special Provisions, the Contractor shall relocate or raze, remove, and dispose of all underground structures and utilities, landscaping walls, extruded curbs, rubble, rocks and boulders, and any other obstructions that form an obstacle to construction.

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

*This section is deleted.*

*This Section is supplemented with the following:*

The Contractor shall haul and dispose of all soil material excavated from the Project site in accordance with Special Provisions Sections 2-03 and 2-17.

*Section 2-02.3 is supplemented with the following:*

#### **2-02.3(5) Existing Traffic Signs**

Any street name signs, traffic signs and parking signs that exist in the work area shall be salvaged and/or replaced as directed by the Engineer.

#### **2-02.3(7) Existing Irrigation Systems**

The Engineer shall verify, in the presence of the owner and Contractor, operation, location, and existing pressure capabilities and continuity of existing private systems prior to excavation and removal. Not all existing sprinkler heads may be shown on the plans.

1 The Contractor shall cut and cap the existing systems to remain in place. The work shall  
2 include testing the resulting sprinkler system operation, and making the necessary repairs and  
3 modifications as directed by the Engineer. Sprinkler heads, pipe, wiring, control valves or other  
4 irrigation materials removed will be given to the owner for their use in making necessary  
5 modifications to their remaining irrigation system. If the Contractor damages any of these  
6 materials during clearing & grubbing, excavation and removal and storage, the Contractor will  
7 replace the damaged materials with new of same make and model, or approved equal.  
8 Replacement of damaged materials will be at the Contractor's expense.

9  
10 Removal of materials, cutting and capping, and all additional work of reconnecting, and making  
11 necessary modifications, including installation of new point of connection equipment and/ or  
12 improvements to provide a working, functional system shall be as directed by the Engineer and  
13 according to Section 8-03, except payment shall be according to Section 2-02.5.

#### 14 15 **2-02.4 Vacant**

16 *This Section including the heading is revised to read:*

#### 17 18 **2-02.4 Measurement**

19 *This section is supplemented with the following:*

20  
21 Borings with piezometers to be abandoned will be measured per each.

22  
23 No specific unit of measurement will apply to "Existing Irrigation Systems" per force account,  
24 which shall be itemized by the contractor.

#### 25 26 **2-02.5 Payment**

27 *This section is revised to read:*

28  
29 Payment will be made in accordance with Section 1-04.1, for the following Bid items when they  
30 are included in the Proposal:

31  
32 "Removal of Structures and Obstructions", lump sum

33  
34 Any relocation, salvage, demolition and removal Work according to these specifications and not  
35 specifically included in other bid items shall be paid for under "Removal of Structures and  
36 Obstructions", lump sum.

37  
38 "Existing Irrigation Systems", by force account

39  
40 Cutting, removing, capping, and modifying, repairing existing irrigation systems in accordance  
41 with these Specifications and Special Provisions shall be paid by force account in accordance  
42 with Section 1-09.6.

43  
44  
45 **END OF SECTION**  
46  
47

**2-03 ROADWAY EXCAVATION AND EMBANKMENT**

**(\*\*\*\*\*)**

**2-03.1 Description**

*The last sentence of the first paragraph is deleted.*

**2-03.3(5) Slope Treatment**

*This section is deleted.*

**2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**

*This section is deleted.*

**END OF SECTION**

1 **2-07 WATERING**  
2 **(August 3, 2009 Tacoma GSP)**  
3

4 **2-07.3 Construction Requirements**

5 *The last sentence of the first paragraph is revised to read:*  
6

7 The Engineer may direct that the Contractor apply water during non-working hours such as  
8 evenings, weekends, or recognized holidays.  
9

10 *Section 2-07.3 is supplemented with the following:*  
11

12 **2-07.3(1) Water Supplied from Hydrants**  
13

14 There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or any  
15 other construction activities associated with this project. Prior to construction activities, it shall  
16 be the Contractor's responsibility to verify which hydrants will be available by contacting  
17 Tacoma Water. The Contractor shall use only those hydrants designated by Tacoma Water.  
18

19 Water supplied from hydrants governed by Tacoma Water shall be used in strict compliance  
20 with the "Operating Procedures for the use of Water Division Hydrants" available at the Tacoma  
21 Water Permit Counter.  
22

23 The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the Water  
24 Permit Counter at:  
25

26 Tacoma Public Utilities  
27 Administrative Building, 2<sup>nd</sup> floor  
28 3628 South 35<sup>th</sup> Street  
29 Tacoma, WA 98409  
30 (253) 502-8247  
31

32 A copy of the approved Hydrant Permit shall be submitted to the Engineer.  
33

34 Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant  
35 Certification Card prior to obtaining a permit. If necessary, contractor personnel shall undergo  
36 training to receive the required certification. Contact the Water Permit Counter to set up training  
37 as necessary.  
38  
39  
40

41 **END OF SECTION**  
42



1 **2-09 STRUCTURE EXCAVATION**  
2 **(March 17, 2016 Tacoma GSP)**  
3

4 **2-09.4 Measurement**

5 *This section is supplemented with the following:*  
6

7 **Longitudinal Limits.** For all storm and sanitary sewers, the longitudinal measurement will be  
8 from center of manhole to center of manhole or to the inside face of catch basins and similar  
9 type structures.

10  
11 *The fourth paragraph is revised to read:*  
12

13 There will be no specific unit of measure for the excavation required for manholes, catch basins,  
14 grate inlets, and drop inlets.  
15

16 **2-09.5 Payment**

17 *The pay item for "Structure Excavation Class B" is supplemented with the following:*  
18

19 "Structure Excavation Class B", per cubic yard.  
20

21 The unit Contract price for "Structure Excavation Class B" shall be full payment for all  
22 excavation, removal of water; storing, protecting and re-handling of suitable backfill material;  
23 backfilling of the trench, compaction of backfill, and all other work necessary for the construction  
24 of the sewer trench.  
25

26  
27 **END OF SECTION**  
28  
29

**2-14 PAVEMENT REMOVAL**  
**(March 17, 2003 Tacoma GSP)**

**2-14.1 Description**

The Work described in this section includes the removal and disposal of pavement surfaces identified on the Plans or as marked in the field.

**2-14.2 Pavement Classification**

Removal of pavement will be according to type and class based on composition and thickness, as defined below:

- |                  |   |
|------------------|---|
| <b>Type I</b>    | Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III.  |
| <b>Type II</b>   | Pavement removal required for the placing of utilities at greater and varying depths, such as sewers.   |
| <b>Type III</b>  | Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities.   |
| <b>Class A2</b>  | Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of two inches or less.  |
| <b>Class A4</b>  | Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between two inches and four inches.   |
| <b>Class A8</b>  | Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches.   |
| <b>Class C6</b>  | Class C6 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as determined by the Engineer. |
| <b>Class C12</b> | Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches.  |

1       **Class CA**       Class CA pavement removal shall apply to all pavements that have a wearing  
2 surface of asphalt concrete upon a cement concrete pavement or, cement  
3 concrete base, and for which the total combined thickness of the pavement  
4 averages between six inches and twelve inches.

5  
6       **Class H**       Class H pavement removal shall apply to early type pavement of a cement  
7 concrete base with a brick or cobblestone surface and potentially an  
8 additional layer of asphalt concrete pavement for which the total combined  
9 thickness of the pavement averages between ten inches and twenty inches.

### 11       **2-14.3 Construction Requirements**

12  
13 All final meetlines shall be sawcut.

14  
15 Where monolithic cement concrete pavement and curb are being removed, the curb removal  
16 shall be considered as pavement removal, and the measurement for payment will be to the back  
17 of the curb.

18  
19 The removal of existing street improvements shall be conducted in such a manner as not to  
20 damage utilities and any portion of the improvement that is to remain in place. Any deviation in  
21 this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair,  
22 replace, or otherwise make proper restoration to the satisfaction of the Engineer.

23  
24 In the event a pavement averages more than the maximum thickness specified for its class, an  
25 additional payment will be made to cover the extra thickness removed by a proportional  
26 conversion into additional square yards.

### 28       **2-14.4 Measurement**

29  
30 Pavement removal will be measured per square yard.

31  
32 Type I pavement removal will be measured in its original position through the use of survey  
33 techniques.

### 35       **2-14.5 Payment**

36  
37 Payment will be made in accordance with Section 1-04.1.

38  
39 “Remove Existing Pavement, Type \_\_\_\_Class\_\_\_\_”, per square yard

40  
41 All costs associated with saw cutting meet lines shall be included in the unit Contract price for  
42 pavement removal.

43  
44  
45                               **END OF SECTION**  
46  
47

1 **2-15 CURB AND CURB AND GUTTER REMOVAL**  
2 **(March 17, 2003 Tacoma GSP)**  
3

4 **2-15.1 Description**  
5

6 The Work described in this section includes the complete removal and disposal of curbs and  
7 curb and gutter identified on the Plans or as marked in the field.  
8

9 **2-15.2 Curb Classification**  
10

11 Removal of curb and/or curb and gutter will be based on composition, as defined below:  
12

13 **Integral Curb** - Integral curb shall consist of curb that is constructed monolithic with the  
14 adjacent cement concrete pavement.  
15

16 **Curb** - Curb may consist of cement concrete curb, granite curb, or any other combination of  
17 rigid material that extends below the pavement surface elevation.  
18

19 **Extruded/Precast Curb** - Extruded or precast curb may consist of asphalt or concrete extruded  
20 or precast curb that is installed on a pavement surface.  
21

22 **Curb and Gutter** - Curb and gutter may be cement concrete, or a cement concrete curb with a  
23 brick gutter on a cement concrete base, or other combination of rigid material.  
24

25 **2-15.3 Construction Requirements**  
26

27 Integral curb removal shall consist of the removal of the curb and the integral base section  
28 under the curb. The removal shall be accomplished by sawcutting along the face of the curb.  
29

30 The removal of the curb and/or curb and gutter shall be conducted in such a manner as not to  
31 damage utilities and any portion of the improvement that is to remain in place. Any deviation in  
32 this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair,  
33 replace, or otherwise make proper restoration to the satisfaction of the Engineer.  
34

35 **2-15.4 Measurement**  
36

37 Curb and curb and gutter removal will be measured per linear foot.  
38

39 **2-15.5 Payment**  
40

41 Payment will be made in accordance with Section 1-04.1.  
42

43 "Remove Curb", per linear foot  
44

45 The unit Contract price per linear foot for "Remove Curb" shall include all types of curb as  
46 specified in the Section.  
47

48 All costs associated with saw cutting necessary for the removal of curb and/or curb and gutter  
49 shall be included in the unit Contract price for removal.  
50

51 **END OF SECTION**

1 **2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.**  
2 **(March 17, 2003 Tacoma GSP)**  
3

4 **2-16.1 Description**  
5

6 The Work described in this section includes the complete removal and disposal of catch basins,  
7 manholes, and curb inlets as identified on the Plans.  
8

9 **2-16.2 Vacant**  
10

11 **2-16.3 Construction Requirements**  
12

13 Where the structures are removed, the excavation shall be backfilled with native material if  
14 deemed suitable by the Engineer or imported backfill material.  
15

16 Material determined by the Engineer to be unsuitable at the time of excavation shall be removed  
17 and replaced with imported backfill material. Payment will be made at the unit contract price of  
18 the item in the proposal, or as extra work under Section 1-04.4 if not included as an item in the  
19 proposal.  
20

21 All pipe openings shall be plugged in accordance with 7-08.3(4).  
22

23 The removal of the structures shall be conducted in such a manner as not to damage utilities  
24 and any portion of the improvement that is to remain in place. Any deviation in this matter will  
25 obligate the Contractor, at no expense to the Contracting Agency, to repair, replace, or  
26 otherwise make proper restoration to the satisfaction of the Engineer.  
27

28 **2-16.4 Measurement**  
29

30 The removal of catch basins, manholes, and curb inlets will be measured per each.  
31

32 **2-16.5 Payment**  
33

34 Payment will be made in accordance with Section 1-04.1.  
35

36 "Remove Catch Basin", per each  
37

38 "Remove Manhole", per each  
39

40 "Remove Curb Inlet", per each  
41

42 All costs associated with the placement and compaction of the backfill material shall be included  
43 in the unit Contract price for removal.  
44

45  
46 **END OF SECTION**  
47  
48

### **3-04 ACCEPTANCE OF AGGREGATE**

**(\*\*\*\*\*)**

#### **3-04.1 Description**

*This Section is revised to read:*

This work shall consist of acceptance of aggregate as provided for under nonstatistical evaluation.

#### **3-04.3(1) General**

*This Section is revised to read:*

For the purpose of acceptance sampling and testing, all test results obtained for a material type will be evaluated collectively. Sublot sampling and testing will be performed on a random basis at the frequency of one sample per sublot. Based on plan quantities, the sublot size will be determined to the nearest 100 tons (50 cy). The maximum sublot size will be as defined in Table 1.

#### **3-04.3(4) Testing Results**

*This Section is revised to read:*

The results of all acceptance testing will be provided by the Engineer within 3 working day of testing.

#### **3-04.3(5) Nonstatistical Evaluation**

*This Section is revised to read:*

Each lot of aggregate materials produced under nonstatistical evaluation and having all constituents falling within the specification limits shall be accepted with no further evaluation. When one or more constituents fall outside the specification limits, the material will be evaluated by more sample tests. A minimum of three sublots will be sampled and tested, when less than three sublots exist additional samples shall be tested to provide a minimum of three sets of results for evaluation. The test results of the sublots shall be evaluated in accordance with Section 1-06.2 using the price adjustment factors from Table 2 to determine the appropriate CPF. The maximum CPF shall be 1.00.

#### **3-04.3(6) Statistical Evaluation**

*This section is deleted.*

**END OF SECTION**

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

2 **(\*\*\*\*\*)**

3  
4 **4-04.1 Description**

5 *This section is supplemented with the following:*

6  
7 Contractors are encouraged to use recycled material in place of crushed stone according to  
8 these special provisions.

9  
10 **4-04.2 Materials**

11 *This section is supplemented with the following:*

12  
13 Permeable Ballast 4-04.3(11) & 9-03.9(2)  
14 Crushed Surfacing Top Course 9-03.9(3)  
15 Crushed Surfacing Base Course 9-03.9(3)  
16

17 Recycled material shall be according to Section 9-03.21. Recycled Concrete Aggregate is  
18 specified for use as a crushed surfacing material under HMA pavement. The contractor is  
19 encouraged to also use recycled concrete aggregate as a crushed surfacing material to replace  
20 unsuitable subgrade in the road, and for foundation under cement concrete sidewalk, curbs, curb  
21 ramps, and concrete driveway approaches.

22  
23  
24 **END OF SECTION**  
25  
26

## **5-04 HOT MIX ASPHALT**

**(\*\*\*\*\*)**

*This Section is revised according to the following overriding provisions:*

Nonstatistical or test point evaluation shall be the method for HMA compaction acceptance for all HMA pavement, except where visual or commercial evaluation is specified. Visual evaluation shall be considered synonymous with commercial evaluation. The Contracting Agency will not be required to perform any acceptance by statistical evaluation.

All references to “statistical” are revised to read “nonstatistical”, and “nonstatistical” evaluation shall be considered synonymous with “test point” evaluation. Thus, all Specifications for test procedures, methods, construction requirements, and requirements for evaluation and acceptance shall apply to the Work with the following exceptions:

- The Contracting Agency shall not be required to perform statistical analysis of any acceptance test results.
- Quantities for sublots and lots shall be as determined by the Engineer. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF may be performed.
- The Contracting Agency shall not be required to make price adjustments based on pay factors and composite pay factors.

### **5-04.1 Description**

**(\*\*\*\*\*)**

*This section is supplemented with the following:*

HMA pavement may also consist of fiber reinforcement evenly distributed throughout the approved mix.

### **5-04.2 Materials**

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

**(April 1, 2018 Tacoma GSP)**

*For Subsection 5-04.2(1) the term “Contracting Agency” is revised to read “WSDOT”.*

*Add this new section:*

#### **5-04.2(1)D Fiber Reinforced HMA**

**(\*\*\*\*\*)**

Fiber reinforcement shall consist of Aramid fibers and polyolefin fibers, with the polyolefin fibers intended to keep the Aramid fibers together until incorporation into the HMA mix. Once incorporated into the mix and during the HMA production process polyolefin fibers will melt and/or become plastically deformed allowing Aramid fibers to separate.

Aramid fibers shall meet the following requirements:

Length	3/4" (19 mm)
Form	Monofilament
Acid/Alkali Resistance	Inert
Tensile Strength	400,000 psi
Specific Gravity	1.44
Operating Temperatures	-300° F to 800° F (-73° C to 427° C)



Polyolefin fibers shall meet the following requirements:

Length	3/4" (19 mm)
Form	Fillibrated
Acid/Alkali Resistance	Inert
Specific Gravity	0.91

**5-04.2(2) Mix Design – Obtaining Project Approval  
(April 1, 2018 Tacoma GSP)**

*This section is revised to read:*

The Contactor shall submit each HMA mix design to the Contracting Agency on WSDOT Form 350-042. The Contractor shall provide a mix design based upon 3 million ESAL's.

No paving shall begin prior to the HMA mix design acceptance by the Engineer for the Job Mix Formula (JMF) that will be used for the same paving. The Contracting Agency will evaluate HMA mix design submittals according to Visual Evaluation per Table 1. The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

Mix designs for HMA shall have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6). The Contractor shall determine anti-strip additive requirements for the HMA and submit laboratory test data for anti-stripping and rutting in accordance with the following options:

- Hamburg Wheel track Test and Section 9-03.8(2), or
- Tensile Strength Ratio (TSR) Test per AASHTO T 283, or
- Previous WSDOT Lab mix design verification test data and stripping evaluation, per the Engineer's discretion and as stated below.

With the HMA mix design submittal the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review:

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

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

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

For the use of Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use. Commercial HMA can be accepted by a Contractor certificate of compliance letter stating the material meets the HMA requirements defined in the Contract.

**5-04.2(2)B Using HMA Additives  
(April 1, 2018 Tacoma GSP)**

*This section is revised to read:*

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

- Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

**5-04.3 Construction Requirements**

**5-04.3(2) Paving Under Traffic  
(April 1, 2018 Tacoma GSP)**

*The second paragraph is supplemented with the following:*

No traffic shall be allowed on any newly placed pavement without the approval of the Engineer.

**5-04.3(3)C Pavers  
(April 1, 2018 Tacoma GSP)**

*The second paragraph is deleted.*

**5-04.3(3)D Material Transfer Device or Material Transfer Vehicle  
(April 1, 2018 Tacoma GSP)**

*The first paragraph is revised to read:*

A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving areas are specified below. A MTD/V shall only be used according to this special provision for the following paving areas:

None

**5-04.3(4)C Pavement Repair  
(April 1, 2018 Tacoma GSP)**

*This section is revised to read:*

Pavement repair shall be in accordance with the City of Tacoma Right-of-Way Restoration Policy found at:

[https://www.cityoftacoma.org/government/city\\_departments/public\\_works/right-of-way](https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way)

1 Pavement repair consists of asphalt concrete saw-cutting, removing asphalt concrete pavement,  
2 removing crushed surfacing and subgrade, and installing Construction Geotextile for  
3 Separation, placing crushed surfacing top course over the Construction Geotextile, and HMA in  
4 accordance with the Contract or as directed by the Engineer.

5  
6 Pavement repair excavation may also be performed by the use of a milling machine of a type  
7 that has operated successfully on work comparable with that to be done under the Contract and  
8 shall be approved by the Engineer prior to use. If a milling machine is used for excavation, the  
9 excavation shall be as directed by the Engineer.

10  
11 In all types of excavation, after the removal of the asphalt, the base material will be evaluated by  
12 the Engineer to determine if it is suitable. If the base is determined not to be suitable, the  
13 Contractor shall remove the base material and restore the sub-grade in accordance with Section  
14 2-06 and the Plans, regardless of the method used for excavation.

15  
16 Estimated plan quantities for pavement repair are approximate and are provided for bidding  
17 purposes only. The actual dimensions to be used will be verified by the Engineer at the time of  
18 construction. Contrary to Section 1-04.6, no changes to the unit prices bid for the various items  
19 will be permitted due to any increase or decrease in the amount of pavement repair.

20  
21 Payment for pavement repair shall be by the unit Bid prices according to the Contract for all  
22 materials, labor, and equipment required to complete the pavement repair. Items not included  
23 in the Proposal shall be paid for according to Section 1-04.1(2).

#### 24 25 **5-04.3(6) Mixing**

26 **(April 1, 2018 Tacoma GSP)**

27 *The first paragraph is revised to read:*

28  
29 The asphalt supplier shall add anti-stripping additive to the liquid asphalt prior to shipment to the  
30 asphalt mixing plant. The Contractor shall submit the anti-stripping additive amount and the  
31 manufacturer's certification, together with the HMA mix design submittal in accordance with  
32 Section 5-04.2. Paving shall not begin before the anti-stripping additive submittal is accepted by  
33 the Engineer.

#### 34 35 **5-04.3(9) HMA Mixture Acceptance**

36 **(April 1, 2018 Tacoma GSP)**

37 *The first paragraph is revised to read:*

38  
39 The Contracting Agency will evaluate the HMA mixture by nonstatistical or visual evaluation as  
40 determined from the criteria in Table 7 or as determined by the Engineer.

#### 41 42 **5-04.3(9)A Test Sections**

43 **(April 1, 2018 Tacoma GSP)**

44 *The first paragraph is revised to read:*

45  
46 At the start of paving, if requested by the Contractor, a compaction test section shall be  
47 constructed as directed by the Engineer to determine the compactibility of the mix design.  
48 Compactibility shall be based on the ability of the mix to attain the specified minimum density  
49 (91 percent of the maximum density determined by WSDOT SOP 729, and FOP for AASHTO T  
50 209).

Following determination of compactibility, the Contractor is responsible for the control of the compaction effort. If the Contractor does not request a test section, the mix will be considered compactible. See also Section 5-04.3(10)C2.

The Contractor shall also construct a test section when requested by the Engineer. Test sections that are in complete compliance with the requirements of Section 5-04 can be incorporated into the Work, and shall be included in the quantities for related Bid Items; otherwise, the Contractor shall remove the defective pavement in failed test sections as determined by the Engineer and at no cost to the Contracting Agency. The Contracting Agency will only pay for HMA pavement that is accepted and incorporated into the project at the discretion of the Engineer. See also Section 5-04.3(10)C2.

*The second paragraph is revised to read:*

The purpose of a test section is to determine whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture. Construct HMA mixture test sections at the beginning of paving, using at least 100 tons and a maximum of 800 tons or as specified by the Engineer. Each test section shall be constructed in one continuous operation.

#### **5-04.3(9)B Mixture Acceptance – Statistical Evaluation (April 1, 2018 Tacoma GSP)**

*The title of this Section is revised to read:*

#### **5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation**

#### **5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots (April 1, 2018 Tacoma GSP)**

*The title of this Section is revised to read:*

#### **5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**

*This Section is revised to read:*

For HMA in a structural application, sampling and testing for total project quantities less than 400 tons is at the discretion of the engineer. For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed:

- i. If test results are found to be within specification requirements, additional testing will be at the engineer's discretion.
- ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.
- iii. For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.
- iv. If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated on the basis of the changed JMF.

1 **5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results**  
2 **(April 1, 2018 Tacoma GSP)**

3 *The first and second paragraphs of this section are revised to read:*

4  
5 The Contracting Agency will endeavor to provide written notification (via email to the  
6 Contractor's designee) of acceptance test results within 24 hours of the sample being made  
7 available to the Contracting Agency. However, the Contractor agrees:

- 8  
9 1. Quality control, defined as the system used by the Contractor to monitor, assess,  
10 and adjust its production processes to ensure that the final HMA mixture will meet  
11 the specified level of quality, is the sole responsibility of the Contractor.  
12  
13 2. The Contractor has no right to rely on any testing performed by the Contracting  
14 Agency, nor does the Contractor have any right to rely on timely notification by the  
15 Contracting Agency of the Contracting Agency's test results (or statistical analysis  
16 thereof), for any part of quality control and/or for making changes or correction to  
17 any aspect of the HMA mixture.  
18  
19 3. The Contractor shall make no claim for untimely notification by the Contracting  
20 Agency of the Contracting Agency's test results (or statistical analysis thereof).  
21

22 **5-04.3(10)B HMA Compaction - Cyclic Density**  
23 **(April 1, 2018 Tacoma GSP)**

24 *This section is deleted.*

25  
26 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**  
27 **(April 1, 2018 Tacoma GSP)**

28 *This section is deleted.*

29  
30 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**  
31 **(April 1, 2018 Tacoma GSP)**

32 *The title of this section is revised to read:*

33 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

34 *The second paragraph is revised to read:*

35  
36 Compaction tests will be performed at a minimum of 5 various locations, as determined by the  
37 Engineer, for each 400 tons placed. The locations will be determined by the stratified random  
38 sampling procedure conforming to WSDOT Test Method T 716. For an area in progress with a  
39 CPF less than 0.75, a new compaction sequence will begin at the Contractor's request after the  
40 Project Engineer is satisfied that material conforming to the Specifications can be produced.  
41 The Compaction Test Procedures will be provided to the Contractor by the Contracting Agency  
42 at the Pre-Construction Conference or a Pre-Paving Meeting, prior to the placement of HMA  
43 material on site.  
44

45 *This Section is supplemented with the following:*

46  
47 Cores may be used as an addition to the nuclear density gauge tests. When cores are taken by  
48 the Engineer at the request of the Contractor, the request shall be made by noon of the first  
49 working day following placement of the mix. The Engineer shall be reimbursed for the coring  
50 expenses.  
51

1 The Engineer will inform the Contractor of field compaction test results as work is being  
2 performed. Formal Test Report(s) will be provided to the Contractor within 3 Working Days.

3  
4 HMA for preleveling shall be compacted to the satisfaction of the Engineer.

5  
6 *Add this new Section:*

7 **5-04.3(17) Fiber Reinforced HMA**

8 **(\*\*\*\*\*)**

9  
10 Fiber reinforcement shall be added to the approved HMA mix at a rate of 1 pound of fiber per 1  
11 ton of HMA.

12  
13 Fiber shall be added to the HMA mix through specialized equipment that can accurately  
14 proportion and/or meter, by weight, the proper amount per batch for batch plants, or  
15 continuously and in a steady uniform manner for drum plants. Alternatively, upon the approval of  
16 the engineer, fiber may be added manually using pre-weighed dissolvable bags.

17  
18 Specialized equipment shall be of the type and capable of controlling the weight of fibers added  
19 as recommended by the fiber manufacturer.

20  
21 Fiber shall be mixed with the HMA in accordance with the fiber manufacturer's  
22 recommendations.

23  
24 **5-04.4 Measurement**

25 **(\*\*\*\*\*)**

26  
27 *The first paragraph is revised to read:*

28  
29 HMA Cl. \_\_\_ PG \_\_\_, Fiber Reinforced, HMA Cl. \_\_\_ PG \_\_\_, and Commercial HMA will be  
30 measured by the ton in accordance with Section 1-09.2, with no deduction being made for the  
31 weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any other  
32 component of the mixture; and the measurement shall include asphalt wedge curbs and  
33 thickened edges in accordance with the Plans or as directed by the Engineer. If the Contractor  
34 elects to remove and replace mix as allowed in Section 5-04.3(11), the material removed will not  
35 be measured.

36  
37 *The second paragraph is revised to read:*

38  
39 No specific unit of measure will apply to roadway cores, which shall be included in the  
40 measurements for the HMA items that are included in the Proposal.

41  
42 *This section is supplemented with the following:*

43  
44 HMA for Approach Cl. \_\_\_ PG 58H-22 shall be measured per square yard of finished driveway  
45 and approach.

46  
47 No specific unit of measure will apply to anti-stripping additive, which shall be included in the  
48 measurements for the HMA items that are included in the Proposal.

1 **5-04.5 Payment**

2 **(\*\*\*\*\*)**

3 *Pay items for “Job Mix Compliance Price Adjustment” and “Compaction Price Adjustment” are*  
4 *deleted.*

5  
6 *The following pay items for HMA are revised to read:*

7  
8 “HMA Cl. \_\_\_\_ PG \_\_\_\_”, per ton.  
9

10 The unit Contract price per ton for “HMA Cl. \_\_\_\_ PG \_\_\_\_” shall be full payment for all costs  
11 incurred to carry out the requirements of Section 5-04, including coring and testing, and shall  
12 include anti-stripping additive, asphalt wedge curbs, thickened edges, curb drains, and  
13 connection to existing drains in accordance with the Contract. Any costs that are already  
14 included in other Bid items in the Proposal shall not be included in the unit Contract prices per  
15 ton for these HMA Bid items.

16  
17 *The pay item “HMA for Approach Cl. \_\_PG\_\_” is revised to read:*

18  
19 “HMA for Approach Cl. \_\_PG 58H-22”, per square yard.  
20

21 The unit Contract price per square yard for “HMA for Approach Cl. \_\_PG 58H-22” shall be full  
22 payment for all costs incurred to carry out the requirements of Section 5-04, including anti-  
23 stripping additive; and shall include asphalt wedge curbs, thickened edges, curb drains, and  
24 connection to existing drains in accordance with the Contract. Any costs that are already  
25 included in other Bid items in the Proposal shall not be included in the unit Contract price per  
26 square yard for this HMA Bid item. The Contractor shall also include all costs associated with  
27 excavating for driveways and approach, including haul and disposal in the unit Contract price  
28 per square yard for “HMA for Approach Cl. \_\_PG 58H-22”, regardless of the depth.  
29

30 *This section is supplemented with the following:*

31  
32 “Fiber Reinforced HMA Cl. \_\_\_\_ PG \_\_\_\_”, per ton.  
33

34 The unit Contract price per ton for “Fiber Reinforced HMA Cl. \_\_\_\_ PG \_\_\_\_” shall be full payment  
35 for all costs incurred to carry out the requirements of Section 5-04, including coring and testing,  
36 and shall include fiber reinforcement anti-stripping additive, asphalt wedge curbs, thickened  
37 edges, curb drains, and connection to existing drains in accordance with the Contract. Any  
38 costs that are already included in other Bid items in the Proposal shall not be included in the unit  
39 Contract prices per ton for these HMA Bid items.  
40

41 “Temporary Pavement Patch”, per ton.  
42

43 The unit Contract price for “Temporary Pavement Patch” shall be full pay for all labor,  
44 equipment, and materials required to furnish and install; maintain; and remove and dispose of  
45 the temporary patch. The unit contract price shall apply to Temporary Pavement Patches made  
46 with HMA or Cold Plant Mix.  
47

48 Temporary pavement patches placed between October 1<sup>st</sup> and March 31<sup>st</sup> shall be HMA Cl. ½”  
49 PG 58H-22.  
50

51 **END OF SECTION**

**5-05 CEMENT CONCRETE PAVEMENT**  
**(October 14, 2020 Tacoma GSP)**

**5-05.1 Description**

*This section is supplemented with the following:*

All concrete pavement restoration shall be performed in accordance with the City of Tacoma's Right-of-Way Restoration Policy found at [www.govME.org](http://www.govME.org).

**5-05.3 Construction Requirements**

**5-05.3(1) Concrete Mix Design for Paving**

*The sixth paragraph is supplemented with the following:*

The submittal for the concrete mix design shall provide the following: the date, the amount of materials (i.e. cement, sand, aggregates, water), the type and amount of each admixture, and the designated 28-day compressive strength specific to the mix design being submitted. The design compressive strength shall be a minimum of 4000 psi.

**5-05.3(4)A Acceptance of Portland Cement Concrete Pavement**

*This section is supplemented with the following:*

Acceptance of concrete will be on a non-statistical acceptance only.

*The first, second, third and fourth paragraphs are deleted.*

**5-05.3(8) Joints**

*The second paragraph is revised to read:*

The Contractor shall submit a concrete panel jointing plan in accordance with the Plans and these Specifications. When a concrete panel jointing plan is included in the Plans, the Contractor may adopt or submit a revised jointing plan in accordance with Standard Plans and the Specifications at the Contractor's own expense. The Contractor's jointing plan shall be approved in writing by the Engineer before the start of concrete paving.

When new pavement abuts existing pavement, the locations of the joints in the new pavement shall match with the joints in the existing pavement unless otherwise approved by the Engineer.

**5-05.3(11) Finishing**

*The third paragraph is revised to read:*

In advance of curing operations, the pavement shall receive an initial texturing followed by final finishing. Initial texturing shall be performed with a burlap drag or broom device, creating striations in the same orientation as the final finish. The concrete roadway surface shall be finished with a transverse tining. Where integral concrete curbs are constructed, the roadway surface finish shall end 12 inches from the flowline.



*The fourth paragraph is revised to read:*

Burlap drags, brooms and tine devices may be installed on self-propelled equipment having external alignment control. When texturing the pavement with burlap, the area of burlap in contact with the pavement shall be maintained constant at all times. Broom and tine devices shall be provided with positive elevation control. Downward pressure on pavement surface shall be maintained at all times during texturing so as to achieve uniform texturing without measurable variations in pavement profile. If self-propelled texturing machines are used, these shall be operated so that travel speed during texturing is maintained constant. Failure of the texturing equipment to perform according to this section shall constitute cause for stopping placement of concrete until the equipment deficiency or malfunction is corrected.

*The fifth paragraph is revised to read:*

The surface finish shall be as shown per Plans and in accordance with these Special Provisions. The Engineer may specify either transverse tining, or longitudinal tining, or a heavy broom finish for any part of the project. Transverse tining is the standard concrete finish.

*The seventh paragraph is revised to read:*

**Test Panel:**

At the start of concrete pavement construction, the Contractor shall first finish a textured concrete test panel and the Engineer shall give approval of the achieved finish according to this section prior to further concrete pavement construction. If the test panel is rejected by the Engineer, the Contractor shall remove and replace the test panel at no additional cost to the Contracting Agency. The Contractor can designate one of the project panels as a test panel or create a sacrificial test panel on site of at least four feet by eight feet.

Project panels not meeting the characteristics of the test panel shall be removed and replaced at no additional cost to the Contracting Agency.

*The eighth through tenth paragraphs are deleted.*

**5-05.3(12) Surface Smoothness**

*The section is revised to read:*

The Contractor shall measure surface smoothness with a 10-foot straightedge as directed by the Engineer. The finished grade surface shall not vary more than 1/8 inch from the bottom edge of a 10-foot straightedge placed on the surface parallel to the centerline. Perpendicular to the centerline, the finished grade surface shall not vary more than 1/4 inch from the bottom edge of a 10-foot straightedge laid across any lane.

The completed surface shall be of uniform texture, smooth, shall conform to Plans as to crown and grade, and shall be free from defects of all kinds. Corrective work shall be as directed by the Engineer; and the Contractor shall complete corrective work at no additional expense, including traffic control, to the City of Tacoma.

**The following additional requirements for placing concrete shall be in effect from 5-05.3(14) Cold Weather Work**

*This section is supplemented with the following:*

1 The following additional requirements for placing concrete shall be in effect from November 1 to  
2 April 1:

- 3 • Engineer shall be notified at least 24 hours prior to placement of concrete.
- 4 • All concrete placement shall be completed no later than 2:00 p.m. each day.
- 5 • Where forms have been placed and the subgrade has been subjected to frost, no  
6 concrete shall be placed until the ground is completely thawed. At that time, the  
7 forms shall be adjusted and subgrade repaired as determined by the Engineer.  
8

#### 9 **5-05.4 MEASUREMENT**

10 *This section is revised to read:*

11  
12 Measurement for cement concrete pavement and concrete base pavement shall be by the  
13 square yard for the pavement completed and accepted according to Section 5-05 and the Plans,  
14 including the area underneath curbs. No deduction will be made for castings in pavement.  
15

16 Cement Concrete Pavement for Pavement Patches will be measured by the square yard  
17

18 Epoxy-Coated Tie Bars with Drill Hole that are drilled into existing cement concrete pavement  
19 will be measured per each tie bar installed according to the Plans and Section 5-05.  
20

21 Dowel Bar Retrofit shall be measured per each retrofitted dowel bar installed into an existing  
22 concrete pavement edge according to the Plans and Section 5-05.  
23

#### 24 **5-05.5 PAYMENT**

25 *This section is revised to read:*

26  
27 Payment will be made in accordance with Section 1-04.1.  
28

29 "Cement Conc. Pavement, \_\_\_\_-Inch Section", per square yard.  
30

31 The unit Contract price per square yard for "Cement Conc. Pavement, \_\_\_\_-Inch Section" shall  
32 be full payment for all costs incurred to carry out the requirements of Section 5-05 and the  
33 Plans, and shall include furnishing and installing epoxy coated dowel bars and tie bars except  
34 as specified for "Dowell Bar Retrofit" and "Epoxy-Coated Tie Bar with Drill Hole" in this section.  
35

36 Tie bars that are drilled into existing cement concrete pavement that is not constructed under  
37 the Contract will be paid for under the item "Epoxy-Coated Tie Bar with Drill Hole" when  
38 included in the Proposal.  
39

40 Dowell bars that are retrofitted into an existing concrete pavement that is not constructed under  
41 the Contract will be paid for under the Bid item "Dowel Bar Retrofit" when included in the  
42 Proposal.  
43

44 "Epoxy-Coated Tie Bar with Drill Hole", per each.  
45

46 The unit Contract price per each for "Epoxy-Coated Tie Bar with Drill Hole" shall be full payment  
47 for all equipment, tools, materials, and labor to drill holes, furnish and install tie-bars, epoxy-  
48 bonding agent, grout according to Section 5-05 and the Plans.  
49

50 "Dowel Bar Retrofit", per each.  
51

1 The unit Contract price per each for "Dowel Bar Retrofit" shall be full payment for all equipment,  
2 tools, materials, and labor to drill holes, furnish dowel bars, furnish and install parting  
3 compound, and to construct the dowel bar retrofits according to Section 5-05 and the Plans.

4  
5 "Cement Conc. Base Pavement, \_\_\_\_-Inch Section", per square yard.

6  
7 The unit Contract price per square yard for "Cement Conc. Base Pavement, \_\_\_\_-Inch Section"  
8 shall be full payment for all costs incurred to carry out the requirements of Section 5-05 and the  
9 Plans, and shall include all costs associated with the furnishing and installing of all necessary  
10 dowel bars and tie bars except as specified for "Dowel Bar Retrofit" and "Epoxy-Coated Tie Bar  
11 with Drill Hole" in this section.

12  
13 "Cement Conc. Pavement for Pavement Patch, \_\_\_\_-Inch Section", per square yard.

14  
15 The unit Contract price for "Cement Conc. Pavement for Pavement Patch, \_\_\_\_-Inch Section"  
16 shall be full payment for all costs incurred to carry out the requirements of Section 5-05 and the  
17 Plans, and shall include all costs associated with the furnishing and installing of all necessary  
18 dowel bars and tie bars except as specified for "Dowel Bar Retrofit" and "Epoxy-Coated Tie Bar  
19 with Drill Hole" in this section.

20  
21  
22 **END OF SECTION**  
23

## 6-02 CONCRETE STRUCTURES

(\*\*\*\*\*)

### 6-02.3(2)B Commercial Concrete

*This section is supplemented with the following:*

Where concrete Class 3000 is specified for driveways, the Contractor may use commercial concrete.

### 6-02.3(6)A2 Cold Weather Protection

*This section is revised to read:*

This Specification applies when the weather forecast on the day of concrete placement predicts air temperatures below 35°F at any time during the 7 days following placement. The weather forecast is based on predictions from the Western Region Headquarters of the National Weather Service. This forecast can be found at [www.wrh.noaa.gov](http://www.wrh.noaa.gov).

The temperature of the concrete shall be maintained above 40°F during the entire curing period or 7 days, whichever is greater. Prior to placing concrete in cold weather, the Contractor shall provide a written procedure for cold weather concreting to the Engineer. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below 35°F. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been accepted by the Engineer.

The Contractor shall not mix nor place concrete while the air temperature is below 35°F, unless the water or aggregates (or both) are heated to at least 70°F. The aggregate shall not exceed 150°F. If the water is heated to more than 150°F, it shall be mixed with the aggregates before the cement is added. Any equipment and methods shall heat the materials evenly. Concrete placed in shafts and piles is exempt from such preheating requirements.

The Contractor may warm stockpiled aggregates with dry heat or steam, but not by applying flame directly or under sheet metal. If the aggregates are in bins, steam or water coils or other heating methods may be used if aggregate quality is not affected. Live steam heating is not permitted on or through aggregates in bins. If using dry heat, the Contractor shall increase mixing time enough to permit the aggregates to absorb moisture.

Starting immediately after placement, the concrete temperatures shall be maintained at or above 40°F and the relative humidity shall be maintained above 80 percent. These conditions shall be maintained for a minimum of 7 days or for the cure period required by Section 6-02.3(11), whichever is longer. During this time, if the temperature of the concrete falls below 40°F no curing time is awarded for that day. Should the Contractor fail to adequately protect the concrete and the temperature of the concrete falls below 35°F during curing, the Engineer may reject it.

The Contractor is solely responsible for protecting concrete from inclement weather during the entire curing period. Permission given by the Engineer to place concrete during cold weather will in no way ensure acceptance of the Work by the Contracting Agency. Should the concrete placed under such conditions prove unsatisfactory in any way, the Engineer shall still have the right to reject the Work although the plan and the Work were carried out with the Engineer's permission.

**END OF SECTION**

**7-04 STORM SEWERS**  
**(March 17, 2003 Tacoma GSP)**

*This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.*

**END OF SECTION**

1 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**  
2 **(March 23, 2010 Tacoma GSP)**  
3

4 **7-05.1 Description**

5 *This section is supplemented with the following:*  
6

7 All references to sanitary sewers shall be construed to also mean storm sewers.  
8

9 **7-05.3 Construction Requirements**

10 *The first sentence of the eleventh paragraph is revised to read:*  
11

12 A flexible pipe-to-manhole connector shall be used in all connections of rigid and thermoplastic  
13 pipes to **new** precast concrete manholes to provide a watertight joint between the pipe and the  
14 manhole, unless otherwise directed by the Engineer. The connector shall be ASTM C923  
15 compliant and manufactured by Kor-N-Seal, Fernco, Press-Seal, A-Lok, or an Engineer  
16 approved equal. The connectors shall be installed in accordance with the manufacturer's  
17 recommendations.  
18

19 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

20 *This section is replaced with the following section:*  
21

22 **7-05.3(1) Adjusting Utility Structures to Grade**  
23

24 Where shown in the Plans or where directed by the Engineer, utility structures shall be adjusted  
25 to grade as staked or as otherwise designated by the Engineer.  
26

27 The materials and methods of construction shall conform to the requirements specified in  
28 Section 7-05.3 and Standard Plan No. SU-25 or SU-37. The finished structure shall conform to  
29 the requirements of the standard plan for the specific structure.  
30

31 Where indicated on the plans to use a combination inlet frame and grate for "Adjust Existing  
32 Catch Basin, Furnish New Frame and Grate," it shall be used in place of a vaned grate. All  
33 combination inlet frame and grates shall conform to WSDOT Standard Plan B-25.20.01.  
34

35 When adjusting an existing catch basin the contractor shall clean the structure in accordance  
36 with specification 7-07 and shall include all costs in the price for adjustment.  
37

38 Where shown in the Plans to adjust utility structure to grade and the new cover will be located  
39 within the sidewalk, bike lane, crosswalk, or other pedestrian or bicycle pathway, the contractor  
40 shall furnish a new cover with non-slip coating to be used for the utility adjustment. The slip  
41 resistant coating material for these utility covers shall be intended to withstand rough weather,  
42 daily vehicle wear and tear, and maintain a minimum coefficient of friction of 0.6.  
43

44 **7-05.3(3) Connections to Existing Manholes**

45 *The first sentence is revised to read:*  
46

47 The Contractor shall inspect the existing manholes in the field to verify invert elevations and the  
48 scope of work necessary to make the connection(s) prior to construction.  
49

50 *This new section is added:*  
51

1 **7-05.3(A) Reconnect Existing Sewer Pipe to New Structure**

2 (\*\*\*\*\*)

3  
4 The Contractor shall reconnect existing sewer pipes to new structures where shown on the  
5 plans. The Contractor shall locate the existing pipe and place the new structure in line with the  
6 existing pipe. The invert elevation shall be field determined.

7  
8 The Contractor shall cut the existing sewer pipe within 5 feet of the new structure and work  
9 within the pavement removal limits according to the plans. The Contractor shall connect the  
10 existing pipe to the new structure using the same pipe material and size if possible; or use a  
11 similar interior size PVC, RCP, or DI pipe depending on pipe cover and connection options with  
12 appropriate pipe adaptors. Submit manufacturer's recommendations.

13  
14 Rigid Couplings shall be used at any pipe joint in which bell and spigot or fused joints are not  
15 used. Flexible couplings are not permitted, except for side sewer installation. The rigid  
16 couplings shall be Romac, JCM Industries, or Krausz-USA, or an Engineer approved equal.

17  
18 PVC pipe shall not be used with less than 3 feet of cover to finished grade, and only DI pipe  
19 shall be used with less than 1.5 feet of cover.

20  
21 *The following Section is added:*

22 **7-05.3(4) Potholing Existing Utilities**

23  
24 The engineer may at certain locations on the project site need to discover or locate an existing  
25 utility or structure that does not have proper as-built information. The contractor shall excavate  
26 a small pothole, where directed by the Engineer or as shown on the Plans, in determining the  
27 location and depth of the existing utility or structure.

28  
29 The pothole may be excavated by conventional excavation methods or by the use of a vacuum  
30 truck. The test hole for the conventional method shall be a minimum of 48" by 48" in width. The  
31 test hole shall be no deeper than 17 feet in depth. Gravel borrow shall be used to backfill the  
32 excavated hole. The gravel borrow shall be compacted in accordance to section 2-09 of the  
33 standard specifications. Three inches of asphalt shall be placed on top of the gravel borrow to  
34 provide a driving surface in a travel lane.

35  
36 **7-05.4 Measurement**

37 *The sixth paragraph is revised to read:*

38  
39 Connections to existing structures will be measured per each.

40  
41 *This section is supplemented with the following:*

42  
43 Reconnecting existing sewer pipes to new manhole structures will be measured per each.

44  
45 Manholes with Cast-in-Place Base will be measured per each.

46  
47 Catch Basin Type 2 \_\_ in excess of 10 feet in height will be measured per linear foot for each  
48 additional foot of height over 10 feet. Measurement will be the distance from the flow line of the  
49 outlet pipe to the top of the manhole ring measured to the nearest foot.

Measurement of the Pothole Existing Utility shall be measured per linear foot from the surface of the existing ground to the bottom of the excavated test hole.

#### **7-05.5 Payment**

*The first paragraph is supplemented with the following:*

The unit Contract price for "Manhole\_\_\_\_\_" shall be full pay for all work required to furnish and install the new manhole to finished grade, including, but not limited to, excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s), channeling, covers, frames, ladders, steps, and handholds, as applicable per Standard Plans.

The unit Contract price for "Catch Basin\_\_\_\_\_" shall be full pay for all work required to furnish and install the new catch basin to finished grade, including, but not limited to, excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s), frame, cover, as applicable per Standard Plans.

*The pay item for "Drop Manhole Connection" is revised to read:*

"Drop Manhole Connection, \_\_\_\_-Inch Diam.", per each.

*The pay item for Connect New Sewer Pipe \_\_\_\_-Inch Diam. To Existing Structure is revised to read:*

"Connect New Sewer Pipe to Existing Structure", per each

The unit Contract price per each for "Connect New Sewer Pipe to Existing Structure" shall include connecting new sewer pipes of all diameters. No extra payment shall be made for varying sewer pipe diameters.

*This section is supplemented with the following:*

"Reconnect Existing Sewer Pipe to New Structure", per each.

The unit Contract price per each shall be full pay for all labor, equipment and materials necessary to reconnect the existing sewer pipe of any diameter to the new structure as specified in Section 7-05.3. No extra payment shall be made for varying pipe diameters.

"Adjust Existing Catch Basin, Furnish New Frame and Grate", per each

The unit Contract price per each for "Adjust Existing Catch Basin, Furnish New Frame and Grate" shall be full pay for all costs associated with adjusting the frame and grate to finished grade, including but not limited to, excavating, furnish and place backfill, furnishing and installing the new frame and grate, compacting, surfacing, and restoration.

"Adjust Existing Manhole, Furnish New Frame and Cover", per each

The unit Contract price per each for "Adjust Existing Manhole, Furnish New Frame and Cover" shall be full pay for all costs associated with adjusting the frame and cover to finished grade, including but not limited to, excavating, furnish and place backfill, furnishing and installing the new frame and cover, compacting, surfacing, and restoration.



1 "Adjust Existing Valve Chamber to Grade", per each

2  
3 The unit Contract price per each for "Adjust Existing Valve Chamber to Grade" shall be full pay  
4 for all costs associated with the adjusting the valve chamber to finished grade, including but not  
5 limited to, excavating, furnish and place backfill, compacting, surfacing, and restoration.

6  
7 "Manhole \_\_\_\_-In. Diam. Type \_\_\_\_, with Cast-in-Place Base", per each.

8  
9 The unit Contract price per each for "Manhole \_\_\_\_-In. Diam. Type \_\_\_\_, with Cast-in-Place Base"  
10 shall be full pay for all labor, equipment and materials required to furnish, excavate for, furnish  
11 and place backfill, compact, and install to finished grade the new manhole with a cast-in-place  
12 base, including, but not limited to, insuring proper support of existing main, channeling,  
13 connection of new pipe, covers, frames, ladders, steps, and handholds, as applicable per  
14 Standard Plans

15  
16 "Catch Basin Type 2 Additional Height, \_\_\_\_ In. Diam.", per linear foot.

17  
18 "Pothole Existing Utility", per linear foot

19  
20 The unit contract price per linear foot for "Pothole Existing Utility" shall be full pay for all labor,  
21 equipment, and materials required to perform potholing, complete and close the pothole, and  
22 construct temporary pavement repair in accordance with these specifications, and section 5-04.

23  
24  
25  
26 **END OF SECTION**  
27  
28

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**  
2 **(March 23, 2010 Tacoma GSP)**  
3

4 **7-07.3 Construction Requirements**

5 *Item three of paragraph two is revised to read:*  
6

- 7 4. If sediment and water from structures does not meet the conditions described in 1 or 2  
8 above, the Contractor shall collect and dispose of all water used and all debris  
9 generated in cleaning operations. No cleaning water or debris shall be flushed  
10 downstream beyond the limits of the work.  
11

12 *This Section is supplemented with:*  
13

14 All lines shall be cleaned prior to any inspection of an existing drainage line or structure.  
15

16 **7-07.5 Payment**

17 *This section is revised to read:*  
18

19 All costs for cleaning existing drainage structures shall be included in other bid items in the Bid  
20 Proposal.  
21  
22

1 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**  
2 **(September 20, 2018 Tacoma GSP)**  
3

4 **7-08.3(1)A Trenches**

5 *The tenth paragraph of this section is deleted. All dewatering requirements are found in section*  
6 *8-01.3(1)C.*  
7

8 **7-08.3(1)B Shoring**

9 *This section is supplemented with the following:*  
10

11 Shoring shall be completed as specified in Specification Section 2-09.  
12

13 **7-08.3(1)C Bedding the Pipe**

14 *This section is supplemented with the following:*  
15

16 Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma  
17 Standard Plan No. SU-16.  
18

19 **7-08.3(2)F Plugs and Connections**

20 *This section is supplemented with the following:*  
21

22 Rigid Couplings shall be used at any pipe joint in which bell and spigot or fused joints are not  
23 used. Flexible couplings are not permitted, except for side sewer installation. The rigid  
24 couplings shall be Romac, JCM Industries, or Krausz-USA, or an Engineer approved equal.  
25

26 **7-08.3(2)G Jointing of Dissimilar Pipe**

27 *This section is revised to read:*  
28

29 Rigid Couplings shall be used at any pipe joint in which bell and spigot or fused joints are not  
30 used. Flexible couplings are not permitted, except for side sewer installation. The rigid  
31 couplings shall be Romac, JCM Industries, or Krausz-USA, or an Engineer approved equal.  
32

33 **7-08.3(3) Backfilling**

34 *The second paragraph is revised to read:*  
35

36 Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma Standard Plan  
37 No. SU-16. (Pipe zone backfill shall meet the requirements of Section 9-03.9(3) for Crushed  
38 Surfacing Top Course. Backfill above pipe zone and extra excavation area backfill material shall  
39 meet the requirements of Section 9-03.12(2), Gravel Backfill for Walls.) Recycled concrete shall  
40 not be used for pipe zone bedding, pipe zone backfill, backfill above pipe zone, and extra  
41 excavation area backfill.  
42

43 *The fourth paragraph is revised to read:*  
44

45 Backfill above the pipe zone shall be accomplished in such a manner that the pipe will not be  
46 shifted out of position nor damaged by impact or overloading. If pipe is being placed in a new  
47 embankment, backfill above the pipe zone shall be placed in accordance with Section 2-  
48 03.3(14)C. If pipe is being placed under existing paved areas, or Roadways, backfill above the  
49 pipe zone shall be placed in horizontal layers no more than 12-inches thick and compacted to  
50 95-percent maximum density. If pipe is being placed in non-traffic areas, backfill above the pipe  
51 zone shall be placed in horizontal layers no more than 12-inches thick and compacted to 85-

1 percent maximum density. All compaction shall be in accordance with the Compaction Control  
2 Test of Section 2-03.3(14)D. Material excavated from the trench shall be used for backfill above  
3 the pipe zone, except that organic material, frozen lumps, wood, rocks, or pavement chunks  
4 larger than 6-inches in maximum dimension shall not be used. Material determined by the  
5 Engineer to be unsuitable for backfill at the time of excavation shall be removed and replaced  
6 with imported backfill material meeting the requirements of Section 9-03.12(2). Material  
7 determined to be suitable for backfill at the time of excavation shall be stockpiled and used for  
8 backfill material. If the stockpiled material becomes unsuitable, the Contractor shall furnish  
9 suitable material in an amount equal to that, which became unsuitable, at no expense to the  
10 Contracting Agency.

11  
12 *Section 7-08.3 is supplemented with the following:*

13 **7-08.3(5) Temporary Bypass Pumping**

14  
15 It shall be the Contractor's responsibility to maintain operation of the existing storm and/or  
16 sanitary sewer systems throughout the duration of the project without any interruption of sewer  
17 service. The Contractor shall divert all flows around each segment of the pipe designated for  
18 replacement. This diversion shall consist of redirecting flow from an upstream manhole and  
19 pumping it to a manhole downstream of the replacement operation. After the pipe replacement  
20 work is completed and accepted by the City, flow shall be returned to the reconstructed storm or  
21 sanitary sewer. The area affected by the bypass operation shall be fully restored.

22  
23 Bypass pumping shall be scheduled for continuous operation with back-up equipment available  
24 at all times for periods of maintenance and refueling or failure of the primary bypass pump(s) or  
25 diversion system. If the Contractor's operation requires bypass pumping at night, he/she must  
26 provide monitoring personnel at all times to ensure the system remains functional.

27  
28 Bypass pumping shall be done in such a manner as not to damage private or public property, or  
29 create a nuisance or public menace. The pumped sewage or stormwater shall be in enclosed  
30 hoses or pipes that are adequately protected from traffic, and shall be redirected into the  
31 appropriate sewer system. The discharge of storm water to private property, city streets,  
32 sidewalks, sanitary sewer, or any location other than an approved storm sewer is prohibited.  
33 The discharge of sewage to private property, city streets, sidewalks, storm sewer, or any  
34 location other than an approved sanitary sewer is prohibited. The Contractor shall be liable for  
35 all cleanup, damages, and resultant fines should the Contractor's operation cause any backups,  
36 overflows, or property damage.

37  
38 The Contractor's bypass operation shall be sized to handle, at a minimum, the full pipe capacity  
39 in each subject line removed from service. If flow conditions are greater than full pipe, the  
40 Contractor may elect to wait for flow conditions to subside prior to removing the subject line from  
41 service. Working days may be adjusted per Specification 1-08.5. Once the Contractor removes  
42 a section of line from service he/she is responsible to bypass any and all flow in the system  
43 during construction, even in the event the system surcharges and exceeds the full pipe capacity,  
44 until the line is returned to service.

45  
46 The Contractor shall submit a Bypass Pumping Plan in accordance with Section 1-05. The  
47 Contractor's plan for bypass pumping shall be reviewed by the City before the Contractor will be  
48 allowed to commence bypass pumping. The review of the bypassing system and equipment by  
49 the Engineer shall in no way relieve the Contractor of his responsibility and public liability.  
50

1 The Contractor shall use hard pipe to bypass sewers 12-inches in diameter or greater. The  
2 Contractor shall not block any driveways or intersections, but shall bury the pipe to allow  
3 continuous access through intersections and driveways.  
4

5 The Contractor may use lay-flat hose to bypass storm and sanitary sewers that are less than 12  
6 inches in diameter. The Contractor shall ensure that sewage spills do not occur with the use of  
7 lay flat hoses. If sewage spills occur, the Contractor will be required to use hard pipe for all  
8 sanitary sewers.  
9

#### 10 **7-08.3(6) Abandon Existing Pipe**

11  
12 If construction of the new sewer pipe does not result in the removal of the existing pipe due to  
13 differing alignments, then the existing pipe shall be abandoned in place as shown in the Plans.  
14 The Contractor shall plug all pipe branches, stubs, or other open ends of the pipe to be  
15 abandoned and fill with CDF. The Contractor shall submit a Pipe Abandonment Plan in  
16 accordance with Section 1-05.3 describing the proposed methods for filling the pipes with CDF,  
17 specifically addressing how the pipes will be filled in a manner that will prevent air pockets from  
18 being left in the abandoned pipe. The CDF mix design shall meet the requirements of Section  
19 2-09.3(1)E.  
20

21 If the pipes to be abandoned are removed and disposed of during construction of the new  
22 sewers, all costs for the removal and disposal shall be included in the unit contract price for  
23 "Structure Excavation, Class B," at per cubic yard.  
24

#### 25 **7-08.4 Measurement**

26 *This section is supplemented with the following:*  
27

28 No specific measurement shall apply to the lump sum item "Temporary \_\_\_\_ Sewer Bypass".  
29

30 No specific measurement shall apply to the lump sum item "Temporary \_\_\_\_ Sewer Bypass  
31 Plan".  
32

33 Abandonment of existing sewer pipes will be measured by the cubic yard of CDF necessary to  
34 fill the existing pipes.  
35

#### 36 **7-08.5 Payment**

37 *The bid items "Structure Excavation Class B", "Structure Excavation Classs B Incl. Haul", and*  
38 *"Shoring or Extra Excavation Class B" shall be revised to read:*  
39

40 "Structure Excavation Class B", "Structure Excavation Classs B Incl. Haul", and "Shoring or  
41 Extra Excavation Class B" shall be paid in accordance with Specification Section 2-09.5  
42

43 *This section is supplemented with the following:*  
44

45 "Temporary \_\_\_\_ Sewer Bypass", per lump sum.  
46

47 The lump sum Contract prices for "Temporary \_\_\_\_ Sewer Bypass" shall be full payment for  
48 labor, equipment, and materials, including but not limited to, personnel, fuel, monitoring, power,  
49 pumps, piping, barricades, emergency stand-by equipment, trenching, surface restoration costs,  
50 and all other work necessary to maintain uninterrupted storm and sanitary sewer services by  
51 bypassing the applicable sewer system flows.

1  
2 "Temporary \_\_\_\_ Sewer Bypass Plan", per lump sum  
3

4 The lump sum Contract price for "Temporary \_\_\_\_ Sewer Bypass Plan" shall be full pay for all  
5 costs, including but not limited to, preparing, submitting, revising, and resubmitting revisions for  
6 the Temporary Bypass Plan.  
7

8 "CDF for Pipe Abandonment", per cubic yard.  
9

10 The unit Contract price for "CDF for Pipe Abandonment" shall be full payment for all labor,  
11 materials, and equipment necessary to abandon the sewer pipes.  
12

13  
14 **END OF SECTION**  
15  
16

**7-17 SANITARY SEWERS**  
**(March 4, 2014 Tacoma GSP)**

**7-17.1 Description**

*This section is supplemented with the following:*

All references to sanitary sewer shall also mean storm sewers.

**7-17.2 Materials**

*The first paragraph is revised to read:*

Pipe materials used for storm and sanitary sewers shall be as shown on plans. All references to PVC shall mean Solid Wall PVC Sewer Pipe. Profile Wall PVC will not be permitted.

*This section is supplemented with the following:*

Polyvinyl Chloride (PVC) Pressure Pipe (4-inches and over) 9-30.1(5)A

**7-17.3(2)A General**

*The first paragraph is revised to read:*

Sewers and appurtenances shall be cleaned and tested after backfilling by either exfiltration or low-pressure air method at the option of the Contractor, except where the ground water table is such that the Engineer may require the infiltration test.

**7-17.3(2)H Television Inspection**

*The first sentence is revised to read:*

The Contractor shall video inspect all sanitary and storm sewers prior to paving where paving occurs over sewers, or prior to final acceptance.

The Contractor is to provide the City 72 hours of advanced notice so that a City representative may be present during the inspection if so elected. The video shall be submitted for review which may take up to ten (10) working days. If more than ten (10) working days are required for the Engineer's review of the videos, an extension of time will be considered in accordance with 1-08.8. At a minimum, the video files shall meet the technical requirements of 7-17.3(3). No claim will be allowed for damages, or extensions of time resulting from the rejection of a video due to not meeting the technical requirements, or issues as seen visually with the constructed assets as shown by the video.

**7-17.3(3) Technical Requirements**

*Add the following new section:*

CCTV inspection work must be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations. Coding and observation results shall be recorded and presented on a per asset basis, manhole to manhole. A pipe asset is defined as one continuous pipe from the upstream manhole to the downstream manhole. Footage shall be recorded with the starting and ending points being the center of the manholes. The television camera shall have a resolution of 700 lines minimum and shall have a source of illumination attached to it.

1  
2 The video file format for all CCTV Inspections shall be an unmodified NASSCO-PACP Certified  
3 Access Database conducted entirely in digital format with electronic reference to the survey  
4 which is intended to be imported into the City's viewing software, GraniteNet. The PACP  
5 database shall include the City's SAP pipe segment ID. The entire inspection survey shall be  
6 recorded in MPEG-2 or .wmv format. No other file format will be accepted unless approved by  
7 the City.

8  
9 The Contractor shall provide video identifying the pipe segment by manhole numbers and pipe  
10 segment number. The inspection shall identify all connections, general conditions of the sewer  
11 pipelines, problem areas, location of all connections or problem areas by linear footage, and  
12 observations concerning the condition of the pipe joints. The camera system used shall be  
13 capable of travelling up to 500 linear feet.

14  
15 Although newly constructed, the sewers will likely be in service with flow present during  
16 inspections. The lens shall remain clean and clear for the duration of the CCTV inspection.  
17 Should the lens become soiled, or fogged, or otherwise impaired to any degree that impedes  
18 the ability to clearly see the condition of the pipe, the inspection shall be halted to clean and  
19 clear the lens. No additional compensation will be made for re-inspections required by the City  
20 due to soiled, fogged, or otherwise impaired camera lenses.

21  
22 The Contractor shall maintain sufficient light levels within the main to allow for visual inspection  
23 of the pipe walls for a minimum of four feet for all pipe sizes. Additionally, the Contractor shall  
24 make certain that the light levels are not so bright that visual inspection is impeded.

25  
26 Each individual video inspection shall also include the associated video inspection report for that  
27 segment which shall include the following information:

- 28 • Date of Inspection
- 29 • Main segment number (SAP)
- 30 • Upstream and Downstream Manhole Numbers (SAP)
- 31 • Street Location
- 32 • Setup (Normal or Reverse Flow)
- 33 • Pipe size and material
- 34 • Status (Active or Inactive) of all side sewers
- 35 • Location, length, and depth of water of sags
- 36 • Location and description of defects

37 The CCTV Inspection shall include the following information:

- 38 • Date of Inspection
- 39 • Main segment number
- 40 • Upstream and downstream manhole numbers
- 41 • Current distance along the mainline

42  
43 In addition, the Contractor shall perform wastewater side sewer inspections for all side sewers  
44 reconnected to a new wastewater main, where they exist, via a mainline camera with a lateral  
45 launching setup. The lateral launch camera shall be capable of extending at least 30 feet from  
46 the main into side sewers and shall include an on-screen footage counter. The quality of the  
47 side sewer inspection shall meet the same requirements as the mainline camera. The lateral  
48 launch camera be self-leveling and shall also include a sonde transmitter to locate the side  
49 sewer in the event of a defect.



#### 7-17.4 Measurement

*This section is supplemented with the following:*

Removal and replacement of unsuitable, contaminated and non-contaminated, backfill material will be determined by the cubic yard in place, based on a neat line measurement per this Section and Section 2-09. Any removal and replacement of unsuitable material outside neat line measurement shall be incidental to the Bid item.

**Horizontal Limits:** The horizontal limits shall be as defined in Section 2-09.4.

**Longitudinal Limits:** The longitudinal limits shall be as defined in Section 2-09.4.

**Lower Limits:** The lower limits shall be the top of the pipe zone as shown on Standard Plan No. SU-16.

**Upper Limits:** The upper limits shall be the subgrade elevation of the proposed roadway section or pavement patch section.

All costs associated with the disposal of material located above the upper limits shall be included in the unit contract price for other items of work, unless a proposal item is included for this specific item of work.

Pipe zone limits are as defined in Standard Plan SU-16.

#### 7-17.5 Payment

*The first paragraph is supplemented with the following:*

“PVC Storm Sewer Pipe \_\_\_\_ In. Diam.”, per linear foot.

*The second paragraph is revised to read:*

The unit Contract price per linear foot for sewer pipe of the kind and size specified shall be full pay for the furnishing, hauling, and assembling in place the complete installation, including but not limited to, disposal of material excavated within the pipe zone, furnishing and installing pipe bedding and backfill material within the pipe zone, and all wyes, tees, special fitting, joint materials, and other appurtenances necessary for the completion of the installation to the required line and grade, unless proposal items are included for these specific items of work.

*The pay item “Removal and Replacement of Unsuitable Material” is revised to read:*

“Removal and Replacement of Unsuitable Material”, per cubic yard.

The unit Contract price per cubic yard for “Removal and Replacement of Unsuitable Material” shall be full pay for all work required to haul and dispose of the unsuitable material as specified in Section 7-08.3(1)A and the furnishing of suitable backfill material as specified in Section 7-08.3(3).

**END OF SECTION**

## **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

**(\*\*\*\*\*)**

### **8-01.1 Description**

*This section is supplemented with the following:*

The City of Tacoma Stormwater Management Manual is available on the City's website at [www.cityoftacoma.org/stormwatermanual](http://www.cityoftacoma.org/stormwatermanual).

The City of Tacoma has been issued a Washington State Department of Ecology NPDES Construction Stormwater General Permit for this project. This Work also consists of administration and compliance with the requirements of this permit for this project. A copy of this permit is included in the Appendix of these Special Provisions.

### **8-01.3(1) General**

*The third sentence of the first paragraph is revised to read:*

The adaptive management shall use the means and methods identified in this section and the means and methods identified in the Washington State Department of Transportation's *Temporary Erosion and Sediment Control Manual* or the City of Tacoma's *Stormwater Management Manual* for construction stormwater.

*This section is supplemented with the following:*

The Contractor shall perform all work in compliance with the NPDES Construction Stormwater General Permit issued for this project.

The permit shall be transferred to the Contractor prior to issuance of a Notice to Proceed and terminated upon completion of the project per the following:

1. The City will provide the Contractor with a Transfer of Coverage form prior to issuing a Notice to Proceed.
2. The Contractor shall sign and return the Transfer of Coverage form to the City.
3. The City will process the transfer and pay any associated transfer fees to the Washington State Department of Ecology.
4. Once the transfer is complete and a Notice to Proceed has been issued, the Contractor is responsible for performing all work in compliance with the permit and the plans and specifications.
5. The Contractor shall pay any renewal fees if the need for permit renewal is caused by contractor, otherwise the City will pay all renewal fees.
6. Upon Physical Completion of the Work the Contractor shall submit a Notice of Termination to the Washington State Department of Ecology and provide the City documentation that the termination is effective.

### **8-01.3(1)A Submittals**

*This section is revised to read:*

The Contractor shall prepare and implement a project-specific Construction Stormwater Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater Management Manual (SWMM), Volume 2. The SWPPP is a document that describes the

potential for pollution problems on a construction site and explains and illustrates the measures to be taken on the construction site to control those problems.

The Construction SWPPP shall be prepared as a stand-alone document consisting of two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary Erosion and Sediment Control (TESC) Plans.

The Contracting Agency has prepared the Construction Stormwater Pollution Prevention Plan Checklist to aid the Contractor in development of the SWPPP. This checklist provides the Contractor with a tool to determine if all the major items are included in the Construction SWPPP and on the TESC Plans and can be found in Volume 2, Chapter 2 of the SWMM. Contractors are encouraged to complete and submit this checklist with the Construction SWPPP.

The City of Tacoma has prepared a SWPPP template that can be used for projects in the City of Tacoma. The template can be found on Tacoma's website at:

<https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=144265>. The Contractor developing the SWPPP must ensure that all references are appropriate for the Project.

The SWPPP is considered a "living" document that shall be revised to account for additional erosion control/pollution prevention BMPs as they become necessary and are implemented in the field during project construction. A copy of the most current SWPPP and TESC Plan shall remain on-site at all times and an additional copy shall be forwarded to the Engineer. At the Contractor's preference, revisions to the SWPPP and TESC Plan may be forwarded to the Engineer rather than submitting a complete document. Revisions to the SWPPP and TESC Plan may be kept on-site in a file along with the original SWPPP document.

The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working day following the inspection.

#### **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

*This section is revised to read:*

The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the contact information for the ESC Lead shall be added to the Stormwater Pollution Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current Certified Professional in Erosion and Sediment Control (CPESC) certificate from a course approved by the Washington State Department of Ecology. The CESCL or CPESC shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The CESCL or CPESC shall direct implementation of the measures identified in the SWPPP and as shown on the TESC plan. Implementation shall include, but is not limited to the following:

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the SWPPP and as shown on the TESC plan. Damaged or inadequate BMPs shall be corrected as needed to assure

- 1 continued performance of their intended function in accordance with BMP  
2 specifications and Permit requirements.
- 3 2. Performing monitoring as required by the NPDES Construction Stormwater General  
4 Permit.
- 5 3. Inspecting all on-site erosion and sediment control BMPs at least once every  
6 calendar week and within 24 hours of any discharge from the site. A SWPPP  
7 Inspection report or form shall be prepared for each inspection and shall be included  
8 in the SWPPP file. A copy of each SWPPP Inspection report or form shall be  
9 submitted to the Engineer no later than the end of the next working day following the  
10 inspection. The report or form shall include, but not be limited to the following:  
11 a. When, where, and how BMPs were installed, maintained, modified, and  
12 removed.  
13 b. Observations of BMP effectiveness and proper placement.  
14 c. Recommendations for improving future BMP performance with upgraded or  
15 replacement BMPs when inspections reveal SWPPP inadequacies.  
16 d. Approximate amount of precipitation since last inspection and when last  
17 inspection was performed.
- 18 4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the  
19 following:  
20 a. SWPPP Inspection Reports or Forms.  
21 b. SWPPP narrative.  
22 c. National Pollutant Discharge Elimination System Construction Stormwater  
23 General Permit (Notice of Intent).  
24 d. All documentation and correspondence related to the NPDES Construction  
25 Stormwater General Permit.  
26 e. Other applicable permits.  
27

28 Upon request, the file shall be provided to the Engineer for review.  
29

### 30 **8-01.3(1)C Water Management**

31 *This section is revised to read:*  
32

33 **General.** The Contractor is responsible for keeping excavations free from standing water during  
34 construction and disposing of the water in a manner that will not cause pollution, injury to public  
35 or private property, or cause a nuisance to the public. Groundwater flowing toward, into, or  
36 within excavations shall be controlled to prevent sloughing of excavation walls, boils, uplift, and  
37 heave in the excavation, and to eliminate interference with orderly progress of construction.  
38 The control of groundwater shall be such that softening of the bottom of excavations, or  
39 formation of "quick" conditions or "boils" during excavation, shall not occur. The Contractor is  
40 responsible for all foundation material required due to lack of dewatering efforts.  
41

42 **Dewatering Requirements.** The Contractor shall design, construct, and operate a dewatering  
43 system in accordance with this Section and the SAD Authorization. The Contractor shall have  
44 competent workers available at all times for the continuous and successful operation of the  
45 dewatering and monitoring system.  
46

47 **Dewatering Plan.** The Contractor shall submit a dewatering plan to the Engineer for review in  
48 accordance with Section 1-05.3 prior to the start of construction. Review of the dewatering plan  
49 submitted by the Contractor shall not relieve the Contractor from full responsibility for adequate  
50 design and performance of the system. The Contractor shall be solely responsible for the

proper design, installation, operation and maintenance of the dewatering system. The Contractor shall be liable for any damages caused by system failure.

The dewatering plan shall include the following components:

1. System Components – Describe the method and equipment proposed for dewatering the excavation. The Contractor shall have on hand sufficient pumping equipment and machinery in good working condition for all emergencies, including power outage and flooding
2. Treatment Method – Describe how dewatering water that is to be discharged to the City's sanitary sewer system will be treated to meet the applicable discharge limits of the Special Approved Discharge Authorization and Tacoma Municipal Code 12.08. Provide applicable calculations.
3. Point of Discharge – Describe the point of discharge of the dewatering water. Any discharges to private property will require written documentation from the property owner that this point of discharge is permitted. The Contractor shall provide all proposed points of discharge as part of the Special Approved Discharge Authorization Application.
4. Maintenance Plan – Describe how the designed system will be maintained over the course of the project.
5. Monitoring Plan – Describe how discharge will be monitored to ensure compliance with all discharge requirements.
6. Special Approved Discharge (SAD) Authorization Application – The Contractor shall apply for a SAD Authorization as part of the dewatering plan. No discharge of dewatering water to the City's sewer systems will be permitted without obtaining this authorization. The City Construction Manager will provide the SAD authorization application to the Contractor after award of the contract.

#### **Requirements for Dewatering Water Discharge to the Storm Sewer System.**

Dewatering water will not be permitted to be discharged into the storm water system on this project.

#### **Requirements for Dewatering Water Discharge to the Sanitary Sewer System.**

Prior to discharge of dewatering water to the City's sanitary sewer system, sediment control BMPs must be employed. Groundwater discharges to the sanitary sewer system shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS analysis may be completed by the City Lab with a three-day turnaround, or by a third party laboratory at no additional cost to the City.

In addition to the TSS Requirements, the water shall contain no visible oil sheen or chemical odors. If the Contractor encounters any signs of oil within the soil or dewatering water, including any sheen on the water, and/or any chemical odor in the water or soils, the Engineer and Source Control shall be notified immediately and all discharges to the sanitary sewer system shall be stopped immediately.

In the presence of oil sheens and/or chemical odors, the Contractor shall test the dewatering water prior to discharge for contaminants referenced in the Special Approved Discharge Authorization and Tacoma Municipal Code 12.08.020. All discharges to the City's sanitary sewer system shall not exceed the limits of the Special Approved Discharge Authorization or TMC 12.08.020, whichever is most stringent.

The Contractor shall control the flow of water into the downstream system to ensure that the capacity of the City's sanitary sewer system is not exceeded as a result of the additional flows caused by the dewatering water. The Contractor shall contact the Engineer to request pipe capacity information for the Contractor's proposed discharge points.

The Contractor shall measure and record in gallons the total quantity of dewatering water discharged to the sanitary sewer system. This can be done by metering the flow or calculating batch discharges based on the volume of tanks used. In accordance with the SAD Authorization, the Contractor shall report the discharge quantities with the associated test results to Source Control.

### **8-01.3(2) Temporary Seeding and Mulching**

#### **8-01.3(2)B Temporary Seeding**

*The first paragraph is supplemented with the following:*

All seeding areas shall be seeded with the following mix:

Type of Seed	% by Weight
Chewings or Annual Bluegrass <i>Festuca rubra var. commutate</i> or <i>Poa anna</i>	40
Perennial Rye <i>Lolium perenne</i>	50
Redtop or Colonial Bentgrass <i>Agrostis alba</i> or <i>Agrostis tenuis</i>	5
White Dutch Clover <i>Trifolium repens</i>	5

The rate of application shall be 120 lbs per acre.

Seeding fertilizer shall be per seed supplier's recommendations for hydroseed application.

*The fifth paragraph is supplemented with the following:*

Seed shall be distributed uniformly over the designated area. Half of the seed shall be sown with the sower moving in one direction, and the remainder with the sower moving at right angles to the first sowing.

#### **8-01.3(2)D Temporary Mulching**

*This section is supplemented with the following:*

The Contractor shall reapply mulch as needed to protect exposed soil and seeded areas from erosion.

#### **8-01.3(2)E Tackifiers**

*This section is supplemented with the following:*

The Contractor shall follow the requirements of the City of Tacoma Surface Water Management Manual BMP C120 for using tackifiers with hydro seeding.

1 **8-01.3(7) Stabilized Construction Entrance**

2 *The third paragraph is revised to read:*

3  
4 When the contract requires a wheel wash in conjunction with the stabilized entrance, the details  
5 for the wheel wash and the method for containing and treating the sediment-laden runoff shall  
6 be included as part of the SWPPP and TESC Plan.

7  
8 **8-01.3(8) Street Cleaning**

9 *The fourth paragraph is revised to read:*

10  
11 Street washing with water shall not be permitted.

12  
13 **8-01.3(9)D Inlet Protection**

14 *Replace the third paragraph of this section with the following:*

15  
16 When the depth of accumulated sediment and debris reaches approximately 1/3 the height of  
17 an internal device or 1/3 the height of the external device (or less when so specified by the  
18 manufacturer), or as designated by the Engineer, the sediment and debris shall be removed and  
19 disposed of per SWMM BMP C220 or as specified on the Plans or within the SWPPP.

20  
21 *The section is supplemented with the following:*

22  
23 Only bag-type filters are allowed for use in the public right of way.

24  
25 **8-01.3(10) Wattles**

26 *The fifth and sixth sentences of the first paragraph are revised to read:*

27  
28 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose soils, in  
29 high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or 1/2 to 2/3 the  
30 thickness of the wattle, whichever is greater.

31  
32 **8-01.4 Measurement**

33  
34 **8-01.4(2) Item Bids**

35 *This section is supplemented with the following:*

36  
37 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution  
38 Prevention Plan (SWPPP)".

39  
40 No specific unit of measurement shall apply to the lump sum item "Dewatering Plan".

41  
42 No specific unit of measurement shall apply to the lump sum item "NPDES Construction  
43 Stormwater General Permit".

44  
45 No specific unit of measure shall apply to the lump sum item "Erosion Control".

1 **8-01.5 Payment**

2 *This section is supplemented with the following:*

3  
4 Where removal of erosion control BMPs is directed by the Engineer according to 8-01.3(16) or  
5 according to these specification and the plans, removal shall be included in the lump sum or unit  
6 cost for these respective BMPs.

7  
8 **8-01.5(2) Item Bids**

9 *This section is supplemented with the following:*

10  
11 “Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum

12  
13 The lump sum contract price for “Stormwater Pollution Prevention Plan (SWPPP)” shall be full  
14 pay for all costs, including but not limited to, preparing, submitting, revising, and resubmitting  
15 revisions for the Stormwater Pollution Prevention Plan.

16  
17 “Erosion/Water Pollution Control”, per lump sum.

18  
19 The lump sum contract price for “Erosion/Water Pollution Control” shall be full pay for all cost for  
20 labor, equipment, and materials to perform all work associated with erosion control. Work shall  
21 include, but shall not be limited to, furnishing, purchase and delivery or required materials,  
22 installation and maintenance of temporary erosion and sediment control measures, and all costs  
23 incurred by the Contractor in performing the Contract Work defined in Section 8-01, except for  
24 unit bid items in Section 8-01 when these are included in the bid proposal. It is the Contractor’s  
25 responsibility to maintain, repair, and replace any and all erosion control measures as required  
26 to maintain compliance with the NPDES Construction Stormwater General Permit and Tacoma  
27 Municipal Code 12.08 for the entire duration of the Project.

28  
29 “Dewatering Plan”, per lump sum.

30  
31 The lump sum contract price for “Dewatering Plan” shall be full pay for all costs, including but  
32 not limited to, preparing, submitting, revising, and resubmitting revisions for the Dewatering  
33 Plan.

34  
35 “NPDES Construction Stormwater General Permit”, per lump sum.

36  
37 The lump sum contract price for “NPDES Construction Stormwater General Permit” shall be full  
38 pay for all costs, including but not limited to, transfer of coverage, sampling, monitoring,  
39 reporting, coordinating, inspecting, materials and labor, and all fees and any other expenses  
40 necessary to fully comply with the requirements of the Permit, up to and including termination of  
41 the Permit and completion of the Work. The lump sum price shall also include all costs  
42 necessary to supply the City of Tacoma with all information as necessary to ensure compliance  
43 with the permit.

44  
45  
46 **END OF SECTION**  
47  
48



## 8-02 ROADSIDE RESTORATION

(\*\*\*\*\*)

### 8-02.2 Materials

*This section is supplemented with the following:*

Root barrier shall be rigid-type root barrier module panels and shall be at least 75 percent recycled polypropylene or high-impact polystyrene with added ultraviolet inhibitors. Material shall have 0.060-inch to 0.075-inch wall thickness, 18-inch height. Panels shall have reinforcing ribs 1/2-inch deep, raised vertical ribs running perpendicular to sheet, 6 inches on center.

### 8-02.3 Construction Requirements

#### 8-02.3(4) Topsoil

*This section is supplemented with the following:*

The Contractor shall use Topsoil Type A in accordance with Special Provisions Section 9-14.2 unless otherwise shown on the Plans or as approved by the Engineer.

#### 8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

*This section is supplemented with the following:*

All grades shall be maintained in the areas to be planted in a true and even condition. The contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades have not been established, the areas shall be finish graded and all surfaces left in an even and compacted condition. The finished grade shall be such that after planting, the grade shall be flush with adjoining surfaces; positive drainage shall also be maintained.

#### 8-02.3(5)A Seeding Area Preparation

*Item 4. of this section is revised to read:*

4. Amended topsoil shall be cultivated to a depth of **8** inches or imported and placed in accordance with Standard Plans GSI-01b through GSI-01d. Rake to a smooth even grade without low areas that trap water and compact. The finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, driveways and other structures.

#### 8-02.3(5)B Lawn Area Preparation

*Item 3 is supplemented with the following:*

The depth of cultivation shall be 4 inches.

*Item 4 is revised to read:*

4. Amended topsoil shall be cultivated to a depth of **8** inches settled depth or imported and placed in accordance with Standard Plans GSI-01b through GSI-01d. Rake to a smooth even grade without low areas that trap water and compact. The finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, driveways and other structures.

1 **8-02.3(5)C Planting Area Preparation**

2 *Items 5. of this section is revised to read:*

- 3
- 4 4. Amended topsoil shall be cultivated to a depth of **8** inches or imported and  
5 placed in accordance with Standard Plans GSI-01b through GSI-01d. Do not till  
6 or place loose topsoil without compaction and stabilization measures on slopes  
7 3H:1V or steeper.

8

9 *Item 7 is supplemented with the following:*

10

11 The finished grade shall be such that after planting, the grade shall be flush with adjoining  
12 vegetative surfaces; positive drainage shall also be maintained.

13

14 *Add the following new Item:*

- 15
- 16 9. The contractor shall be careful not to disturb any of the existing or cut slopes.

17

18 **8-02.3(6) Mulch and Amendments**

19 *This section is supplemented with the following:*

20

21 Existing Topsoil areas shall be amended in place with Compost in accordance with Standard  
22 Plan GSI-01b as specified or as shown per Plans.

23

24 Compost amendment shall be included in Topsoil Type A, B, or C in accordance with Standard  
25 Plans GSI-01c and GSI-01d, and compost content is included in the Topsoil quantity.

26

27 Coarse Compost can be used as mulch for Planting Areas in accordance with Section 8-  
28 02.3(6)A below.

29

30 **8-02.3(6)A Compost**

31 *This section is supplemented with the following:*

32

33 Compost as a surface applied mulch shall be Coarse Compost in accordance with BMP C125,  
34 Section 1.12 and A900 – Compost, Chapter 21.9, of the City of Tacoma Stormwater  
35 Management Manual.

36

37 The Contractor shall report the amount of cubic yards of Compost incorporated into the project,  
38 both as mulch and as topsoil amendment or content. The Contractor shall submit the quantity  
39 of Compost per type and supplier.

40

41 **8-02.3(8)C Pruning, Staking, Guying and Wrapping**

42 *This section is supplemented with the following:*

43

44 Crossed or rubbing branches shall be removed providing the natural shape of the tree is  
45 preserved. Under no circumstances shall pruning be done prior to inspection and approval of  
46 plants by the Engineer. All cuts shall be made flush with the parent stem leaving no stubs.  
47 Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by  
48 callus growth. Cuts that produce large wounds and weaken the tree will not be acceptable.

49

50 Top growth removal to compensate for root loss shall not exceed one-third (1/3) of the top  
51 growth unless otherwise specified or directed by the Engineer. Cuts created 3/4 inch in

diameter shall be treated with an approved tree wound dressing. All pruning shall produce a clean cut without bruising or tearing the bark and shall be in living wood where the wood can properly heal over.

Evergreens shall not be pruned, except to remove injured branches. The use of pole shears and/or hedge shears for pruning deciduous and evergreen trees will not be permitted. All trimmings and other debris left over from the planting operations shall be collected and disposed of off the site.

All evergreen trees and deciduous trees over 15 feet in height shall be guyed with three wires or cables.

All deciduous and evergreen trees shall be staked the same day of planting.

*Add the following sections:*

#### **8-02.3(8)D Root Barrier**

The Contractor shall stake location for approval of the Engineer before proceeding with installation. Assemble the appropriate number of root barrier panels as required in the Plans. Trench immediately adjacent to hardscape to the appropriate depth for installation of specified root barrier so that top of barrier is 1/2 inch to 1 inch (12.7 mm to 25.4 mm) above finished soil grade. Place root barrier in trench, vertical ribs facing toward planting area and tree roots. Where possible, use pavement edge as a guide for root barrier alignment. Backfill adjacent planting soil against the root barrier to promote clean fit to hardscape. Fill to finish grade.

#### **8-02.3(8)E Tree Watering Bags**

The Contractor shall install one Tree Watering Bag per tree as shown on the plans, following completion of the planting at the start of the watering season. Install Tree Watering Bag in accordance with manufacturer's instructions and 8-02.3(18) Tree Watering Bag.

#### **8-02.3(9) Seeding, Fertilizing, and Mulching**

##### **8-02.3(9)A Dates for Seed Application**

*The first paragraph is revised to read:*

Unless otherwise allowed by the Engineer, and where no irrigation system is to be installed, seed shall be applied during the following periods only:

March 1<sup>st</sup> – June 30<sup>th</sup>

September 1<sup>st</sup> - October 25

##### **8-02.3(9)B Seeding and Fertilizing**

*This section is supplemented with the following:*

All seeding areas shall be seeded with the following mix:

Type of Seed	% by Weight
Dwarf Tall Fescue (several varieties) <i>Festuca arundinacea</i> var.	45

Dwarf Perennial Rye (Barclay) <i>Lolium perenne var. Barclay</i>	30
Red Fescue <i>Festuca rubra</i>	20
Colonial Bentgrass <i>Agrostis tenuis</i>	5

The rate of application shall be 120 lbs per acre.

### **8-02.3(10) Lawn Installation**

#### **8-02.3(10)A Dates and Conditions for Lawn Installation**

*The second paragraph is supplemented with the following:*

Where no irrigation system is to be installed, the lawn shall be placed during the following period only:

March 1<sup>st</sup> – June 30<sup>th</sup>

September 1<sup>st</sup> - October 25

#### **8-02.3(10)B Lawn Seeding and Sodding**

*The first paragraph is supplemented with the following:*

Seed type, rate, and methods of application shall be in accordance with Section 8-02.9.

*The third paragraph is supplemented with the following:*

Topsoil shall be tilled in accordance with City of Tacoma Standard Plan GSI-01b. On sloped areas, the sod strips shall be laid perpendicular to the flow of water.

#### **8-02.3(10)C Lawn Establishment**

*This section is supplemented with the following:*

Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

### **8-02.3(11) Mulch**

*The first paragraph is supplemented with the following:*

Mulch shall be of the type and applied at the rate required in BMPs C120 & 121 of the City of Tacoma Surface Water Management Manual. The contractor shall re-apply mulch to protect exposed soil and seeded areas from erosion.

#### **8-02.3(11)B Bark or Wood Chip Mulch**

*The third sentence of the first paragraph is revised to read:*

Bark or Wood Chip Mulch shall be feathered to plant material trunks, stems, canes, or root collars, Mulch shall be placed so that it is 1-inch below the top of junction and valve boxes, curbs and pavement edges.

*The second sentence of the third paragraph is revised to read:*

Bark or wood chip mulch shall be feathered to plant material trunks, stems, canes, or root collars, and level with the top of junction and valve boxes, curbs and pavement edges.

*This section is supplemented with the following:*

Bark or wood chip mulch in accordance with Section 9-14.5(3) shall be applied to a minimum depth of 3 inches at the location indicated on the Plans or as directed by the Engineer.

Bark or Wood Chip Mulch shall be placed over all planting beds to the depth and at the locations indicated on the Plans. Thoroughly water and hose down plants with a fine spray to wash the leaves of the plants immediately after application.

Mulch shall meet the requirements of Section 9-14.4(3) Bark or Wood Chips of these Special Provisions.

Contractor shall not apply Bark or Wood Chip Mulch directly to the base of tree trunks.

#### **8-02.3(14) Plant Replacement**

*This section is revised to read:*

The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and materials warranty for all planted material. The warranty shall cause the Contractor to remove and replace all rejected plant material during the warranty period. The warranty period shall begin at the date of physical completion of the contract and end one calendar year from that date.

The Contractor shall be responsible for growing or providing enough plants for replacement of all plant material rejected during the warranty period. All rejected plant material shall be replaced at dates approved by the Engineer.

All replacement plants shall be of the same species and quality as the plants they replace. Plants may vary in size reflecting one season of growth should the Contractor elect to hold plant material under nursery conditions for an additional year to serve as replacement plants.

Replacement plants will be subject to the original warranty provision as stated above.

*Add the following new section:*

#### **8-02.3(17) Site Restoration**

During the construction of the roadway or HMA overlay, curb ramp construction, curb and gutter construction, and sidewalk construction; the Contractor shall replace in kind, including but not limited to: any lawn, topsoil, plants, wood chip mulch, garden walls, rockery, or irrigation heads/pipes, affected by the work. Each location of work shall be graded to a smooth and even surface, matching existing grades. Grading shall be accomplished to blend the new work with the existing ground lines and to maintain natural drainage courses. In areas abutting the roadway, or where it is common for pedestrians to walk, lawn restoration shall either be protected from any kind of traffic until the end of the establishment period or left in a manner that is firm when subjected to foot traffic. Restoration of grass areas by placement of seed shall be done through hydro-seeding. Hand seeding will not be allowed, except in small areas as

1 allowed by the Engineer. In addition landscaping items not included in the Proposal shall be  
2 included under "Site Restoration", lump sum.

3  
4 All excess materials shall be removed from the site.

### 5 6 **8-02.3(18) Tree Watering Bag**

7  
8 Each tree watering bag shall be filled to capacity not less than once per week, during the  
9 watering season, which is considered to be April 15th through September 30th. It is the  
10 Contractor's responsibility to monitor the water in each watering bag and advise the City if  
11 additional water cycles are required. The Contractor shall ensure that each watering bag is  
12 functioning correctly and shall replace any malfunctioning, damaged, or stolen watering bags. If  
13 watering a bag is stolen or damaged by the acts of others, the City will pay invoice cost with no  
14 markup only for the replacement watering bags and the Contractor will be responsible for the  
15 labor to install the replacement bags.

16  
17 Watering will be weather dependent. It is the responsibility of the Contractor to monitor the  
18 watering requirements and the frequency may increase or decrease throughout the term of the  
19 Agreement. If more than 0.5 inches of rainfall occurs within a 48-hour period, the contractor  
20 may elect to forgo tree watering until the rainfall has ceased and for a period of 48 hours  
21 following the rain.

22  
23 Upon completion of the contract, the watering bags in good working condition shall become the  
24 property of the City. All other watering bags shall be disposed of by the Contractor. The  
25 Contractor shall deliver the watering bags that are good working condition to Environmental  
26 Services.

### 27 28 **8-02.4 Measurement**

29 *The first paragraph is revised to read:*

30  
31 Topsoil, mulch and soil amendments will be measured by the cubic yard in the haul conveyance  
32 at the point of delivery.

33  
34 *The third paragraph is revised to read:*

35  
36 Compost will be measured by the cubic yard in the haul conveyance at the point of delivery  
37 when included in the proposal.

38  
39 *The seventh paragraph is revised to read:*

40  
41 Compost will be measured by the cubic yard in the haul conveyance at the point of delivery.

42  
43 *The fifteenth paragraph is deleted.*

44  
45 *This section is supplemented with the following:*

46  
47 No specific unit of measure will be applied to the lump sum bid item Site Restoration.

### 48 49 **8-02.5 Payment**

50 *The pay unit of square yards will be used in lieu of acres.*

1 *The following pay items are revised to read:*

2  
3 "Topsoil Type\_\_\_", per cubic yard

4  
5 The unit contract price per cubic yard for "Topsoil Type \_\_\_" shall be full pay for providing the  
6 source of material for Topsoil Type A and C, for pre-excavation weed control, excavating,  
7 loading, hauling, intermediate windrowing, stockpiling, weed control on stockpiles or windrows,  
8 and removal, placing, spreading, processing, cultivating, and compacting topsoil Type A, Type  
9 B, and Type C.

10  
11 "Fine Compost", per cubic yard

12  
13 "Medium Compost", per cubic yard

14  
15 "Coarse Compost", per cubic yard

16  
17 The unit contract price per cubic yard for "\_\_\_ Compost" shall be full pay for furnishing and  
18 spreading the compost onto the existing soil.

19  
20 "Soil Amendment", per cubic yard

21  
22 The unit contract price per cubic yard for "Soil Amendment" shall be full pay for furnishing and  
23 incorporating the soil amendment into the existing soil.

24  
25 "Plant Selection \_\_\_", per each.

26  
27 Payment for "Plant Selection \_\_\_" shall be full pay for all materials, labor, tools, equipment and  
28 supplies necessary for weed control within planting areas, planting area preparation, root  
29 barrier, tree watering bags, fine grading, planting, cultivating, water, and clean-up for the  
30 particular items called for in the Plans until the physical completion date of the contract. A one  
31 (1) year plant warranty shall be included in the unit contract price.

32  
33 *Paragraphs 14 through 17, pertaining to partial payment, are deleted.*

34  
35 *Paragraphs 20 through 26, pertaining to partial payment, are deleted.*

36  
37 *The following pay items are revised to read:*

38  
39 "Bark or Wood Chip Mulch", per cubic yard

40  
41 The unit contract price per cubic yard for "Bark of Wood Chip Mulch" shall be full pay for  
42 furnishing and spreading the compost onto the existing soil.

43  
44 "Site Restoration", per lump sum.

45  
46 The lump sum payment for "Site Restoration" shall be full pay for all materials, labor, tools,  
47 equipment, and supplies necessary for restoration of the job site and any landscape items  
48 according to the Plans and Specifications, including but not limited to replacement of irrigation  
49 appurtenances, grass sod/seed, planting area preparation, soil amendment, grading, cultivating,  
50 planting, mulching, cleanup, and water necessary to complete the site restoration, as specified.

51  
52 *The last paragraph is deleted.*

53  
54 **END OF SECTION**

1 **8-04 CURBS, GUTTERS, AND SPILLWAYS**  
2 **(April 1, 2018 Tacoma GSP)**

3  
4 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

5 *The first paragraph is revised to read:*

6  
7 Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with air  
8 entrained concrete Class 3000 conforming to the requirements of Section 6-02.

9  
10 *The first sentence in the fourth paragraph is revised to read:*

11  
12 Expansion joints in the Curb or Curb and Gutter shall be spaced at 15-foot intervals; and shall be  
13 located at both ends of all curb returns, drainage structures, bridges, and cold joints with existing  
14 curbs and gutters.

15  
16 *Section 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways is supplemented with the*  
17 *following:*

18  
19 **8-04.3(1)C Integral Cement Concrete Curb**

20  
21 When integral curb is being constructed with the pavement, fresh concrete for the integral curb  
22 shall be placed at such time as will enable the top section of the curb to be consolidated,  
23 finished, and bonded to the pavement slab while the concrete is plastic.

24  
25 Where curb is not being placed integral with the pavement slab, reinforcing steel dowels shall  
26 be placed in the base section for the curb in accordance with the standard drawing.

27  
28 *Section 8-04.3 Construction Requirements is supplemented with the following:*

29  
30 **8-04.3(6) Cold Weather Work**

31  
32 The following additional requirements for placing concrete shall be in effect from November 1 to  
33 April 1:

- 34  
35
  - The Engineer shall be notified at least 24 hours prior to placement of concrete.
  - All concrete placement shall be completed no later than 2:00 p.m. each day.
  - Where forms have been placed and the subgrade has been subjected to frost, no  
38 concrete shall be placed until the ground is completely thawed. At that time, the forms  
39 shall be adjusted and subgrade repaired as determined by the Engineer.
  - When temperatures below 35 degrees Fahrenheit are predicted up to 7 days after  
40 pouring the concrete, the concrete shall be covered in blankets.

41  
42

43 **8-04.5 Payment**

44 *This section is supplemented with the following:*

45  
46 "Integral Cement Conc. Traffic Curb", per linear foot  
47 "Extruded Curb Type \_\_\_\_\_", per linear foot.  
48  
49  
50



1    *The bid item "Cement Conc. Traffic Curb and Gutter" is revised to read:*

2  
3    "Cement Conc. Traffic Curb and Gutter", per linear foot

4  
5    The unit contract price per linear foot for "Cement Conc. Traffic Curb and Gutter" shall be full  
6    pay for all labor, tools, equipment, and materials required to construct concrete curbs and  
7    gutters according to the Plans and these Specifications. This bid item shall include all other  
8    curb types that are not specifically included in the bid Proposal.

9  
10  
11  
12                   **END OF SECTION**  
13  
14  
15

1 **8-09 RAISED PAVEMENT MARKERS**

2  
3 **8-09.4 Measurement**

4 *This section is revised to read:*

5  
6 Measurement of markers will be measured by per each for each type of marker furnished and  
7 set in place.

8  
9 **8-09.5 Payment**

10 *All references to "per hundred" in this section are revised to read "per each".*

11  
12  
13 **END OF SECTION**  
14

## **8-12 CHAIN LINK FENCE AND WIRE FENCE**

(\*\*\*\*\*)

### **8-12.1 Description**

*This section is supplemented with the following:*

This work shall also include constructing cedar fence at the height specified, consisting of posts, stringers, and cedar fence boards, to the lines and grades shown on the plans.

### **8-12.2 Materials**

*The first paragraph is supplemented with the following:*

Sawed Fence Posts	9-09.2(3)
Preservative Treatment	9-09.3
Nails	9-06.22

### **8-12.3 Construction Requirements**

#### **8-12.3(1)C Tension Wire**

*This section is supplemented with the following:*

In lieu of a tension wire supporting the top of the chain link fabric the Contractor shall install a top rail with a minimum diameter of 1 1/4-inch and fasten the chain link fabric to the rail in the same manner used to secure the fabric to posts, with a maximum distance between fasteners of 24-inches.

*Add this new section:*

#### **8-12.3(3) Wood Fence**

The Contractor shall salvage the existing fence, including gates but excluding posts, and reinstall the fence, including gates, at the location shown on the plans on new posts. The Contractor shall provide and install new fence material if an insufficient amount of material is salvaged without damage, all new material shall be substantially similar to undamaged, salvaged material. Any damaged or unused material, after reinstallation, shall become the property of the Contractor.

#### **8-12.3(3)A Posts**

Posts shall be square 4-inch by 4-inch, treated with preservative for exterior use and ground contact.

Posts shall be a minimum of 2 feet longer than the fence height to be built for embedment. Posts shall be placed plumb, with a maximum spacing of 8 feet between posts and minimum spacing of 4 feet between posts.

All corner and gate posts shall be set in concrete to the dimensions shown in WSDOT Standard Plan L-20.10-03. All other posts may be set in thoroughly compacted backfill material.

1 **8-12.4 Measurement**

2 *The first paragraph is revised to read:*

3  
4 Chain link fence, wire fence, and cedar fence will be measured by the linear foot of completed  
5 fence along the ground line, inclusive of gates, but exclusive of openings.

6  
7 *The second and third paragraphs are deleted.*

8  
9 **8-12.5 Payment**

10 *The pay items "End, Gate, Corner, and Pull Post for Chain Link Fence", "Double 14 Ft. Chain*  
11 *Link Gate", "Double 20 Ft. Chain Link Gate", "Single 6 Ft. Chain Link Gate", "Single Wire Gate*  
12 *14 Ft. Wide", and "Double Wire Gate 20 Ft. Wide" are deleted, and included in the unit payment*  
13 *for "Chain Link Fence Type \_\_\_\_" or "Wire Fence Type \_\_\_\_" as is applicable for the type of fence*  
14 *being constructed.*

15  
16 *This section is supplemented with the following:*

17  
18 "Reconstruct Wood Fence", per linear foot.

19  
20 The unit contract price per linear foot for "Reconstruct Wood Fence" shall be full pay for all  
21 labor, materials, and equipment to salvage and reconstruct the fence as shown on the Plans  
22 and as specified, including but not limited to all posts, footings, and replacement materials.

23  
24  
25 **END OF SECTION**  
26

1 **8-13 MONUMENT CASES**

2 **(\*\*\*\*\*)**

3  
4 *This section is revised to read:*

5 **8-13 MONUMENTS**

6  
7 **8-13.1 Description**

8  
9 This Work shall consist of constructing monuments in accordance with the Standard Plan and  
10 these Specifications, in conformity with the lines and locations shown in the Plans or as staked  
11 by the Engineer.

12  
13 All existing monument cases that are intact shall be removed and sent to the City of Tacoma  
14 Field Survey Office.

15  
16 **8-13.2 Materials**

17  
18 Concrete shall be Class 3000 in accordance with the requirements of Section 6-02. 'Ready Mix'  
19 bag concrete shall not be used.

20  
21 Bronze markers will be supplied by the Contracting Agency.

22  
23 **8-13.3 Construction Requirements**

24  
25 The Contractor shall construct the poured monument in accordance with the City of Tacoma  
26 Standard Plan SU-01. The brass marker position shall be staked by the Contracting Agency.  
27 The brass marker shall be engraved with the PLS number of the Professional Land Surveyor  
28 staking and verifying the monument location.

29  
30 The Contracting Agency shall obtain a permit for the temporary removal of the Monument from  
31 the Washington State Department of Natural Resources in accordance with WAC 332-120. The  
32 Contracting Agency will provide a copy of the Permit to the Contractor prior to removal of the  
33 existing Monument.

34  
35 Brass disks will be installed with the text legible from facing magnetic North. Disks to be  
36 installed to a positional tolerance of +/- 0.04 feet from center of disk to actual position by the  
37 Contractor using four 2-foot offset reference marks established by the Contracting Agency.

38  
39 **8-13.4 Measurement**

40  
41 Measurement of the poured monument will be per each.

42  
43 **8-13.5 Payment**

44  
45 Payment will be made in accordance with Section 1-04.1.

46  
47 "Poured Monument", per each.

48  
49 The unit Contract price per each for "Poured Monument" shall be full pay for all labor,  
50 equipment, and materials required to install the monument, including the removal of existing

1 monuments and necessary pavement removal to accommodate the installation in accordance  
2 with the standard plan and specifications.

3

4

5

**END OF SECTION**

6

7

**8-14 CEMENT CONCRETE SIDEWALKS**  
**(March 23, 2010 Tacoma GSP)**

**8-14.3 Construction Requirements**

**8-14.3(3) Placing and Finishing Concrete**

*The fourth paragraph is revised to read:*

Curb ramps shall be constructed according to these Specifications, the Contract Plans, and City of Tacoma Standard Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans and as specified in Specification Section 8-14.3(5)A

**8-14.3(4) Curing**

*The second sentence is revised to read:*

Curing shall be in accordance with Section 5-05.3(13).

*Section 8-14 is supplemented with the following:*

**8-14.3(20) Cold Weather Work**

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

**8-14.3(5) Detectable Warning Surface**

**8-14.3(5)A General**

*The first paragraph is revised to read:*

The detectable warning surface shall be located as shown in the Plans and per the requirements of the City of Tacoma Standard Plans. The detectable warning surface shall have the truncated dome shape shown in the Standard Plans.

**8-14.3(21) Thickened Edge for Sidewalk**

Thickened edge shall be constructed in accordance with the standard plan.

**8-14.5 Payment**

*The pay item "Cement Conc. Sidewalk" is supplemented with the following:*

All additional costs related to the construction of thickened edges shall be included in the unit contract cost for "Cement Conc. Sidewalk".

*The sixth paragraph is revised to read:*

1 The Contractor shall include all costs associated with excavating, including haul and disposal,  
2 regardless of the depth in the unit contract price for "Cement Conc. Sidewalk" and/or "Cement  
3 Conc. Curb Ramp Type \_\_\_\_".  
4

5 *This section is supplemented with the following:*  
6

7 *The bid item "Cement Conc. Curb Ramp Type ---", per each is revised to read:*  
8

9 "Cement Conc. Curb Ramp", per each  
10

11 The unit Contract price per each for "Cement Conc. Curb Ramp" shall be full pay for installing  
12 the complete curb ramp per the Plans and Specifications, and as directed by the Engineer,  
13 including ramps, landings, flares, wings, and detectable warning surfaces as specified. This bid  
14 item shall include all curb ramp types.  
15  
16  
17  
18

19 **END OF SECTION**  
20  
21  
22



## 8-22 PAVEMENT MARKING

(\*\*\*\*\*)

### 8-22.2 Materials

*This section is supplemented with the following:*

All legends and arrows including “Plastic Arrow”, and “Plastic Letter” markings shall be a Preformed retro-reflective thermoplastic pavement marking material incorporating a pre-applied bead coating that can be adhered to asphalt, concrete and Portland Cement Concrete pavements by means of heat fusion. All “Plastic Crosswalk Line” and “Plastic Stop Line” shall be hot applied thermoplastic. The applied markings shall be very durable, oil and grease impervious, and provide immediate and continuing retro-reflectivity meeting the requirements of Section 9-34.3(2).

Materials used for curb paint shall be the same as for pavement marking paint per Section 9-34.2.

### 8-22.3 Construction Requirements

#### 8-22.3(3)E Installation

*This section is supplemented with the following for applying Type B material:*

**Effective Performance Life:** When properly applied, in accordance with manufacturer’s instructions, the preformed marking materials shall be neat and durable. The markings shall remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other signs of poor adhesion.

**Packaging:** The flexible preformed marking material, for use as transverse or bike symbols as well as legends, shall be available in flat form material up to a maximum of 2 foot width by 4 foot length. The material shall be packed in suitable cartons clearly labeled for ease of identifying the contents. Packaging shall not use plastic liners within to separate material from itself. Product packaging shall identify part number and mil thickness.

**Material Replacement Provisions:** Any properly applied preformed marking materials that shall smear or soften independent of pavement movement or condition within a period of one year from date of application shall be replaced by the supplier.

**Installation:** The preformed marking materials shall be applied in accordance with the manufacturer’s recommendations on clean and dry surfaces. New Portland concrete cement surfaces must be sandblasted to entirely remove curing compound. Marking configuration shall be in accordance with the “Manual on Uniform Traffic Control Devices,” where applicable.

**New Surfaces:** Preformed marking materials specified for newly paved asphalt road surfaces shall be capable of being applied as the original permanent marking on the day the surface is paved.

**Fusion:** The preformed marking materials shall be fusible to the pavement by means of a propane torch recommended by the manufacturer.

**Technical Services:** The supplier shall provide technical services as may be required.

1 **8-22.3(4) Tolerances for Lines**

2 *The allowable tolerance for "Length of Line" is revised to read:*

3  
4 **Length of Line:** The longitudinal accumulative error within a 32-foot length of skip stripe shall  
5 not exceed plus or minus 1 inch.

6  
7 **8-22.4 Measurement**

8 *The last sentence of the sixth paragraph is revised to read:*

9  
10 Crosswalk lines will be measured by the linear foot of marking installed.

11  
12 *This section is supplemented with the following:*

13  
14 Painted curb will be measured by the linear foot of curb line as "Painted Curb."

15  
16 Reinstalled tuff curb will be measured by the linear foot of curb installed.

17  
18 **8-22.5 Payment**

19 *This section is supplemented with the following:*

20  
21 "Painted Crosswalk Line", per linear foot.

22  
23 "Plastic Crosswalk Line", per linear foot.

24  
25 "Painted Curb", per linear foot.

26  
27 "Remove Paint Line", per linear foot.

28  
29 "Remove Traffic Marking," per each.

30  
31 "Reinstall Tuff Curb", per linear foot.

32  
33 The unit contract price per linear foot for "Reinstall Tuff Curb" shall be full pay for all labor,  
34 equipment, and materials to remove and salvage existing curb, and install the salvaged curb at  
35 the location shown on the plans, including providing all new hardware required for installation.

36  
37  
38 **END OF SECTION**  
39

**9-03 AGGREGATES**  
**(September 20, 2018 Tacoma GSP)**

**9-03.1 Aggregates for Portland Cement Concrete**

**9-03.1(1) General Requirements**  
**(June 16, 2016 Tacoma GSP)**

*The seventh paragraph is deleted*

**9-03.6 Vacant**  
**(Jun 16, 2016 Tacoma GSP)**

*This section, including the title, is revised to read:*

**9-03.6 Aggregates for Asphalt Treated Base (ATB)**

**9-03.6(1) General Requirements**

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.  
Degradation Factor 15 min.

**9-03.6(2) Grading**

Aggregates for asphalt treated base shall meet the following requirements for grading:

Sieve Size	Percent Passing
2"	100
1½"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

All percentages are by weight.

**9-03.6(3) Test Requirements**

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate) @ 100 gyrations	93
AASHTO T324, WSDOT TM T718 or ASTM D3625 (Acceptable anti-strip evaluation tests)	Pass

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

### **9-03.8 Aggregates for Hot Mix Asphalt (March 9, 2016 APWA GSP)**

*Supplement section 9-03.8 with the following:*

### **Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt (PHMA/PWMA) General Requirements**

Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.  
Degradation Factor 15 min.

### **Grading**

Aggregates for PHMA/PWMA shall meet the following requirements for grading:

<b>Sieve Size</b>	<b>Percent Passing*</b>
¾" square	100
½" square	90 - 100
⅜" square	55 - 90
U.S. No. 4	10 - 40
U.S. No. 8	0 - 20
U.S. No. 40	0 - 13
U.S. No. 200	0 - 5

\* All percentages are by weight.

The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the field operating procedures for AASHTO T 335.

### **9-03.12 Gravel Backfill**

*Add the following new Section:*

### **9-03.12(10) Pea Gravel (September 20, 2018 Tacoma GSP)**

<b>Sieve Size</b>	<b>Percent Passing*</b>
¾" square	100
⅜" square	95-100
U.S. No. 8	0 - 10
U.S. No. 200	0 - 3

Sand Equivalent 35 Minimum

\* All percentages are by weight

1 **9-03.21 Recycled Material**

2  
3 **9-03.21(1) General Requirements**  
4 **(Jun 16, 2016 Tacoma GSP)**

5 *This section is supplemented with the following:*

6  
7 Recycled materials will only be permitted upon approval of the Engineer. Recycled concrete  
8 shall not be permitted for use as pipe zone backfill, backfill above pipe zone, and extra  
9 excavation area backfill material.

10  
11  
12 **END OF SECTION**  
13

1 **9-28 SIGNING MATERIALS AND FABRICATION**  
2 **(April 1, 2012 Tacoma GSP)**  
3

4 **9-28.1 General**

5 *The second sentence of the first paragraph is hereby revised to read:*  
6

7 Permanent signs which measure 36 inches or less on a side and are to be mounted on a single  
8 post shall be constructed of single 0.080-inch aluminum panels.  
9

10 *The third sentence of the first paragraph is hereby revised to read:*  
11

12 Sign overlay panels shall be 0.050-inch aluminum panels.  
13

14 **9-28.9 Fiberglass Reinforced Plastic Signs**

15 *This section is deleted in its entirety.*  
16  
17  
18  
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1 **(November 20,2023)**

2 **Standard Plans**

3 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01,  
4 effective October 23, 2023, is made a part of this contract.

5  
6 The Standard Plans are revised as follows:

7  
8 A-10.30

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

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

14  
15 A-40.20

16 Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

- 17 1. Use the ½ inch joint details for bridges with expansion length less than 100  
18 feet and for bridges with L type abutments. Use the 1 inch joint details for other  
19 applications.
- 20 2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge  
21 deck panels.
- 22 3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be  
23 used for payment. For details 5 and 6, the item "HMA Joint Seal at Bridge  
24 Deck Panel Joint" shall be used for payment. For detail 7, the item "Clean and  
25 Seal Bridge Deck Panel Joint" shall be used for payment.

26 Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

27  
28 A-60.40

29 Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

30  
31 B-90.40

32 Valve Detail – DELETED

33  
34 D-3.10

35 Sheet 1, Typical Section, callout – "FOR WALLS WITH SINGLE SLOPE TRAFFIC  
36 BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15"  
37 is revised to read; "FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE  
38 CONTRACT PLANS"

39 Sheet 1, Typical Section, callout – "FOR WALLS WITH F-SHAPE TRAFFIC BARRIER.  
40 USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16" is revised to  
41 read; "FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS"

42  
43 D-3.11

44 Sheet 1, Typical Section, callout – "'B" BRIDGE APPROACH SLAB (SEE BRIDGE PLANS)  
45 OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15  
46 OR D-3.16" is revised to read; "B" BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE  
47 CONTRACT PLANS)

48 Sheet 1, Typical Section, callout – "TYPICAL BARRIER ON BRIDGE APPROACH SLAB  
49 (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE

STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10.10

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

D-10.15

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

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

F-10.18

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

J-10.10

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

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

J-10.16

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

J-10.17

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



1 J-10.18

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

4 J-20.26

5 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton

6 post."

8 J-20.16

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

11 J-21.10

12 Sheet 1 of 2, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR

13 BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS

14 REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR

15 REQ'D. PER ASSEMBLY"

16 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of

17 the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from

18 the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2

19 # 4 reinf. Bar.

20 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of

21 the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the

22 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4

23 reinf. Bar.

24 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of

25 the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the

26 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4

27 reinf. Bar.

28 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of

29 the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the

30 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4

31 reinf. Bar.

32 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ ¾" (IN) Diam. Torque Clamping Bolts

33 (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ ¾" (IN) Diam. Torque

34 Clamping Bolts (see Note 1)"

35 Detail F, callout, "¾" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is

36 revised to read; "¾" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

38 J-21.15

39 Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE

40 NIPPLE ~ 1 ½" (IN) DIAM.

42 J-21.16

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

45 J-22.15

46 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

47 (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE

48 NIPPLE ~ 1 ½" (IN) DIAM.

50 J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37

Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20

Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-75.55

Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

L-5.10

Sheet 1, General Note 8, third sentence – was; "For traffic barrier having no deflection distance, the fence shall be placed a minimum horizontal distance of 3' – 6' as measured form the top front face of the barrier." Is revised to read; "For traffic barrier having no deflection distance, the fence shall be placed a minimum horizontal distance of 2' – 6" as measured form the top front face of the barrier."

Sheet 2, Reinforcing Steel Bending Diagram, (mark) B detail, callout – "128 deg." is revised to read: "123 deg.", callout – "51 deg." is revised to read: "57 deg."

M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - "(SEE NOTE 5)"

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00 .....	8/7/07	A-30.35-00 .....	10/12/07	A-50.10-01 .....	8/17/21
A-10.20-00 .....	10/5/07	A-40.00-01 .....	7/6/22	A-50.40-01 .....	8/17/21
A-10.30-00 .....	10/5/07	A-40.10-04 .....	7/31/19	A-60.10-03 .....	12/23/14
A-20.10-00 .....	8/31/07	A-40.15-00 .....	8/11/09	A-60.20-03 .....	12/23/14
A-30.10-00 .....	11/8/07	A-40.20-04 .....	1/18/17	A-60.30-01 .....	6/28/18
A-30.30-01 .....	6/16/11	A-40.50-03 .....	9/12/23	A-60.40-00 .....	8/31/07

B-5.20-03 .....	9/9/20	B-30.50-03 .....	2/27/18	B-75.20-03 .....	8/17/21
B-5.40-02 .....	1/26/17	B-30.60-00 .....	9/9/20	B-75.50-02 .....	3/15/22

B-5.60-02 .....	1/26/17	B-30.40-03.....	2/27/18	B-70.60-01 .....	1/26/17
B-10.20-03 .....	8/23/23	B-30.70-04.....	2/27/18	B-75.60-00.....	6/8/06
B-10.40-02 .....	8/17/21	B-30.80-01.....	2/27/18	B-80.20-00.....	6/8/06
B-10.70-03 .....	8/23/23	B-30.90-02.....	1/26/17	B-80.40-00.....	6/1/06
B-15.20-01 .....	2/7/12	B-35.20-00.....	6/8/06	B-85.10-01 .....	6/10/08
B-15.40-01 .....	2/7/12	B-35.40-01.....	8/23/23	B-85.20-00.....	6/1/06
B-15.60-02 .....	1/26/17	B-40.20-00.....	6/1/06	B-85.30-00.....	6/1/06
B-20.20-02 .....	3/16/12	B-40.40-02.....	1/26/17	B-85.40-00.....	6/8/06
B-20.40-04 .....	2/27/18	B-45.20-01.....	7/11/17	B-85.50-01 .....	6/10/08
B-20.60-03 .....	3/15/12	B-45.40-01.....	7/21/17	B-90.10-00.....	6/8/06
B-25.20-02 .....	2/27/18	B-50.20-00.....	6/1/06	B-90.20-00.....	6/8/06
B-25.60-03 .....	8/23/23	B-55.20-03.....	8/17/21	B-90.30-00.....	6/8/06
B-30.05-00 .....	9/9/20	B-60.20-02.....	9/9/20	B-90.40-01 .....	1/26/17
B-30.10-03 .....	2/27/18	B-60.40-01.....	2/27/18	B-90.50-00.....	6/8/06
B-30.15-00 .....	2/27/18	B-65.20-01.....	4/26/12	B-95.20-02.....	8/17/21
B-30.20-04 .....	2/27/18	B-65.40-00.....	6/1/06	B-95.40-01 .....	6/28/18
B-30.30-03 .....	2/27/18	B-70.20-01.....	3/15/22		
1					
C-1 .....	9/8/22	C-22.40-10.....	10/16/23	C-60.70-01.....	9/8/22
C-1b .....	10/12/23	C-22.45-06.....	9/8/22	C-60.80-01.....	9/8/22
C-1d .....	10/31/03	C-23.70-01.....	10/16/23	C-70.15-00.....	8/17/21
C-2c .....	8/12/19	C-24.10-04.....	10/16/23	C-70.10-04.....	10/16/23
C-4f .....	8/12/19	C-24.15-00.....	3/15/22	C-75.10-02.....	9/16/20
C-6a .....	9/8/22	C-25.20-07.....	8/20/21	C-75.20-03.....	8/20/21
C-7 .....	9/8/22	C-25.22-06.....	8/20/21	C-75.30-03.....	8/20/21
C-7a .....	9/8/22	C-25.26-05.....	8/20/21	C-80.10-03.....	10/16/23
C-20.10-09 .....	10/12/23	C-25.30-01.....	8/20/21	C-80.20-01.....	6/11/14
C-20.14-05 .....	9/8/22	C-25.80-05.....	8/12/19	C-80.30-02.....	8/20/21
C-20.15-03 .....	10/12/23	C-60.10-03.....	10/16/23	C-80.40-01.....	6/11/14
C-20.18-04 .....	9/8/22	C-60.15-00.....	8/17/21	C-85.10-00.....	4/8/12
C-20.40-10 .....	10/12/23	C-60.20-01.....	9/8/22	C-85.11-01 .....	9/16/20
C-20.41-04 .....	8/22/22	C-60.30-01.....	8/17/21	C-85.15-03.....	10/17/23
C-20.42-06 .....	10/12/23	C-60.40-00.....	8/17/21	C-85.18-03 .....	9/8/22
C-20.43-00 .....	8/22/22	C-60.45-00.....	8/17/21	C-81.10-00.....	9/12/23
C-20.45.03 .....	9/8/22	C-60.50-00.....	8/17/21	C-81.15-00.....	9/12/23
C-22.16-08 .....	10/17/23	C-60.60-00.....	8/17/21		
2					
D-2.36-03 .....	6/11/14	D-3.11-03.....	6/11/14	D-10.25-01.....	8/7/19
D-2.46-02 .....	8/13/21	D-4.....	12/11/98	D-10.30-00.....	7/8/08
D-2.84-00 .....	11/10/05	D-6.....	6/19/98	D-10.35-00.....	7/8/08
D-2.92-01 .....	4/26/22	D-10.10-01.....	12/2/08	D-10.40-01.....	12/2/08
D-3.09-00 .....	5/17/12	D-10.15-01.....	12/2/08	D-10.45-01.....	12/2/08
D-3.10-01 .....	5/29/13	D-10.20-01.....	8/7/19	D-20.10-00.....	10/9/23
3					
E-1 .....	2/21/07	E-4 .....	8/27/03	E-20.10-00.....	9/12/23
E-2 .....	5/29/98	E-4a .....	8/27/03	E-20.20-00.....	10/4/23
4					
F-10.12-04 .....	9/24/20	F-10.62-02 .....	4/22/14	F-40.15-04 .....	9/25/20
F-10.16-00 .....	12/20/06	F-10.64-03 .....	4/22/14	F-40.16-03 .....	6/29/16
F-10.18-03 .....	3/28/22	F-30.10-04 .....	9/25/20	F-45.10-04 .....	10/16/23

1	F-10.40-04 ..... 9/24/20	F-40.12-03 ..... 6/29/16	F-80.10-04 ..... 7/15/16
	F-10.42-00 ..... 1/23/07	F-40.14-03 ..... 6/29/16	
	G-10.10-00 ..... 9/20/07	G-24.50-05 ..... 8/7/19	G-90.10-03 ..... 7/11/17
	G-20.10-03 ..... 8/20/21	G-24.60-05 ..... 6/28/18	G-90.20-05 ..... 7/11/17
	G-22.10-04 ..... 6/28/18	G-25.10-05 ..... 9/16/20	G-90.30-04 ..... 7/11/17
	G-24.10-00 ..... 11/8/07	G-26.10-00 ..... 7/31/19	G-95.10-02 ..... 6/28/18
	G-24.20-01 ..... 2/7/12	G-30.10-04 ..... 6/23/15	G-95.20-03 ..... 6/28/18
	G-24.30-02 ..... 6/28/18	G-50.10-03 ..... 6/28/18	G-95.30-03 ..... 6/28/18
	G-24.40-07 ..... 6/28/18		
2	H-10.10-00 ..... 7/3/08	H-32.10-00 ..... 9/20/07	H-70.10-02 ..... 8/17/21
	H-10.15-00 ..... 7/3/08	H-60.10-01 ..... 7/3/08	H-70.20-02 ..... 8/17/21
	H-30.10-00 ..... 10/12/07	H-60.20-01 ..... 7/3/08	
3	I-10.10-01 ..... 8/11/09	I-30.20-00 ..... 9/20/07	I-40.20-00 ..... 9/20/07
	I-30.10-02 ..... 3/22/13	I-30.30-02 ..... 6/12/19	I-50.20-02 ..... 7/6/22
	I-30.15-02 ..... 3/22/13	I-30.40-02 ..... 6/12/19	I-60.10-01 ..... 6/10/13
	I-30.16-01 ..... 7/11/19	I-30.60-02 ..... 6/12/19	I-60.20-01 ..... 6/10/13
	I-30.17-01 ..... 6/12/19	I-40.10-00 ..... 9/20/07	I-80.10-02 ..... 7/15/16
4	J-05.50-00 ..... 8/30/22	J-26.20-01 ..... 6/28/18	J-50.10-01 ..... 7/31/19
	J-10 ..... 7/18/97	J-27.10-01 ..... 7/21/16	J-50.11-02 ..... 7/31/19
	J-10.10-04 ..... 9/16/20	J-27.15-00 ..... 3/15/12	J-50.12-02 ..... 8/7/19
	J-10.12-00 ..... 9/16/20	J-28.01-00 ..... 8/30/22	J-50.13-01 ..... 8/30/22
	J-10.14-00 ..... 9/16/20	J-28.10-02 ..... 8/7/19	J-50.15-01 ..... 7/21/17
	J-10.15-01 ..... 6/11/14	J-28.22-00 ..... 8/07/07	J-50.16-01 ..... 3/22/13
	J-10.16-02 ..... 8/18/21	J-28.24-02 ..... 9/16/20	J-50.18-00 ..... 8/7/19
	J-10.17-02 ..... 8/18/21	J-28.26-01 ..... 12/02/08	J-50.19-00 ..... 8/7/19
	J-10.18-02 ..... 8/18/21	J-28.30-03 ..... 6/11/14	J-50.20-00 ..... 6/3/11
	J-10.20-04 ..... 8/18/21	J-28.40-02 ..... 6/11/14	J-50.25-00 ..... 6/3/11
	J-10.21-02 ..... 8/18/21	J-28.42-01 ..... 6/11/14	J-50.30-00 ..... 6/3/11
	J-10.22-03 ..... 10/4/23	J-28.43-01 ..... 6/28/18	J-60.05-01 ..... 7/21/16
	J-10.25-00 ..... 7/11/17	J-28.45-03 ..... 7/21/16	J-60.11-00 ..... 5/20/13
	J-10.26-00 ..... 8/30/22	J-28.50-03 ..... 7/21/16	J-60.12-00 ..... 5/20/13
	J-12.15-00 ..... 6/28/18	J-28.60-03 ..... 8/27/21	J-60.13-00 ..... 6/16/10
	J-12.16-00 ..... 6/28/18	J-28.70-04 ..... 8/30/22	J-60.14-01 ..... 7/31/19
	J-15.10-01 ..... 6/11/14	J-29.10-02 ..... 8/26/22	J-75.10-02 ..... 7/10/15
	J-15.15-02 ..... 7/10/15	J-29.15-01 ..... 7/21/16	J-75.20-01 ..... 7/10/15
	J-20.01-00 ..... 8/30/22	J-29.16-02 ..... 7/21/16	J-75.30-02 ..... 7/10/15
	J-20.10-05 ..... 10/4/23	J-30.10-01 ..... 8/26/22	J-75.50-00 ..... 8/30/22
	J-20.11-03 ..... 7/31/19	J-40.01-00 ..... 8/30/22	J-75.55-00 ..... 8/30/22
	J-20.15-03 ..... 6/30/14	J-40.05-00 ..... 7/21/16	J-80.05-00 ..... 8/30/22
	J-20.16-02 ..... 6/30/14	J-40.10-04 ..... 4/28/16	J-80.10-01 ..... 8/18/21
	J-20.20-02 ..... 5/20/13	J-40.20-03 ..... 4/28/16	J-80.12-00 ..... 8/18/21
	J-20.26-01 ..... 7/12/12	J-40.30-04 ..... 4/28/16	J-80.15-00 ..... 6/28/18
	J-21.10-04 ..... 6/30/14	J-40.35-01 ..... 5/29/13	J-81.10-02 ..... 8/18/21

	J-21.15-01 ..... 6/10/13	J-40.36-02 ..... 7/21/17	J-81.12-00 ..... 9/3/21
	J-21.16-01 ..... 6/10/13	J-40.37-02 ..... 7/21/17	J-84.05-00 ..... 8/30/22
	J-21.17-01 ..... 6/10/13	J-40.38-01 ..... 5/20/13	J-86.10-00 ..... 6/28/18
	J-21.20-01 ..... 6/10/13	J-40.39-00 ..... 5/20/13	J-90.10-03 ..... 6/28/18
	J-22.15-02 ..... 7/10/15	J-40.40-02 ..... 7/31/19	J-90.20-03 ..... 6/28/18
	J-22.16-03 ..... 7/10/15	J-45.36-00 ..... 7/21/17	J-90.21-02 ..... 6/28/18
	J-26.10-03 ..... 7/21/16	J-50.05-00 ..... 7/21/17	J-90.50-00 ..... 6/28/18
	J-26.15-01 ..... 5/17/12		
1	K-70.20-01 ..... 6/1/16	K-80.32-00 ..... 8/17/21	K-80.35-01 ..... 9/16/20
	K-80.10-02 ..... 9/25/20	K-80.34-00 ..... 8/17/21	K-80.37-01 ..... 9/16/20
2	L-5.10-01 ..... 7/17/23	L-20.10-03 ..... 7/14/15	L-40.20-02 ..... 6/21/12
	L-5.15-00 ..... 9/19/22	L-30.10-02 ..... 6/11/14	L-70.10-01 ..... 5/21/08
	L-10.10-02 ..... 6/21/12	L-40.15-01 ..... 6/16/11	L-70.20-01 ..... 5/21/08
3	M-1.20-04 ..... 9/25/20	M-9.60-00 ..... 2/10/09	M-24.66-00 ..... 7/11/17
	M-1.40-03 ..... 9/25/20	M-11.10-04 ..... 8/2/22	M-40.10-04 ..... 10/17/23
	M-1.60-03 ..... 9/25/20	M-12.10-03 ..... 8/2/22	M-40.20-00 ..... 10/12/07
	M-1.80-03 ..... 6/3/11	M-15.10-02 ..... 7/17/23	M-40.30-01 ..... 7/11/17
	M-2.20-03 ..... 7/10/15	M-17.10-02 ..... 7/3/08	M-40.40-00 ..... 9/20/07
	M-2.21-00 ..... 7/10/15	M-20.10-04 ..... 8/2/22	M-40.50-00 ..... 9/20/07
	M-3.10-04 ..... 9/25/20	M-20.20-02 ..... 4/20/15	M-40.60-00 ..... 9/20/07
	M-3.20-04 ..... 8/2/22	M-20.30-04 ..... 2/29/16	M-60.10-01 ..... 6/3/11
	M-3.30-04 ..... 9/25/20	M-20.40-03 ..... 6/24/14	M-60.20-03 ..... 8/17/21
	M-3.40-04 ..... 9/25/20	M-20.50-02 ..... 6/3/11	M-65.10-03 ..... 8/17/21
	M-3.50-03 ..... 9/25/20	M-24.20-02 ..... 4/20/15	M-80.10-01 ..... 6/3/11
	M-5.10-03 ..... 9/25/20	M-24.40-02 ..... 4/20/15	M-80.20-00 ..... 6/10/08
	M-7.50-01 ..... 1/30/07	M-24.60-04 ..... 6/24/14	M-80.30-00 ..... 6/10/08
	M-9.50-02 ..... 6/24/14	M-24.65-00 ..... 7/11/17	
4			

**END OF SECTION**

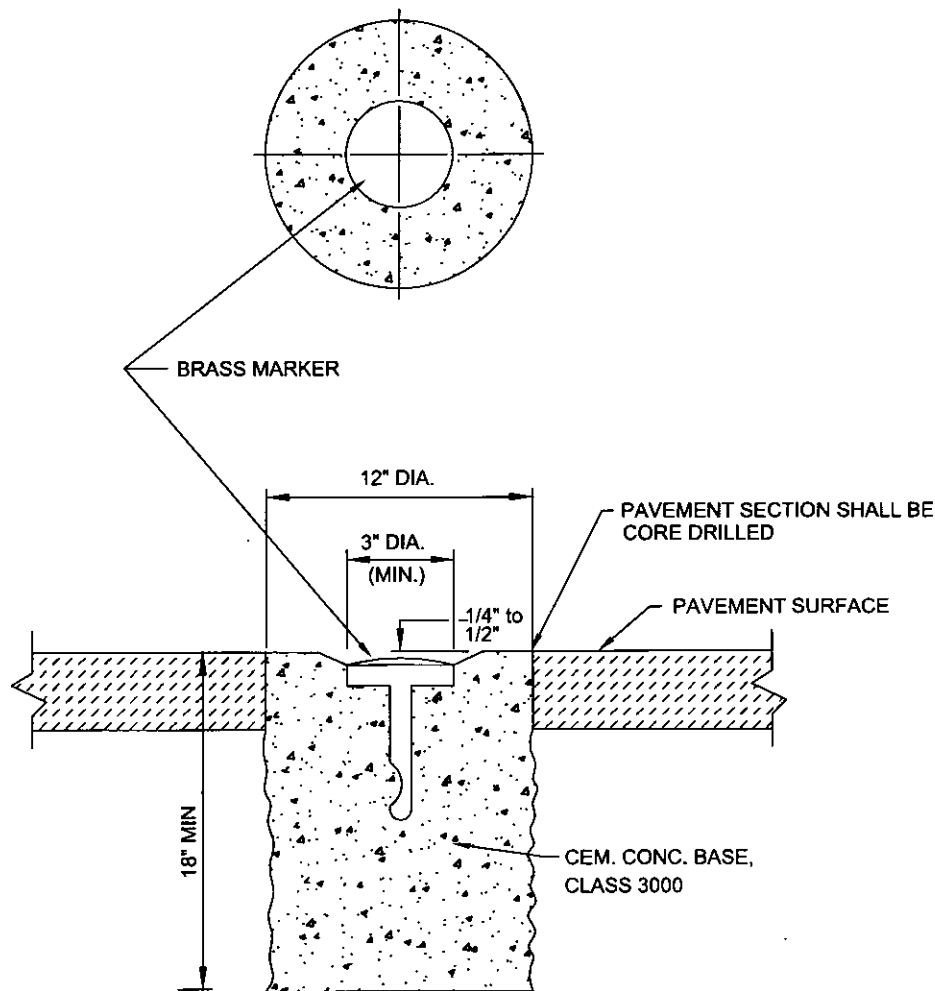
**END OF SPECIAL PROVISIONS**

**APPENDIX A**

**CITY OF TACOMA**

**and**

**WSDOT STANDARD PLANS**



# **NOTES:**

1. Concrete base shall be poured in place. Hand mixed concrete is prohibited. Concrete base need not be formed.
2. Notice to surveyors: any monument set in the City of Tacoma must bear the land surveyor number of the surveyor setting the monument. Monuments set as part of an approved plat are exempt.
3. The surveyor is to supply the City of Tacoma with a copy of the calculations used to determine all monument positions before the monuments are set.
4. Brass marker for City of Tacoma funded projects will be supplied by the City, all other brass markers to be supplied by the contractor.
5. Monument must be magnetically locatable.
6. Prior to removing or destroying a monument, the surveyor or engineer shall apply for a permit from the Department of Natural Resources in accordance with WAC 332-120.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

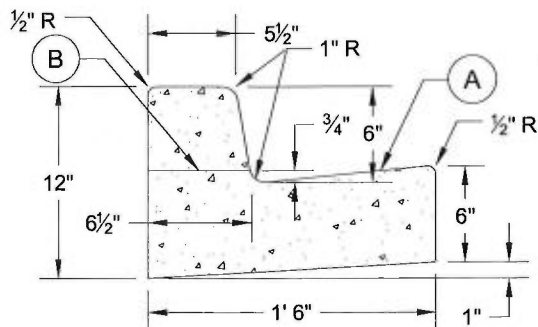
APPROVED FOR PUBLICATION

*James Parney* 09 JUN 2009  
CITY ENGINEER DATE

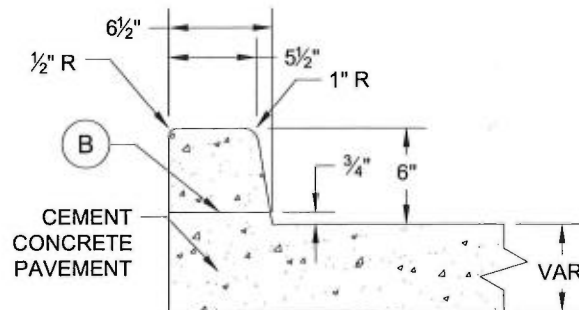
POURED MONUMENT

STANDARD PLAN NO. SU-01

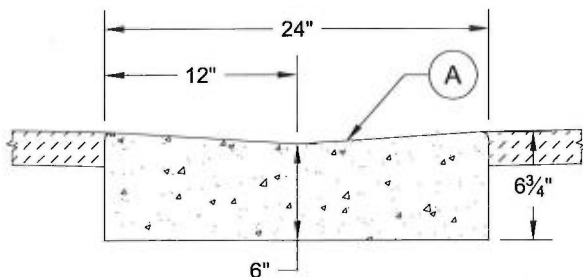
(B) Flush with gutter pan at curb ramp entrance or  $\frac{3}{4}$ " vertical lip at driveway entrance.



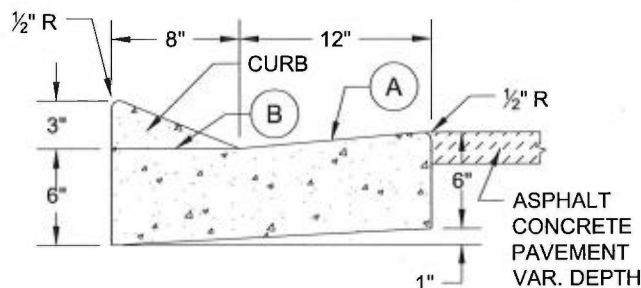
**CEMENT CONCRETE TRAFFIC  
CURB & GUTTER**



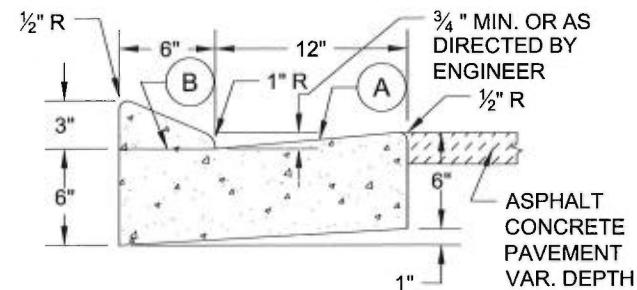
**INTEGRAL CEMENT**  
**CONCRETE TRAFFIC CURB**



## CEMENT CONCRETE VALLEY GUTTER



**TYPE "C" MOUNTABLE**  
**CEMENT CONCRETE CURB & GUTTER**



**TYPE "D" MOUNTABLE**  
**CEMENT CONCRETE CURB & GUTTER**

1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
3. All joints shall be saw cut full depth prior to restoration and  $\frac{3}{8}$ " expansion joint installed.
4. Concrete finish shall match existing.
5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Foundations shall be fully compacted prior to form placement.
7. Unsuitable foundation shall be replaced with  $\frac{5}{8}$ " crushed surfacing top course.

DCS

PUBLIC WORKS

NA

TACOMA POWER

REVIEWED BY

**GMS**

## ENVIRONMENTAL SERVICES

NA

TACOMA WATER



**APPROVED FOR PUBLICATION**

*[Signature]* 8/16/14

CITY ENGINEER

DATE \_\_\_\_\_

CITY OF TACOMA

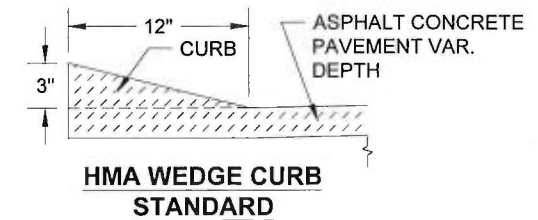
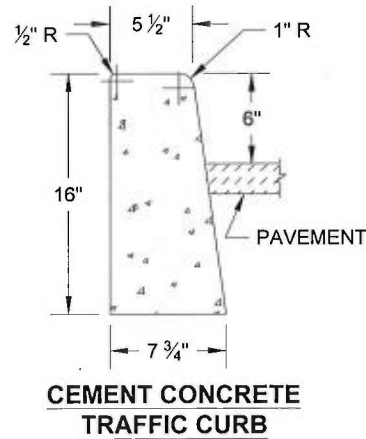
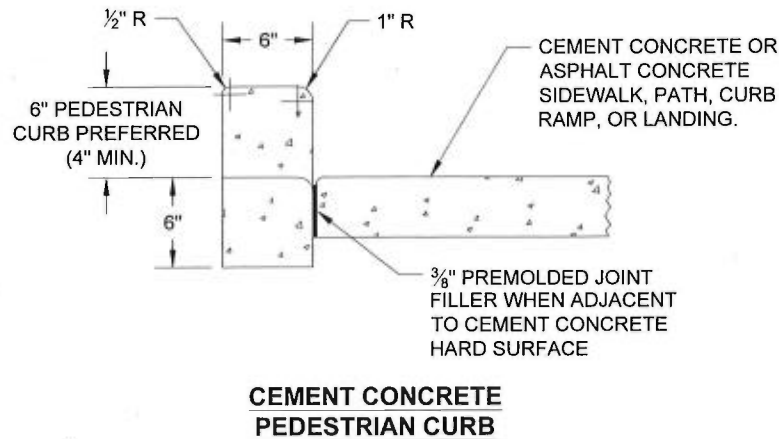
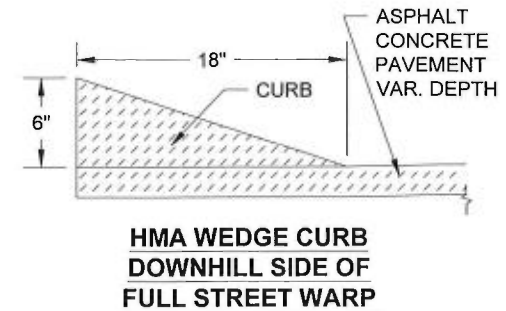
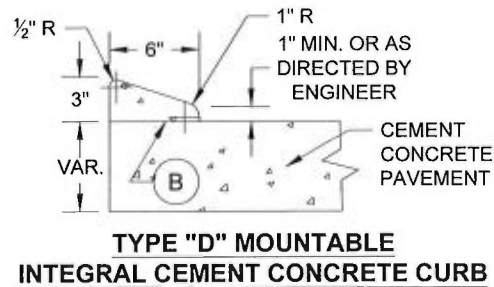
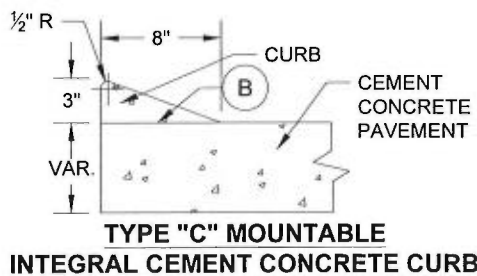
## CEMENT CONCRETE CURB AND GUTTER

STANDARD PLAN NO. SU-03



**NOTE:**

- (B) Flush with gutter pan at curb ramp entrance or  $\frac{3}{4}$ " vertical lip at driveway entrance.



**NOTES:**

1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
3. All joints shall be saw cut full depth prior to restoration and  $\frac{3}{8}$ " expansion joint installed.
4. Concrete finish shall match existing.
5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Foundations shall be fully compacted prior to form placement.
7. Unsuitable foundation shall be replaced with  $\frac{5}{8}$ " crushed surfacing top course.

DCS

PUBLIC WORKS

NA

TACOMA POWER

REVIEWED BY

GMS

ENVIRONMENTAL  
SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

*[Signature]* 8/16/16

CITY ENGINEER

DATE

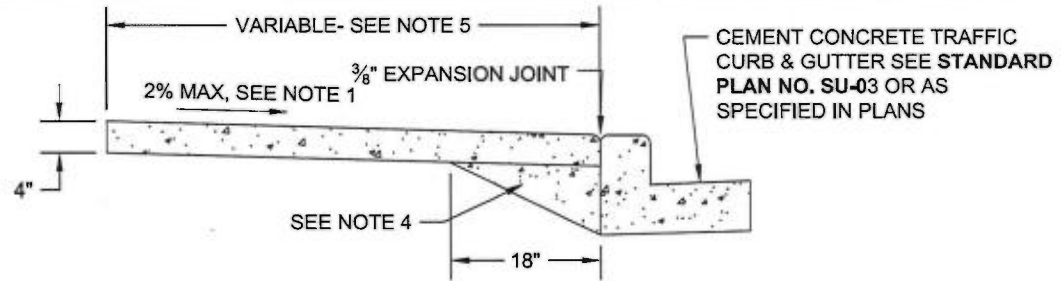
CITY OF TACOMA  
CEMENT CONCRETE  
CURB AND GUTTER AND  
ASPHALT WEDGE CURB

STANDARD PLAN NO.

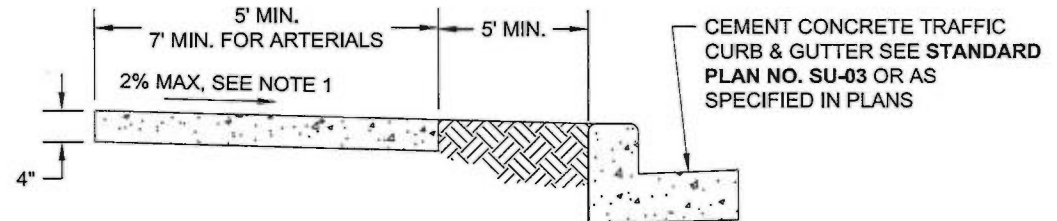
SU-03A

# NOTES:

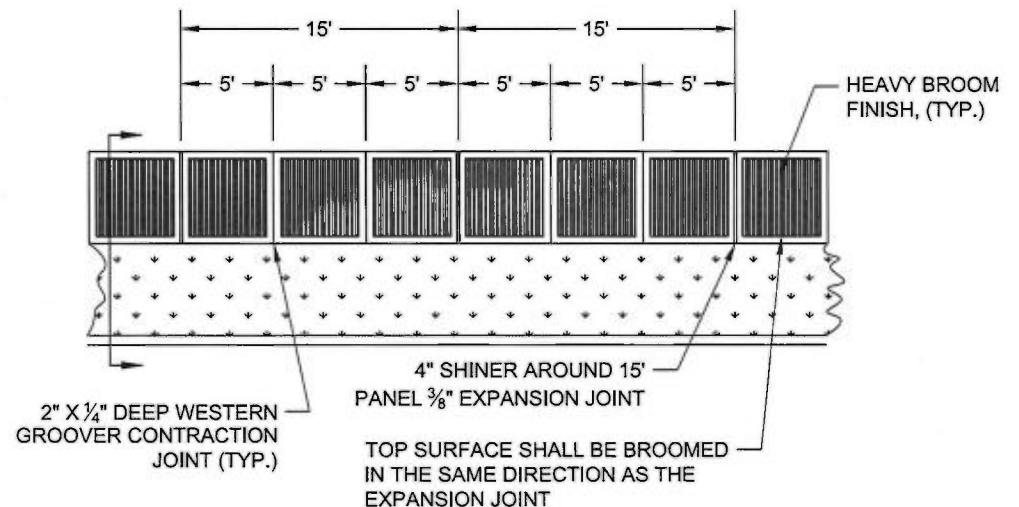
1. Sidewalks shall be designed and constructed in accordance with 2010 ADA Standards, 28 CFR, Part 35 and as supplemented by the Public Right of Way Accessibility Guidelines (PROWAG). City of Tacoma prefers sidewalk cross slopes to be designed to a maximum of 1.5% and a minimum of 1.0%
2. When placing walk adjacent to existing curb and gutter, curb and gutter will be repaired as necessary before placing concrete forms for walk.
3. Staking is required where no curb is present.
4. Thickened edge shall be constructed using cement concrete on all radii. All other locations shall be backfilled and compacted.
5. Combination walk shall be 7' min. on all commercial sites and arterial streets. Combination walk shall be a minimum of 5' on non arterial streets. Dimensions are from back of curb to back of walk. See contract plans for width and placement of sidewalk.
6. All expansion joints shall be full depth with  $\frac{3}{8}$ " premolded joint filler.
7. All joints shall be cleaned and edged. External edges shall be  $\frac{1}{2}$ " radius. Internal joints shall be  $\frac{1}{4}$ " radius.
8. All soft and yielding foundation material shall be removed and replaced with crushed surfacing top course (CSTC) per Section 9-03.9(3) of the WSDOT Standard Specifications.
9. All sidewalk shall be replaced to the nearest expansion or contraction joint. All joints shall be saw cut full depth prior to restoration and  $\frac{3}{8}$ " expansion joint installed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
10. For sidewalks within the North Slope Historical District area use Standard Plan HD-NS03. See Standard Plan HD-NS01 for North Slope Historic District site map.



SECTION DETAIL A-A

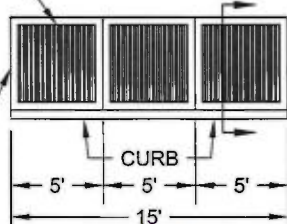


SECTION DETAIL B-B



TOP SURFACE SHALL BE BROOMED IN THE SAME DIRECTION AS THE EXPANSION JOINT

4" SHINER AROUND 15' PANEL  $\frac{3}{8}$ " EXPANSION JOINT



$\frac{3}{8}$ " EXPANSION JOINT TO MATCH CURB JOINTS NOT TO EXCEED 15'

REVIEWED BY

PUBLIC WORKS

N/A

TACOMA POWER

ENVIRONMENTAL SERVICES

N/A

TACOMA WATER



APPROVED FOR PUBLICATION

[Signature]

CITY ENGINEER

4/25/19  
DATE

CITY OF TACOMA






CEMENT CONCRETE  
SIDEWALK

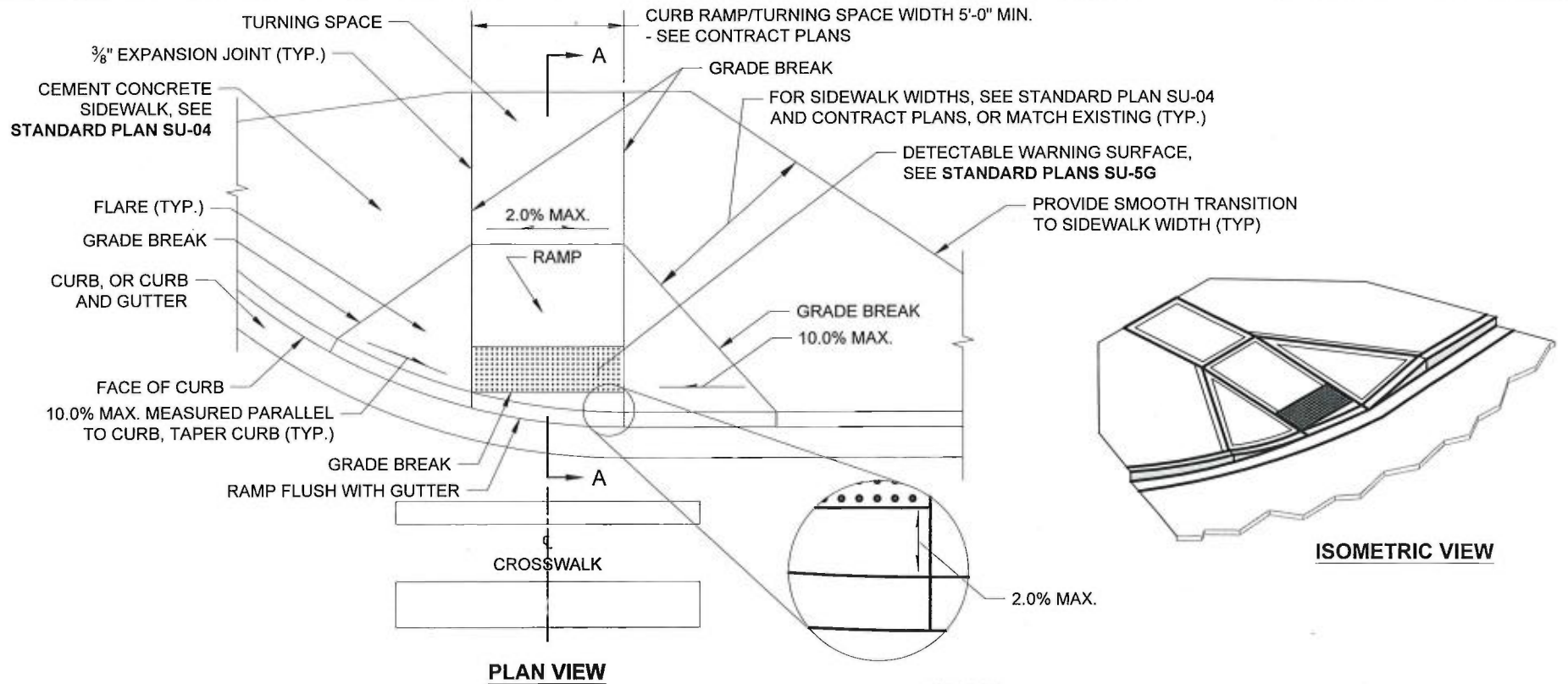
STANDARD PLAN NO. SU-04



### GENERAL NOTES:

1. Provide a separate directional curb ramp for each marked or unmarked crosswalk. Directional curb ramps are preferred over 45 degree ramps. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown on the Contract Plans. The curb ramp centerline shall be parallel to the direction of the crossing. Forty-five (45) degree curb ramps shall be installed only after approval by the City's ADA Coordinator or the Street Operations Division Manager.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush and perpendicular to the direction of travel. There shall be no vertical discontinuity between the base of curb ramp and gutter line.
3. Do not place grates, junction boxes, access covers, or other appurtenances in front of the curb ramp or on any part of the curb ramp or turning space. Placement on or in front of ramp flares is allowed.
4. See Contract Plans for the curb design specified. See **Standard Plan SU-03** and **SU-03A** for Curb, and Curb and Gutter Details.
5. A thickened edge shall be constructed to full depth of adjacent curb along entire curb radius.
6. For sidewalk and curb ramps within the North Slope Historical District area see **North Slope Historic District Site Map, HD-NS01**. Apply Lamp Black 1lb. per cubic yard of cement concrete or as required for discoloration in accordance with ASTM D209-81 Standard Specifications for Lamp Black pigment.
7. The running slope of a curb ramp shall not exceed 8.3% but does not require the ramp length to exceed 15 feet to avoid chasing the slope indefinitely when connecting to steep grades.
8. Curb ramp, turning space and flares shall receive a broom finish, see **WSDOT Standard Specifications 8-14**.
9. Return curbs, (pedestrian curbs), may only be used with landscaping or railing. Return curbs, (pedestrian curbs), shall not be used to prevent pedestrians from crossing streets.
10. All curb ramp designs shall be stamped by a Washington State licensed Professional Engineer. If meeting the current design standards is not possible, curb ramps shall be constructed to the maximum extent feasible as indicated by an Engineer's note on the stamped drawings. Rationale supporting the design variance shall be provided by the Engineer and shall include a description of the scope of work, the site-specific factors affecting compliance, and the measures implemented to improve compliance.
11. Pedestrian traffic should be aligned to the receiving curb ramp. The existing curb ramps shall be evaluated using criteria in the City's Curb Ramp Installation Matrix.
12. Consult the City's Curb Ramp Installation Matrix and the Right Of Way Restoration Policy for additional requirements.
13. Conduit for APS equipment shall be installed during curb ramp construction at all signalized intersections and at intersections where signalization is anticipated within the next 6 years. Coordinate with Public Works - Engineering, Traffic Section.
14. A Pedestrian Accessibility Control Plan shall be developed in conjunction with each project-specific Temporary Traffic Control Plan for all work in the ROW.
15. Pedestrian traffic shall NOT be directed behind the stop bar.
16. Curb ramp alignment should be consistent with crosswalk alignment
17. Curb ramp shall be 5' minimum in width.
18. Catch basins shall be located upstream of curb ramps outside of flare/wing for new construction or when performing storm sewer upgrades.
19. For constructability purposes, the City recommends designing to **less than** the maximum allowable slopes.

<b>REVIEWED BY</b>			<b>APPROVED FOR PUBLICATION</b>		<b>CITY OF TACOMA</b>	
 PUBLIC WORKS	 ENVIRONMENTAL SERVICES		 CITY ENGINEER		<b>CURB RAMP DETAILS GENERAL INFORMATION</b>	
 TACOMA POWER	 TACOMA WATER					
			8/16/16 DATE	STANDARD PLAN NO.	SU-05	

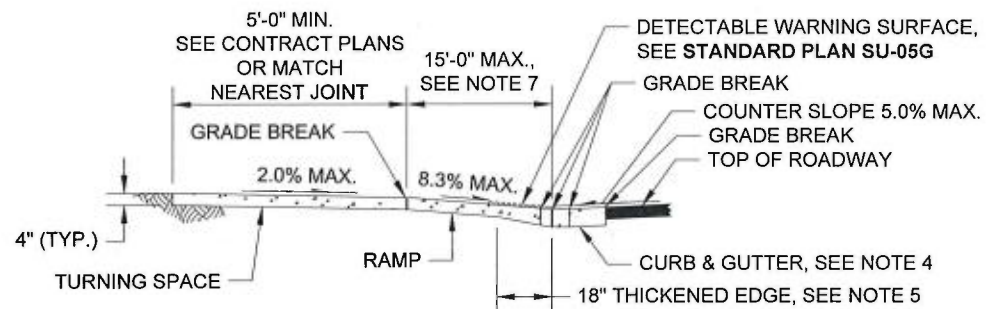


#### NOTES:

See Standard Plan SU-05 for referenced notes

#### LEGEND

— SLOPE IN EITHER DIRECTION



**SECTION DETAIL A-A**

DCS

REVIEWED BY

GMS

PUBLIC WORKS

ENVIRONMENTAL SERVICES

NA

NA

TACOMA POWER

TACOMA WATER



APPROVED FOR PUBLICATION

*[Signature]* 8/16/16

CITY ENGINEER

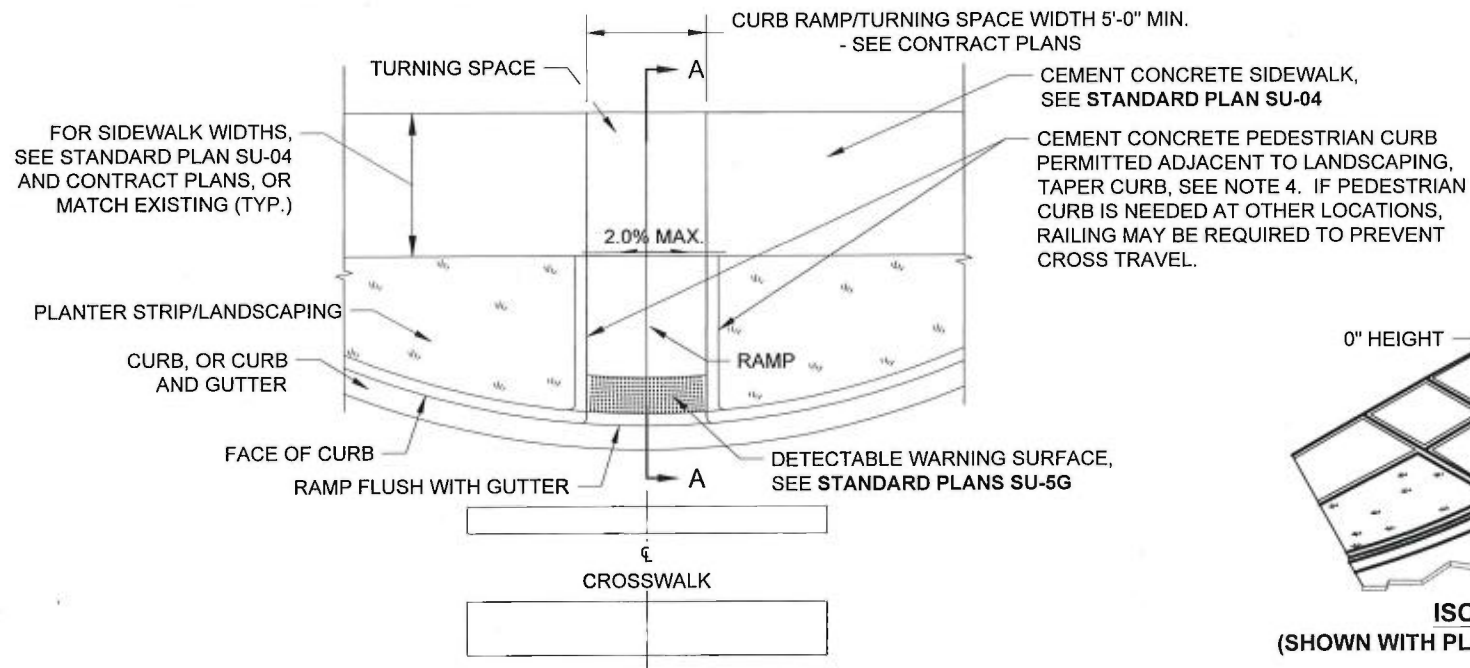
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CITY OF TACOMA

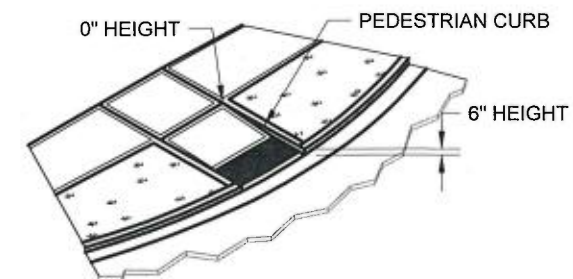
PERPENDICULAR CURB RAMP  
TYPE 'A'

STANDARD PLAN NO.

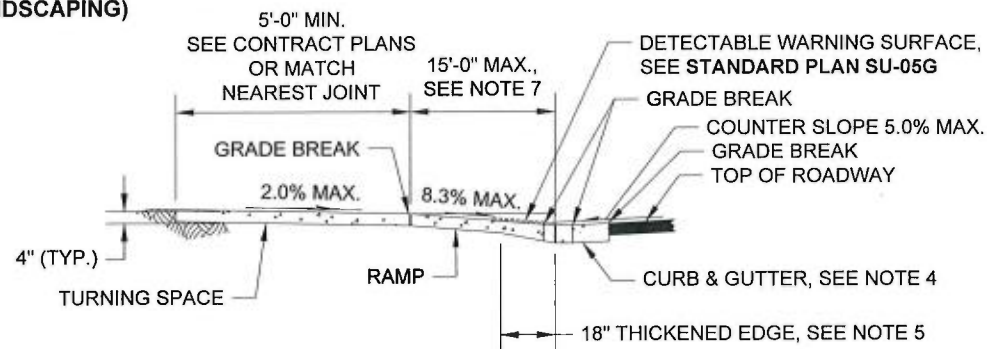
SU-05A



**PLAN VIEW**  
(SHOWN WITH PLANTER STRIP/LANDSCAPING)



**ISOMETRIC VIEW**  
(SHOWN WITH PLANTER STRIP/LANDSCAPING)



**SECTION DETAIL A-A**

**NOTES:**

See **Standard Plan SU-05** for referenced notes

**LEGEND**

— SLOPE IN EITHER DIRECTION

**DCS**

REVIEWED BY

**GMS**

PUBLIC WORKS

ENVIRONMENTAL SERVICES

**NA**

**NA**

TACOMA POWER

TACOMA WATER



APPROVED FOR PUBLICATION

*[Signature]* 8/16/16

CITY ENGINEER

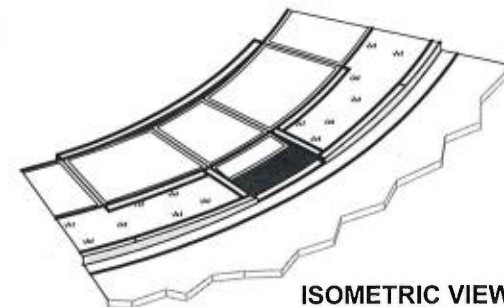
DATE

CITY OF TACOMA

PERPENDICULAR CURB RAMP  
TYPE 'B'

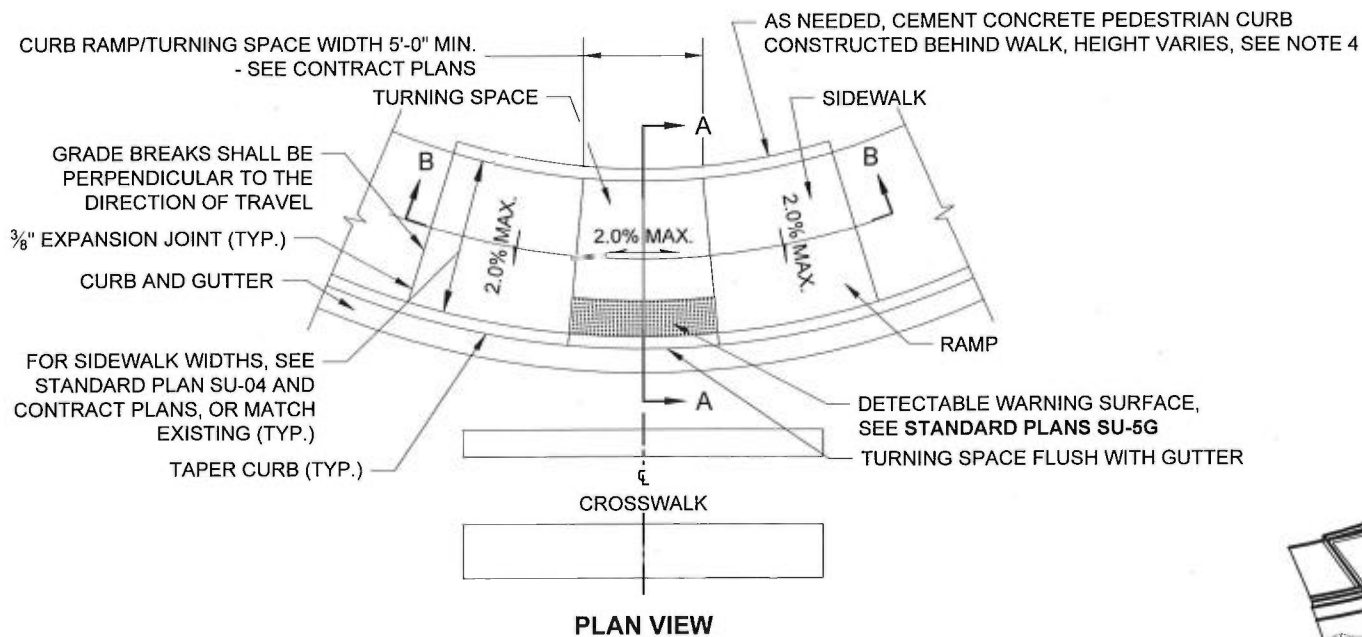
STANDARD PLAN NO. SU-05B





STANDARD PLAN NO. SU-05C

SU-05C



**NOTES:**

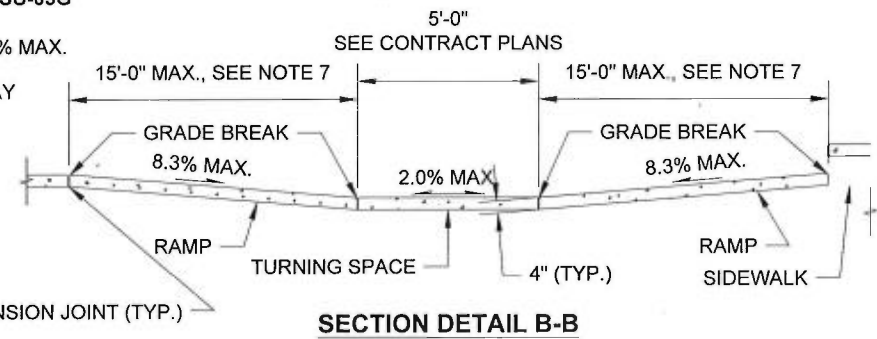
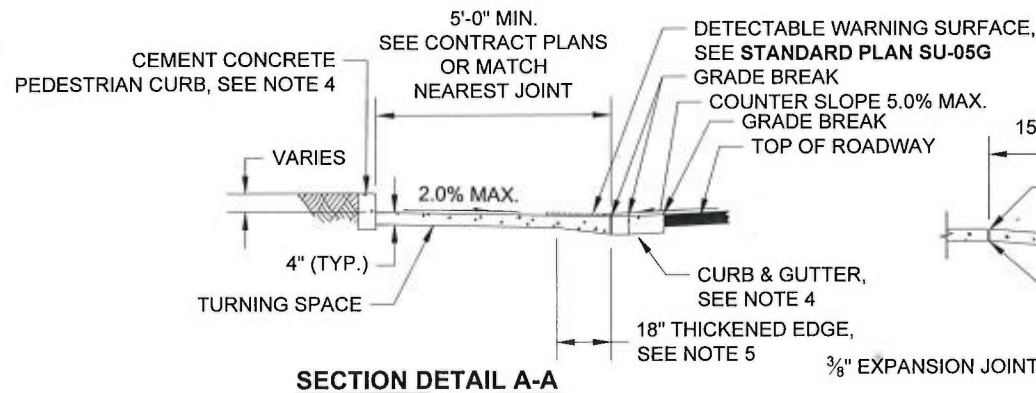
See **Standard Plan SU-05** for referenced notes

**LEGEND**

— SLOPE IN EITHER DIRECTION



**ISOMETRIC VIEW**



DCS

REVIEWED BY

GMS

PUBLIC WORKS

ENVIRONMENTAL SERVICES

NA

NA

TACOMA POWER

TACOMA WATER



APPROVED FOR PUBLICATION

*[Signature]* 8/16/16

CITY ENGINEER

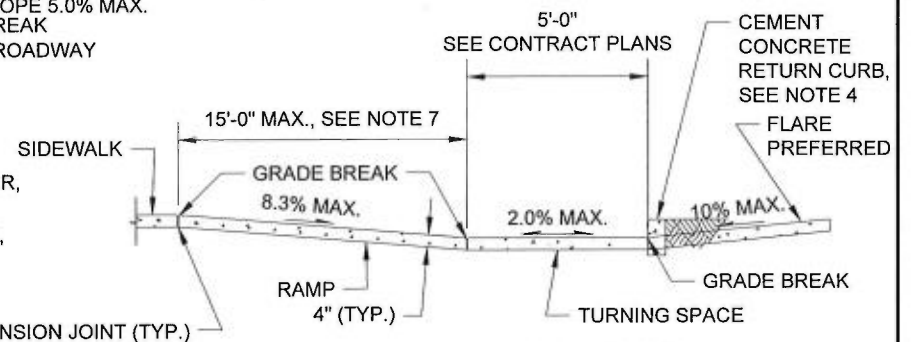
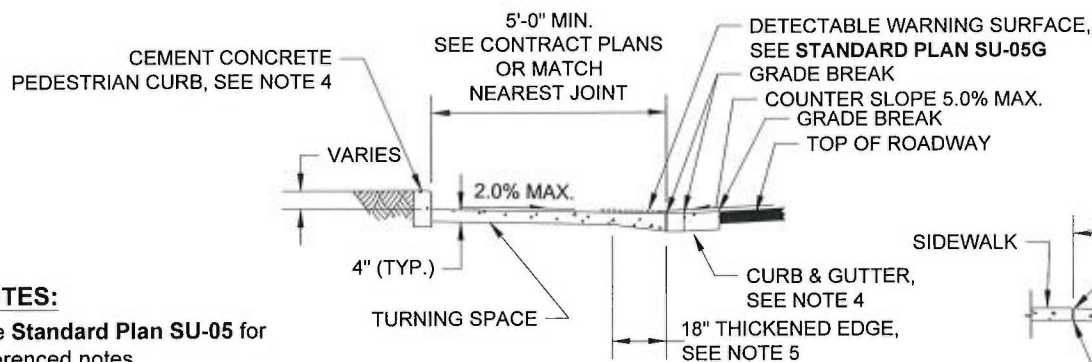
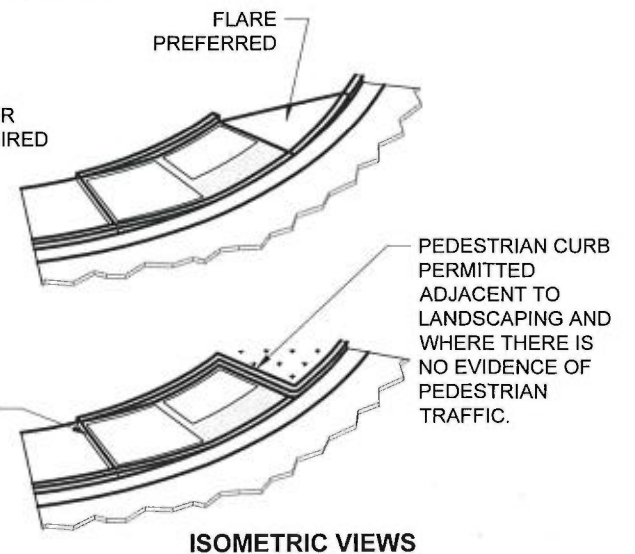
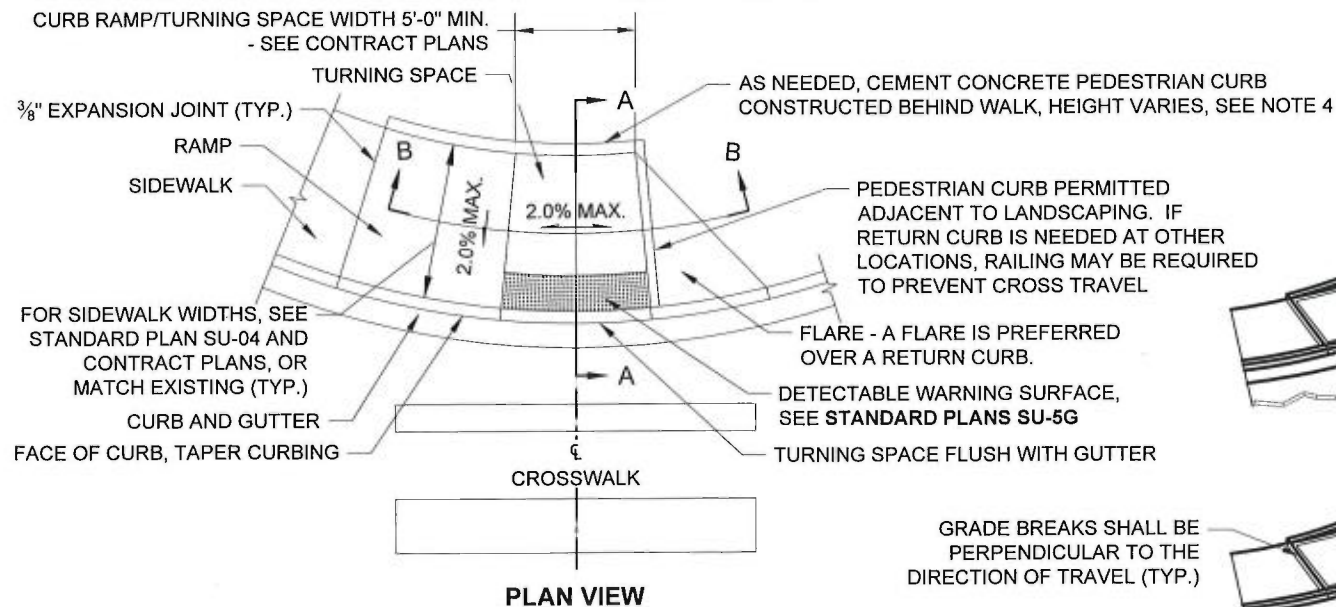
DATE

CITY OF TACOMA

PARALLEL CURB RAMP  
TYPE 'A'

STANDARD PLAN NO.

SU-05D



#### NOTES:

See **Standard Plan SU-05** for  
referenced notes

#### LEGEND

— SLOPE IN EITHER  
DIRECTION

DCS

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GMS

PUBLIC WORKS

ENVIRONMENTAL  
SERVICES

NA

NA

TACOMA POWER

TACOMA WATER



APPROVED FOR PUBLICATION

*[Signature]* 8/16/16

CITY ENGINEER

DATE

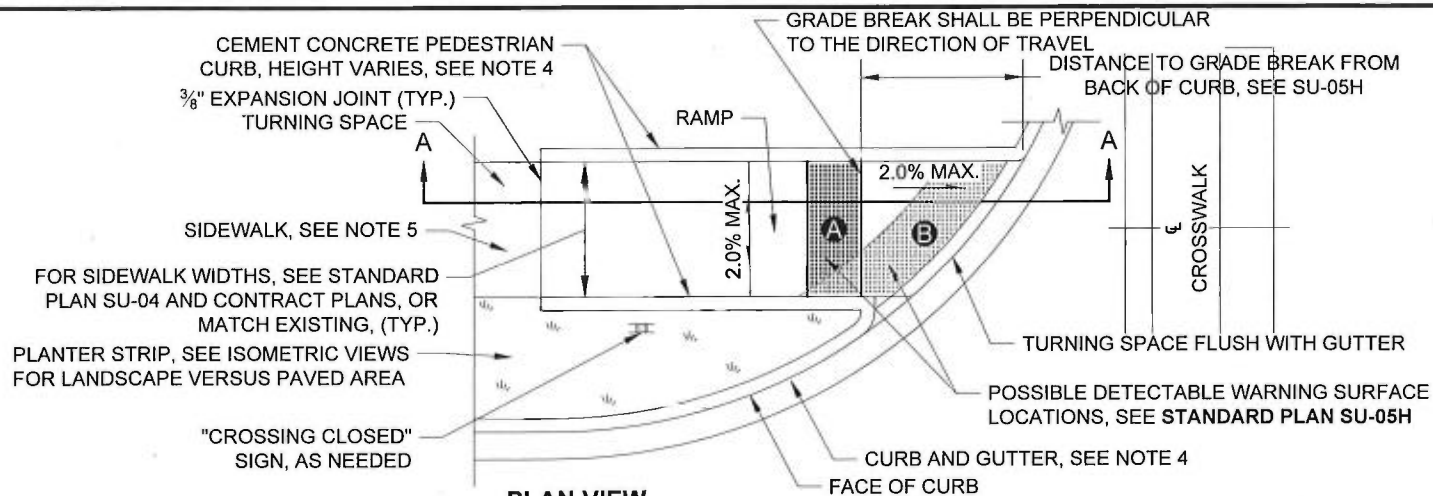
CITY OF TACOMA

PARALLEL CURB RAMP  
TYPE 'B'

STANDARD PLAN NO.

SU-05E





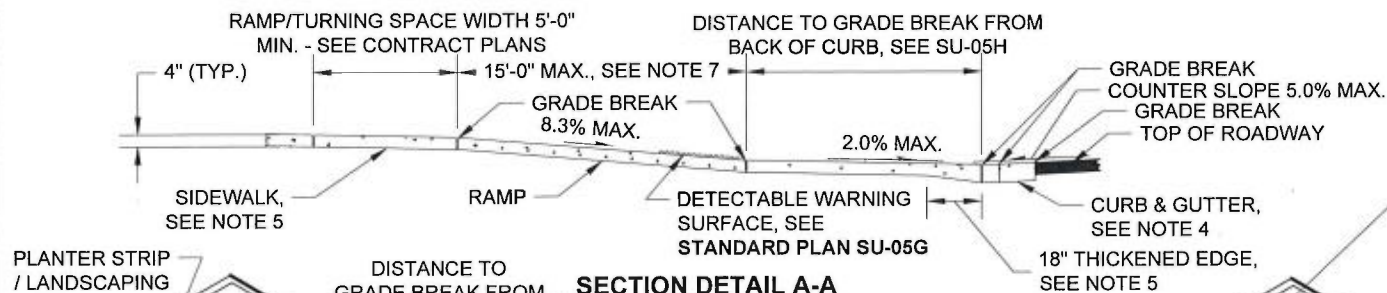
#### NOTES:

See Standard Plan SU-05 for referenced notes

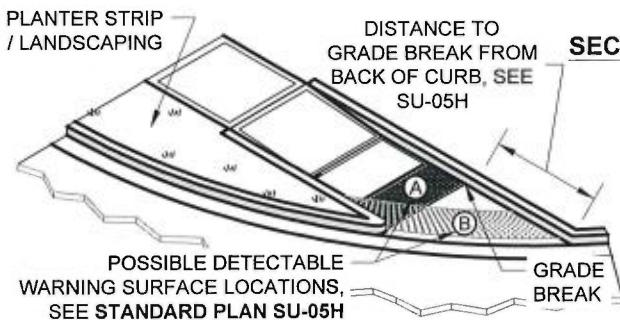
#### LEGEND

— SLOPE IN EITHER DIRECTION

**PLAN VIEW**



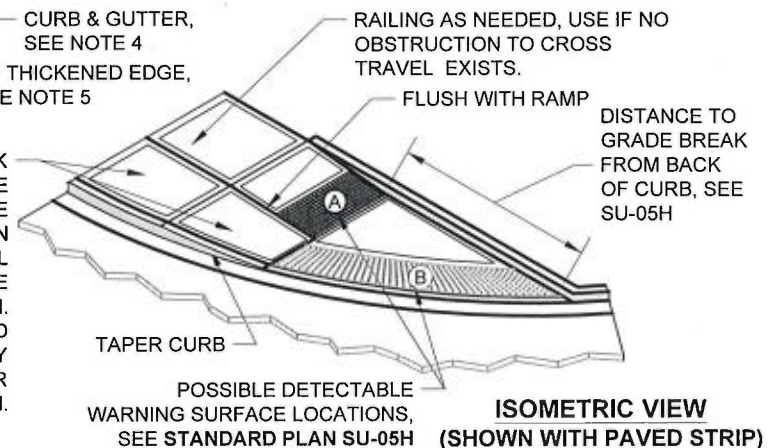
**SECTION DETAIL A-A**



**ISOMETRIC VIEW**

(SHOWN WITH PLANTER STRIP/LANDSCAPING)

HARDSCAPED BUFFER SHALL BE DARK GRAY COLORED CEMENT CONCRETE OR HAVE A PATTERN TO INDICATE THE AREA IS OUTSIDE THE PEDESTRIAN ACCESS ROUTE. THE PATTERN SHALL BE SUBMITTED AND APPROVED BY THE CITY, PRIOR TO CONSTRUCTION. ALTERNATE COLORS MAY BE USED WITH PRIOR WRITTEN APPROVAL BY THE CITY'S ADA COORDINATOR PRIOR TO CONSTRUCTION.



**ISOMETRIC VIEW**

(SHOWN WITH PAVED STRIP)

DCS

PUBLIC WORKS

NA

TACOMA POWER

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GMS

ENVIRONMENTAL  
SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

*[Signature]* 8/16/16

CITY ENGINEER

DATE

CITY OF TACOMA

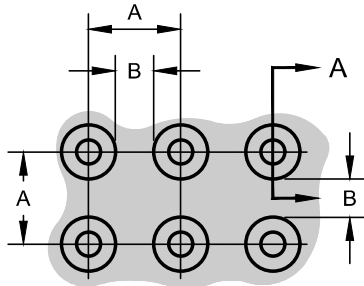
SINGLE DIRECTION CURB RAMP

STANDARD PLAN NO.

SU-05F

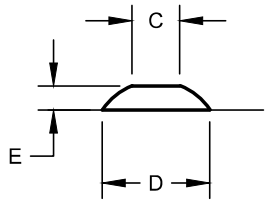
## NOTES

1. The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares).
2. The rows of truncated domes in a Detectable Warning Surface shall be parallel with the direction of wheelchair travel.
3. See **Standard Plans SU-04** through **SU-05F** for sidewalk and curb ramp details.
4. If a curb is not present, place the Detectable Warning Surface at the edge of the pavement.
5. Detectable Warning Surfaces shall be either cast-in-place from Armor Tile, ADA Solutions, or an approved equal or surface applied from Vanguard or an approved equal. No detectable warning fasteners such as glue, bolts, or screws are allowed. Surface applied detectable warning surfaces may be used only when the curb ramp has associated features to deter vehicles from driving over the ramp area. Examples of such features include pedestrian curbing, utility/signal/streetlight poles, and fire hydrants.
6. Detectable warning surface shall be yellow and shall match SAE AMS Standard 595, Color 33538.
7. See **Standard Plan SU-05H** for Detectable Warning Surface placement guidelines.



### TRUNCATED DOME DETAILS

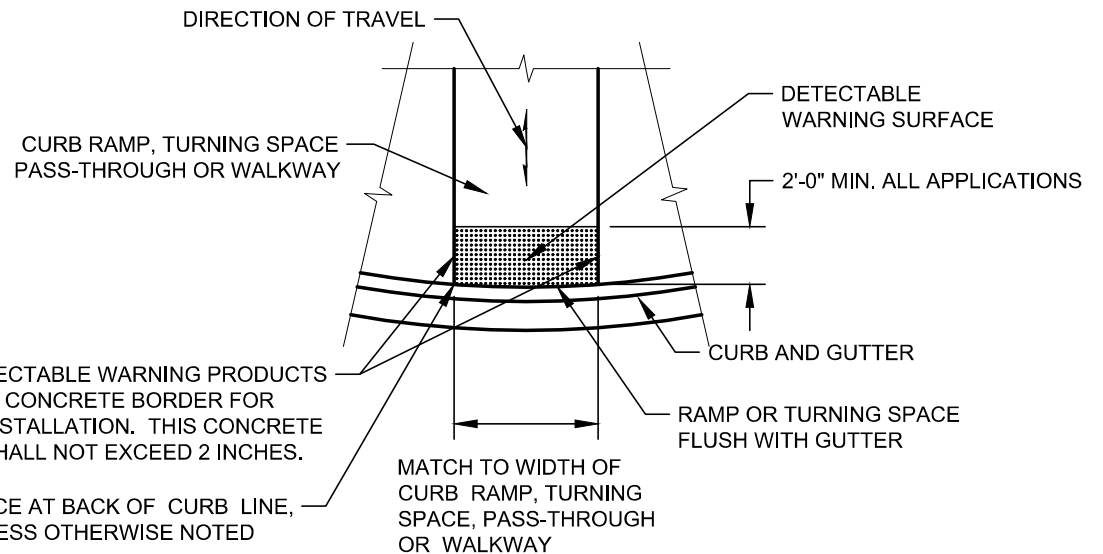
TRUNCATED DOME SPACING



### SECTION DETAIL A-A

TRUNCATED DOME

	MIN.	MAX.
A	1.60"	2.40"
B	0.65"	-
C	0.45"	0.90"
D	0.90"	1.40"
E	0.20"	0.20"



### DETECTABLE WARNING SURFACE DETAIL

RVDR

REVIEWED BY

PUBLIC WORKS

*[Signature]*

TACOMA POWER

ENVIRONMENTAL  
SERVICES

*[Signature]*

TACOMA WATER



APPROVED FOR PUBLICATION

*Kurtis Deankingsolver*

CITY ENGINEER

04/19/2021

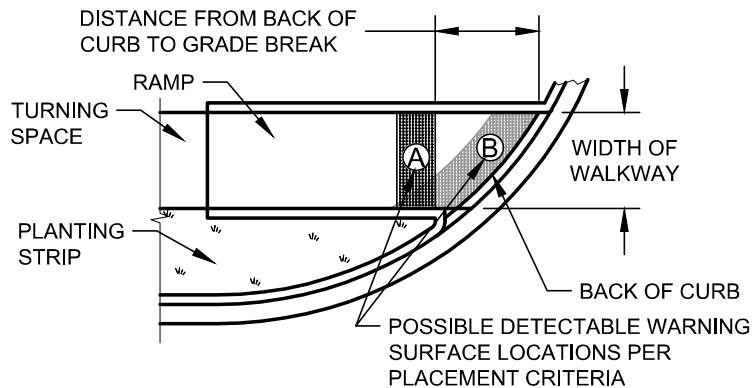
DATE

CITY OF TACOMA

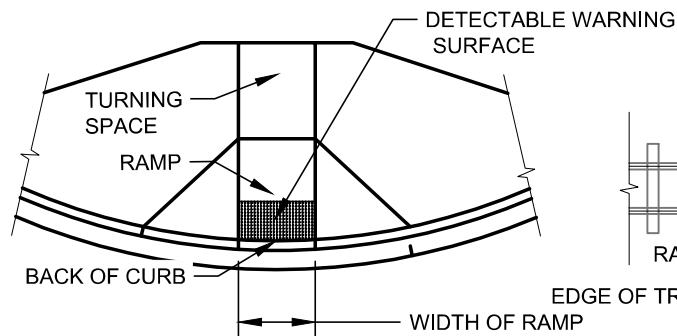
DETECTABLE WARNING SURFACE  
DETAILS

STANDARD PLAN NO.

SU-05G

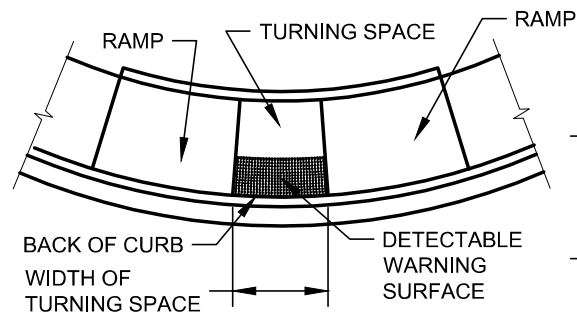


### **SINGLE DIRECTION CURB RAMP**



### **PERPENDICULAR CURB RAMP**

(SEE SU-05A AND SU-05B)



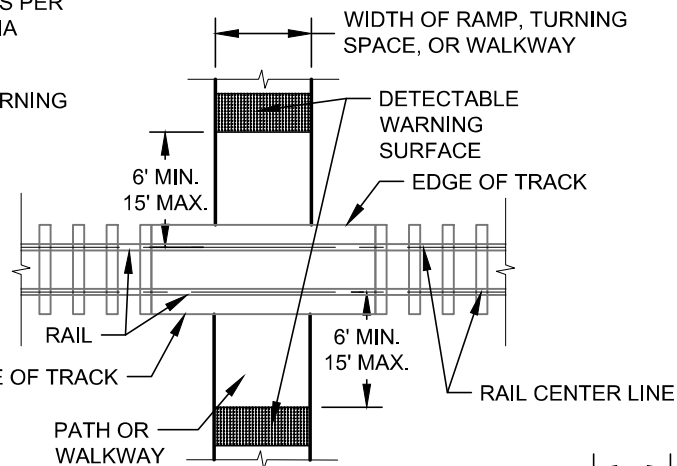
### **PARALLEL CURB RAMP**

(SEE SU-05C, SU-05D, AND SU-05E)

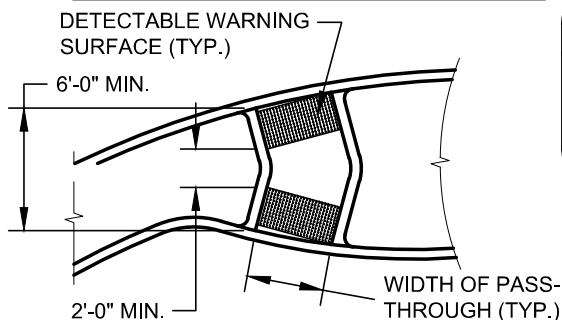
### **DETECTABLE WARNING PLACEMENT CRITERIA FOR SINGLE DIRECTIONAL CURB RAMP**

USE LOCATION (A) IF DISTANCE FROM BACK OF CURB TO GRADE BREAK IS LESS THAN OR EQUAL TO 5 FT.

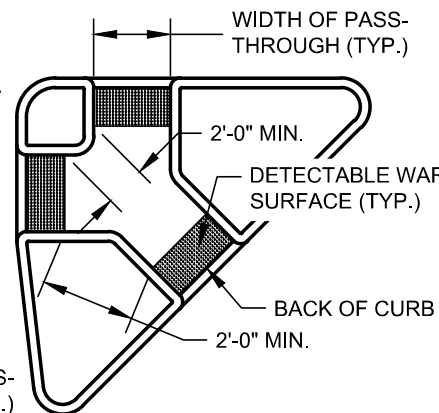
USE LOCATION (B) IF DISTANCE FROM BACK OF CURB TO GRADE BREAK IS GREATER THAN 5 FT.



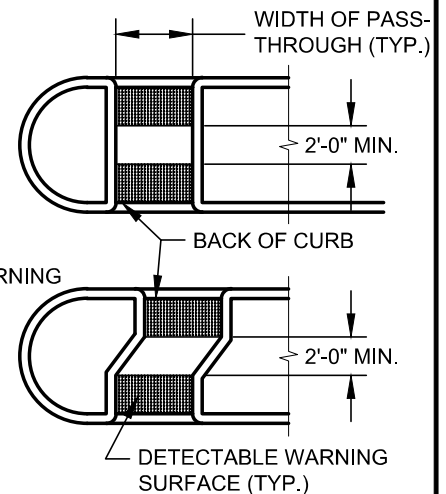
### **PEDESTRIAN RAILROAD CROSSING**



### **ROUNDABOUT SPLITTER ISLAND**



### **ISLAND PASS-THROUGH**



### **MEDIAN PASS-THROUGH**

### **NOTES**

1. The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares).
2. The edge of the Detectable Warning Surface shall be placed along the back of the curb line unless otherwise noted.
3. The Detectable Warning Surface shall be within 2" (max.) of the edge of the ramp.
4. The rows of truncated domes in the Detectable Warning Surface shall be parallel with the direction of travel.
5. See Standard Plans for sidewalk and curb ramp details.
6. If a curb is not present, place the Detectable Warning Surface at the edge of the pavement.
7. See Standard Plan SU-05G for Detectable Warning Surface Details.

**RVDR**

REVIEWED BY

PUBLIC WORKS

*DP*

TACOMA POWER

ENVIRONMENTAL  
SERVICES

*TS*

TACOMA WATER



APPROVED FOR PUBLICATION

*kurtis deankingsolver*

CITY ENGINEER

04/19/2021

DATE

CITY OF TACOMA

DETECTABLE WARNING SURFACE  
PLACEMENT GUIDELINES

STANDARD PLAN NO.

SU-05H

**R303.3.2 DETECTABLE WARNINGS.**  
DETECTABLE WARNING SURFACES COMPLYING WITH R304 SHALL BE PROVIDED, WHERE A CURB RAMP, LANDING, OR BLENDED TRANSITION CONNECTS TO A STREET.

**R304.1.4 SIZE.**  
DETECTABLE WARNING SURFACES SHALL EXTEND 24 IN. MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP (EXCLUSIVE OF FLARES), THE LANDING OR, THE BLENDED TRANSITION.

**R304.2.1 PERPENDICULAR CURB RAMPS.**  
WHERE BOTH ENDS OF THE BOTTOM GRADE BREAK COMPLYING WITH R303.3.4 ARE 5.0 FT OR LESS FROM THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE RAMP SURFACE AT THE BOTTOM GRADE BREAK. WHERE EITHER END OF THE BOTTOM GRADE BREAK IS MORE THAN 5.0 FT FROM THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE LOWER LANDING.

**R304.2.3 ALIGNMENT.**  
THE ROWS OF TRUNCATED DOMES IN A DETECTABLE WARNING SURFACE SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE GRADE BREAK BETWEEN THE RAMP, LANDING, OR BLENDED TRANSITION AND THE STREET.

**R303.3.4 GRADE BREAKS.**  
GRADE BREAKS AT THE TOP AND BOTTOM OF PERPENDICULAR CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF RAMP RUN. AT LEAST ONE END OF THE BOTTOM GRADE BREAK SHALL BE AT THE BACK OF CURB. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF CURB RAMPS, BLENDED TRANSITIONS, LANDINGS, AND GUTTER AREAS WITHIN THE PEDESTRIAN ACCESS ROUTE. SURFACE SLOPES THAT MEET THE GRADE BREAKS SHALL BE FLUSH.

**CROSSWALK**

**R303.3.5 COUNTER SLOPES.**  
THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF A CURB RAMP, LANDING, OR BLENDED TRANSITION SHALL BE 5% MAXIMUM.

**R303.2.1.2 CROSS SLOPE.**  
THE CROSS SLOPE AT INTERSECTIONS SHALL BE 2% MAXIMUM. THE CROSS SLOPE AT MID-BLOCK CROSSING SHALL BE PERMITTED TO BE WARPED TO MEET STREET GRADE.

**R303.2.1.4 FLARES.**  
FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED PARALLEL TO THE CURB LINE, SHALL BE PROVIDED WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP.

**ADVISORY R303.2.1.4 FLARES.**  
SIDE OF RAMPS MAY BE RETURNED, PROVIDING USEFUL DIRECTIONAL CUES, IF PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, OR EQUIPMENT.

**NOTE:** CITY OF TACOMA PREFERS A RETURN CURB BE USED ONLY ADJACENT TO LANDSCAPING. IF RETURN CURB IS NEEDED AT OTHER LOCATIONS, RAILING MAY BE REQUIRED TO PREVENT CROSS TRAVEL.

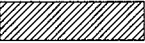
**R303.2.1.3 LANDING.**  
A LANDING (4.0 FEET MINIMUM BY 4.0 FEET MINIMUM, 5.0 FEET BY 5.0 FEET PREFERRED) SHALL BE PROVIDED AT THE TOP OF THE CURB RAMP AND SHALL BE PERMITTED TO OVERLAP OTHER LANDINGS AND CLEAR SPACE. RUNNING AND CROSS SLOPES AT INTERSECTIONS SHALL BE 2% MAXIMUM.

**NOTES:**

1. CURB RAMPS SHALL BE LOCATED, CONSTRUCTED OR RETROFITTED IN ACCORDANCE WITH ADA STANDARDS FOR ACCESSIBLE DESIGN, 28 CFR, PART 35 AS SUPPLEMENTED BY THE DRAFT PUBLIC WORKS RIGHT OF WAY ACCESSIBILITY GUIDELINES (PROWAG), THE CITY OF TACOMA STANDARD PLANS AND THE CITY'S CURB RAMP INSTALLATION MATRIX.

2. CONDUIT FOR APS EQUIPMENT SHALL BE INSTALLED DURING CURB RAMP CONSTRUCTION AT ALL SIGNALIZED INTERSECTIONS AND AT INTERSECTIONS WHERE SIGNALIZATION IS ANTICIPATED WITHIN THE NEXT 6 YEARS. COORDINATE WITH PUBLIC WORKS - ENGINEERING, TRAFFIC SECTION.

**R303.22** REFERENCE TO PROWAG SECTION, 2005 DRAFT RULE (IDENTIFIED AS CURRENT BEST PRACTICE IN ACCESSIBLE PEDESTRIAN DESIGN UNDER FHWA FEDERAL AID (504) REGULATION).

 TAPER CURB

TRANSITION PANEL FROM RAMP TO EXISTING SIDEWALK (WHERE REQUIRED TO MATCH EXISTING SIDEWALK CROSS SLOPE). MAXIMUM GRADES ARE NOT SPECIFIED BY PROWAG. ADJUST LENGTH AS NEEDED TO PROVIDE SMOOTH TRANSITION. IF PROPOSED MATCH LINE LOCATION DOES NOT FALL ON AN EXISTING JOINT IN THE SECTION OF SIDEWALK TO REMAIN, THE EXISTING WALK SHALL BE REMOVED BACK TO THE NEXT JOINT (MINIMUM 2 FEET).

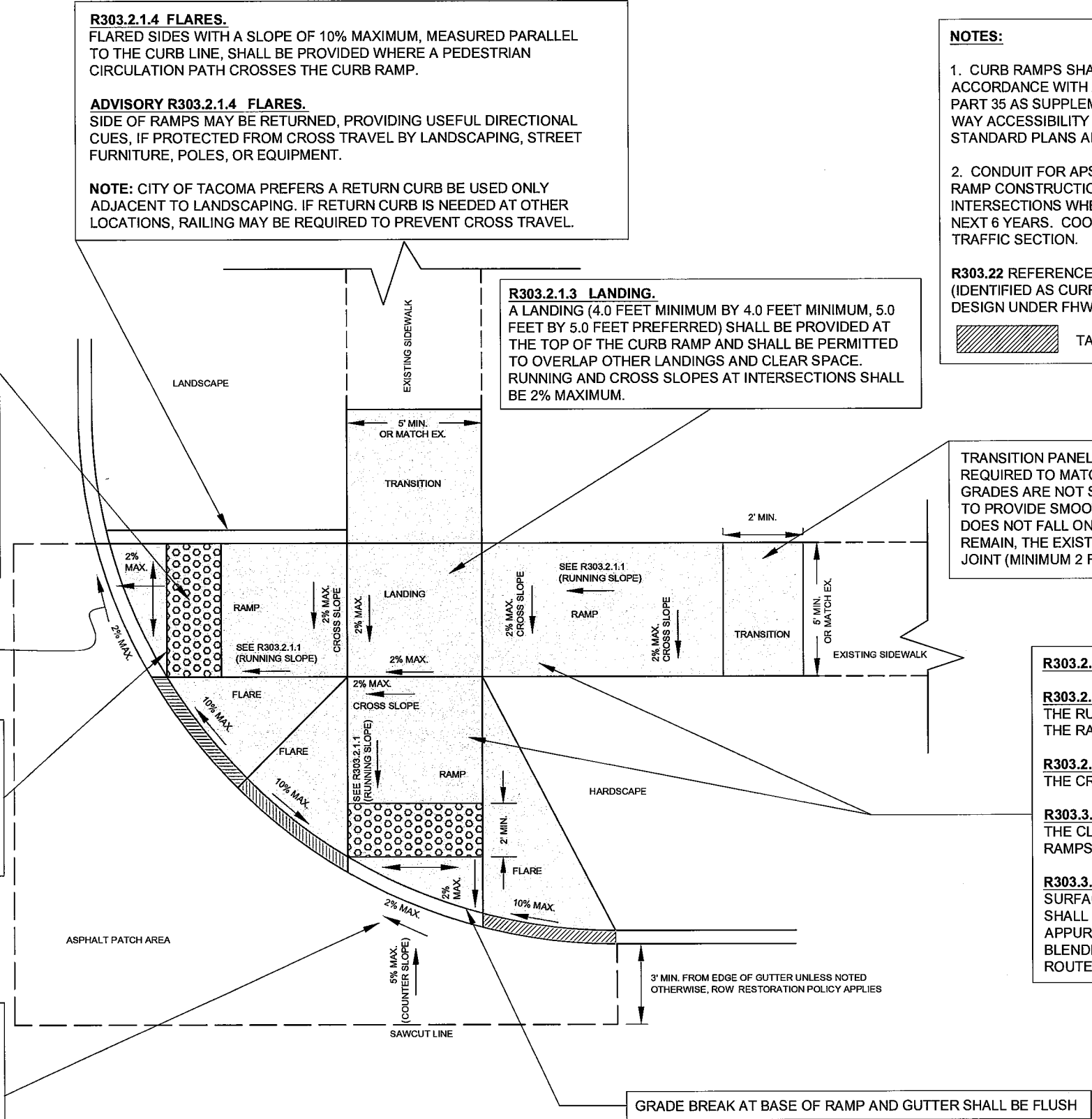
**R303.2.1 PERPENDICULAR CURB RAMPS.**

**R303.2.1.1 RUNNING SLOPE.**  
THE RUNNING SLOPE SHALL BE 8.3% MAXIMUM BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15.0 FEET.

**R303.2.1.2 CROSS SLOPE.**  
THE CROSS SLOPE SHALL BE 2% MAXIMUM.

**R303.3.1 WIDTH.**  
THE CLEAR WIDTH OF LANDINGS, BLENDED TRANSITIONS, AND CURB RAMPS, EXCLUDING FLARES, SHALL BE 4.0 FEET MINIMUM.

**R303.3.3 SURFACES.**  
SURFACES OF CURB RAMPS, BLENDED TRANSITIONS, AND LANDINGS SHALL COMPLY WITH R301. GRATINGS, ACCESS COVERS, AND OTHER APPURTENANCES SHALL NOT BE LOCATED ON CURB RAMPS, LANDINGS, BLENDED TRANSITIONS AND GUTTERS WITHIN THE PEDESTRIAN ACCESS ROUTE.



**FOR INFORMATIONAL PURPOSES ONLY**  
**DO NOT INCLUDE IN CONTRACT SPECIFICATIONS**

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

PROWAG GUIDELINES  
TYPICAL PERPENDICULAR CURB RAMP  
DESIGN STANDARDS  
STANDARD PLAN NO. SU-05I

**R303.2.2 PARALLEL CURB RAMPS.**

**R303.2.2.1 RUNNING SLOPE.**

THE RUNNING SLOPE SHALL BE 8.3% MAXIMUM BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15.0 FEET.

**R303.2.1.2 CROSS SLOPE.**

THE CROSS SLOPE SHALL BE 2% MAXIMUM.

**R303.3.1 WIDTH.**

THE CLEAR WIDTH OF LANDINGS, BLENDED TRANSITIONS, AND CURB RAMPS, EXCLUDING FLARES, SHALL BE 4.0 FEET MINIMUM.

**R303.3.3 SURFACES.**

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**R303.3.2 DETECTABLE WARNINGS.**

DETECTABLE WARNING SURFACES COMPLYING WITH R304 SHALL BE PROVIDED, WHERE A CURB RAMP, LANDING, OR BLENDED TRANSITION CONNECTS TO A STREET.

**R304.1.4 SIZE.**

DETECTABLE WARNING SURFACES SHALL EXTEND 24 IN. MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP (EXCLUSIVE OF FLARES), THE LANDING OR, THE BLENDED TRANSITION.

**R304.2.3 ALIGNMENT.**

THE ROWS OF TRUNCATED DOMES IN A DETECTABLE WARNING SURFACE SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE GRADE BREAK BETWEEN THE RAMP, LANDING, OR BLENDED TRANSITION AND THE STREET.

**R303.3.4 GRADE BREAKS.**

GRADE BREAKS AT THE TOP AND BOTTOM OF PERPENDICULAR CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF RAMP RUN. AT LEAST ONE END OF THE BOTTOM GRADE BREAK SHALL BE AT THE BACK OF CURB. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF CURB RAMPS, BLENDED TRANSITIONS, LANDINGS, AND GUTTER AREAS WITHIN THE PEDESTRIAN ACCESS ROUTE. SURFACE SLOPES THAT MEET THE GRADE BREAKS SHALL BE FLUSH.

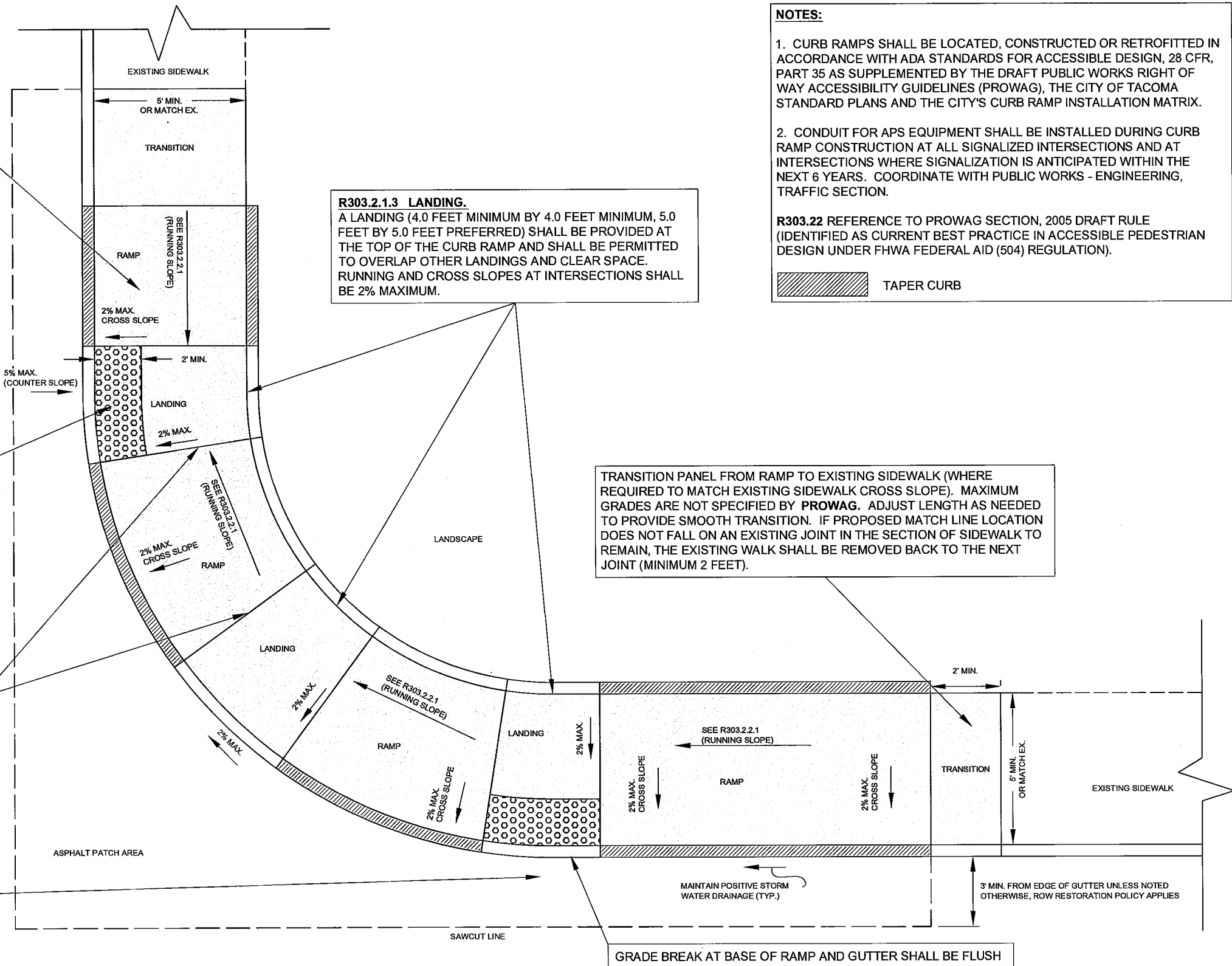
**CROSSWALK.**

**R303.3.5 COUNTER SLOPES.**

THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF A CURB RAMP, LANDING, OR BLENDED TRANSITION SHALL BE 5% MAXIMUM.

**R303.2.1.2 CROSS SLOPE.**

THE CROSS SLOPE AT INTERSECTIONS SHALL BE 2% MAXIMUM. THE CROSS SLOPE AT MID-BLOCK CROSSING SHALL BE PERMITTED TO BE WARPED TO MEET STREET GRADE.



**NOTES:**

1. CURB RAMPS SHALL BE LOCATED, CONSTRUCTED OR RETROFITTED IN ACCORDANCE WITH ADA STANDARDS FOR ACCESSIBLE DESIGN, 28 CFR, PART 35 AS SUPPLEMENTED BY THE DRAFT PUBLIC WORKS RIGHT OF WAY ACCESSIBILITY GUIDELINES (PROWAG), THE CITY OF TACOMA STANDARD PLANS AND THE CITY'S CURB RAMP INSTALLATION MATRIX.
2. CONDUIT FOR APS EQUIPMENT SHALL BE INSTALLED DURING CURB RAMP CONSTRUCTION AT ALL SIGNALIZED INTERSECTIONS AND AT INTERSECTIONS WHERE SIGNALIZATION IS ANTICIPATED WITHIN THE NEXT 6 YEARS. COORDINATE WITH PUBLIC WORKS - ENGINEERING, TRAFFIC SECTION.

**R303.2.2** REFERENCE TO PROWAG SECTION, 2005 DRAFT RULE (IDENTIFIED AS CURRENT BEST PRACTICE IN ACCESSIBLE PEDESTRIAN DESIGN UNDER FHWA FEDERAL AID (504) REGULATION).

 TAPER CURB

**FOR INFORMATIONAL PURPOSES ONLY  
DO NOT INCLUDE IN CONTRACT SPECIFICATIONS**

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS**

**PROWAG GUIDELINES  
TYPICAL PARALLEL CURB RAMP  
DESIGN STANDARDS**  
**STANDARD PLAN NO. SU-05J**

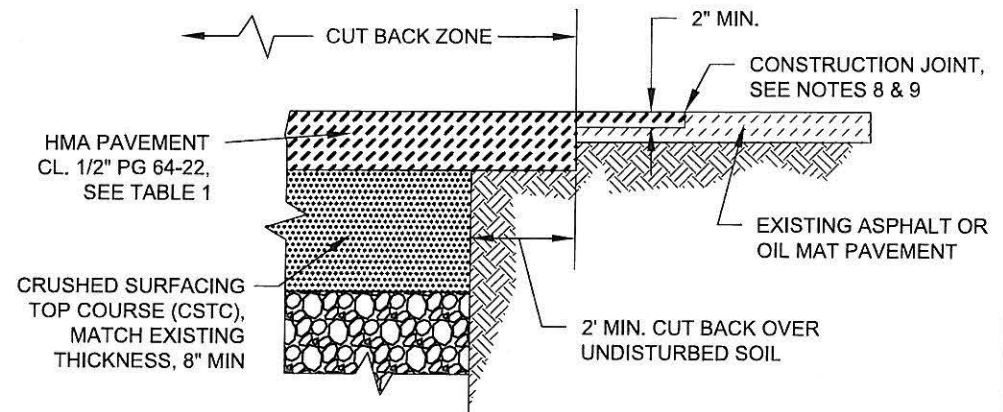


## NOTES

1. **All pavement restoration work shall also meet the requirements of the City of Tacoma's Right of Way Restoration Policy. See Standard Plan SU-15B for any streets exempt from this policy.**
2. Temporary Surface Restoration:  
 Arterials, industrial areas and/or roads with bus traffic: Temporary patches shall be compacted and leveled to a minimum of 3-inches of hot-mix asphalt (HMA).  
 Residential and alleys: Temporary patches shall be compacted and leveled to a minimum of 2-inches of either HMA or cold-mix asphalt. Temporary patches between October 1st and March 31st shall be made with HMA unless otherwise approved.
3. All permanent final patches shall be rectangular in shape and constructed parallel and perpendicular to the road centerline.
4. Where existing pavement defects are in close proximity to the new cut, the inspector may require additional pavement removal to eliminate the pavement defect.
5. The final cut edge of paved surfaces shall be smooth and straight, consistent with grinding or saw cutting devices. No jagged, broken or undermined edges are allowed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Final compaction of HMA shall be 91% of maximum density.  
Isolated patches: Minimum 1 test per patch up to 150 square feet, and 1 test required every additional 300 square feet, thereafter.  
Trench patches: 1 test every 150 linear feet of trench with a minimum of 2 tests per trench.  
 Testing shall be performed by a certified independent testing laboratory or certified tester, as approved by the City's Construction Division. Tests shall be completed and reports identifying the project number submitted to the City Construction Division within 48 hours of test.
7. All joints between the new and original asphalt pavement shall be sealed with hot asphalt or asphalt emulsion and covered with dry paving sand before the asphalt solidifies. Existing surfaces shall be prepared in accordance with WSDOT Standard Specification 5-04.3(5)A prior to placing any new pavement surfaces.

8. Longitudinal construction joints shall only be located at the center or edge of affected lanes.  
 Streets and courts 20 feet or less in width and all alleys are considered one-lane streets. Non-arterial streets and courts greater than 20 feet in width with no traffic channelization are considered two-lane streets with one-lane either side of the centerline of the street.  
 Non-arterial streets greater than 32 feet in width with no traffic channelization may be considered three lane streets upon prior approval from the City Engineer.
9. Transverse construction joints terminate at the edge of the 2' cut back.
10. HMA pavement shall not be placed over CDF until approved by the City.

TABLE 1 PAVEMENT REPLACEMENT DEPTH IN CUT BACK ZONE		
	MIN.	MAX.
ARTERIALS, INDUSTRIAL AREAS & ROADS WITH BUS TRAFFIC	MATCH EXISTING +1", OR 4", WHICHEVER IS GREATER	6"
RESIDENTIALS AND ALLEYS	MATCH EXISTING +1", OR 3", WHICHEVER IS GREATER	4"



CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

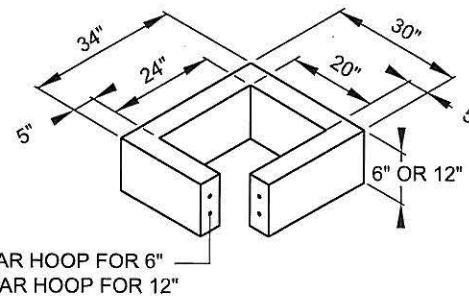
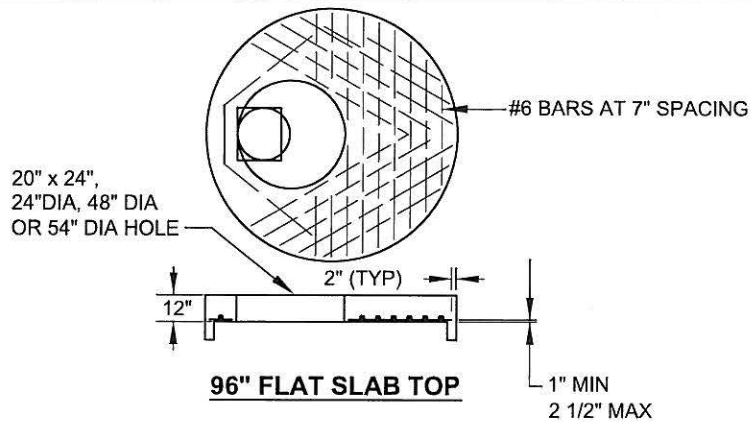
APPROVED FOR PUBLICATION

*James Ramsey*  
CITY ENGINEER

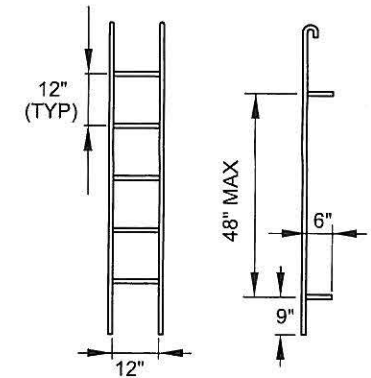
12 Jun 2009  
DATE

TYPICAL PAVEMENT RESTORATION  
FOR ASPHALT CONCRETE/OIL MAT  
PAVEMENT

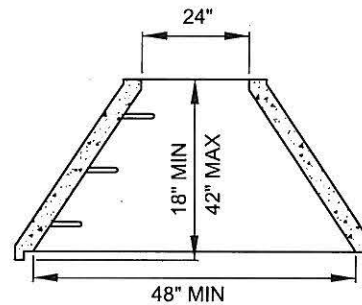
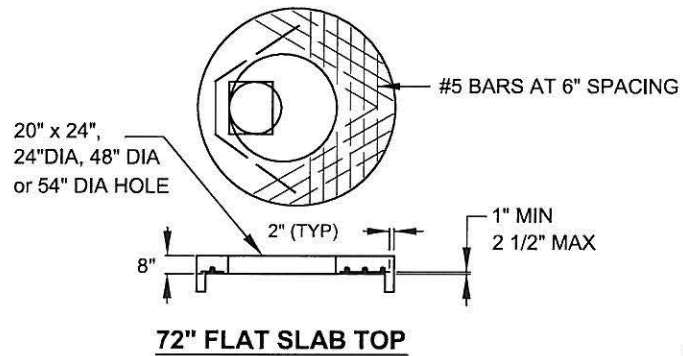
STANDARD PLAN NO. SU-15A



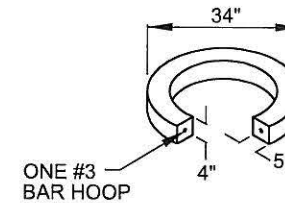
**RECTANGULAR ADJUSTMENT  
SECTION**



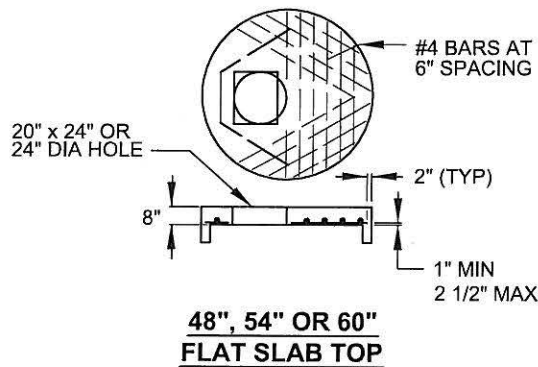
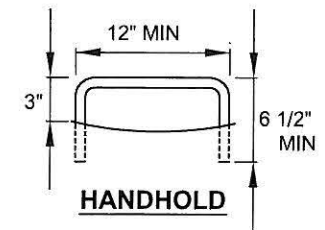
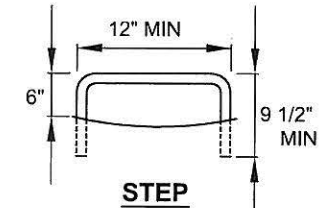
**PREFABRICATED LADDER**



**CONCENTRIC CONE SECTION**



**CIRCULAR ADJUSTMENT  
SECTION**



**NOTE:**

As an acceptable alternate to rebar, wire mesh having a minimum area of 0.12 square inches per foot may be used for adjustment sections.

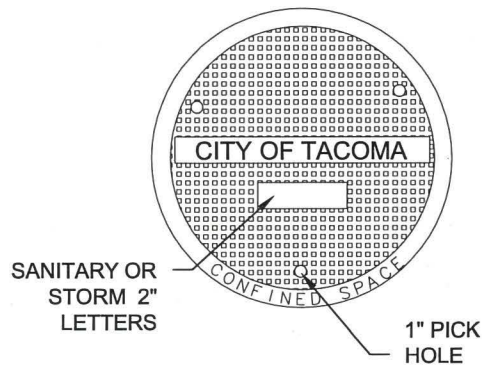
CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

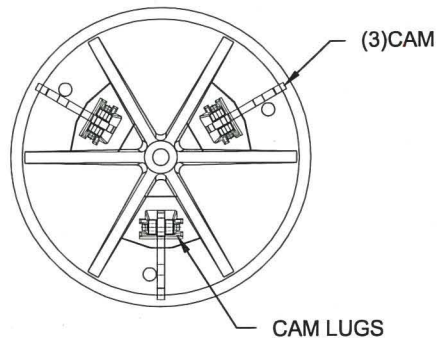
*James Pervey*  
CITY ENGINEER

12 Jun 2009  
DATE

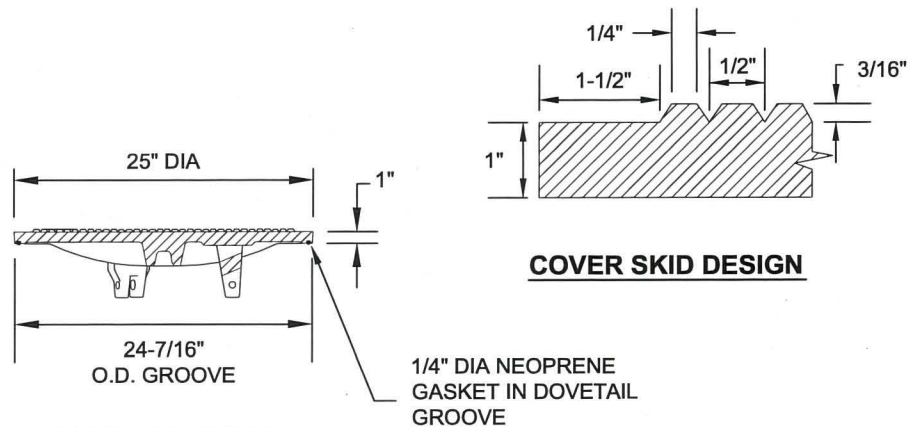
MISCELLANEOUS DETAILS  
FOR MANHOLES AND  
CATCH BASINS  
STANDARD PLAN NO. SU-21



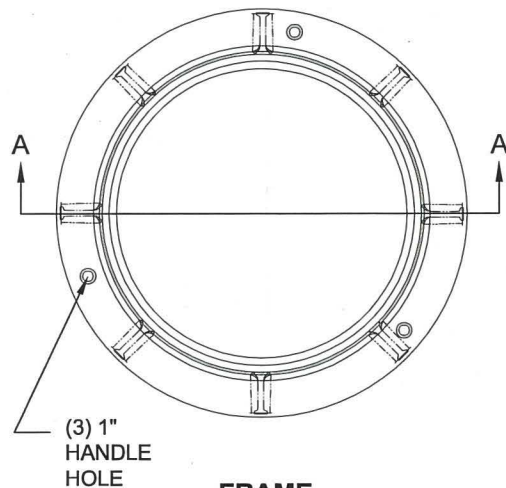
**PLAN VIEW**



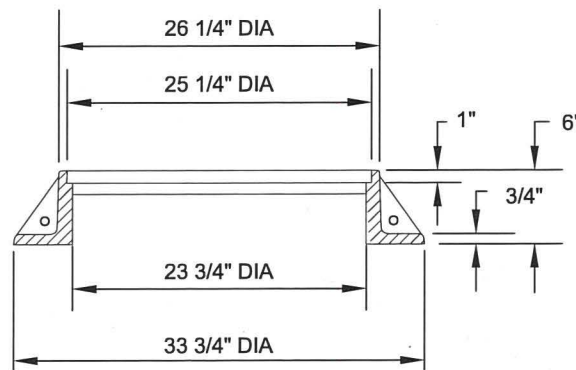
**BOTTOM VIEW**



**COVER SECTION**



**FRAME**



**SECTION A-A**

**NOTES:**

1. Covers shall have the word "SANITARY" in 2 inch raised letters when used with sanitary sewer installations, or "STORM" when installed with storm sewers. All covers shall have the words "CITY OF TACOMA" in 1-1/2 inch raised letters and the words "CONFINED SPACE" in 1-inch raised letters.
2. Lids must be interchangeable, any lid shall fit any and all frames.
3. Frame and cover shall be designed for H-20 loading.
4. Frame shall be grey-iron conforming to the requirements of AASHTO M 105, grade 30B.
5. Covers shall be ductile iron conforming to ASTM A 536, grade 80-55-06.
6. Per WSDOT Standard Specification 9-05.15, metal castings shall not be dipped, painted, welded, plugged, or repaired.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

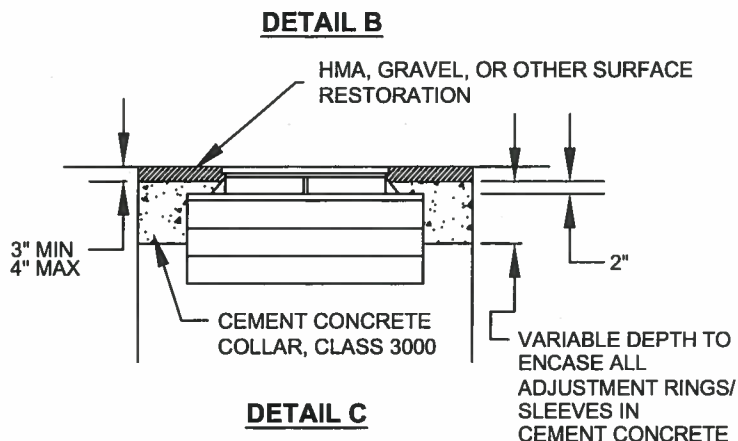
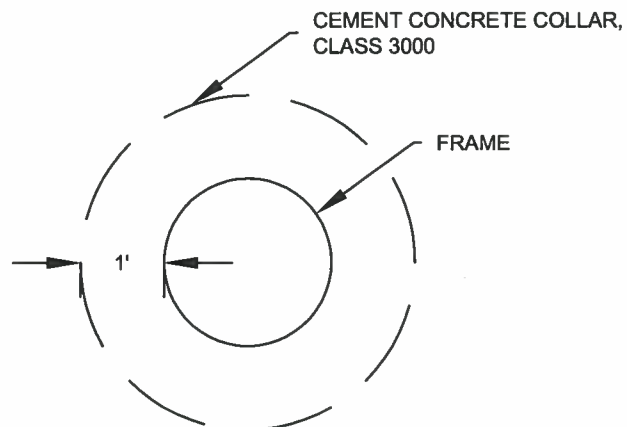
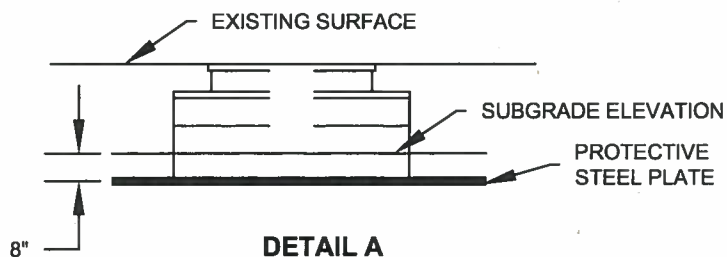
*[Signature]*  
CITY ENGINEER

*[Signature]*  
DATE 1/17/04

MANHOLE FRAME AND COVER

STANDARD PLAN NO. SU-22





## PROGRESSION OF WORK

### PRIOR TO EXCAVATING OR RESURFACING:

Contractor shall:  
Remove frame and risers to a depth 8-inches below subgrade.  
Install steel protective plate in accordance with Detail A.  
Reference the location of the utility structure.

### CONSTRUCTION OF SURFACING:

Gravel surfacing:  
Install base materials and gravel over protective steel plate.

Asphalt surfacing:  
Install base materials and asphalt over protective steel plate.

Concrete surfacing:  
Adjust frame and grate to final grade prior to placing concrete surfacing.

### UPON COMPLETION OF SURFACING:

The asphalt concrete pavement or gravel surfacing shall be removed in a neat circle in accordance with Detail B.

The location of the asphalt or gravel removal shall be based upon the reference location established by the Contractor.

Crushed surfacing and base materials shall be removed and disposed of to allow the removal of the steel protective plate.

The structure shall be adjusted to finish grade utilizing the same methods of construction as specified for new construction in Section 7-05.

For hot mix asphalt, the area shall then be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the finished pavement surface. 24-hours after placing the concrete, HMA pavement CL. 3/8" PG 64-22 shall be placed in accordance with Standard Plan No. SU-15.

For non-paved surfaces, the area shall be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the top of the casting and then backfilled with crushed surfacing top course and compacted.

### NOTE:

All general provisions, construction and warranty requirements of the Right of Way Restoration Policy will be followed.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

CITY ENGINEER

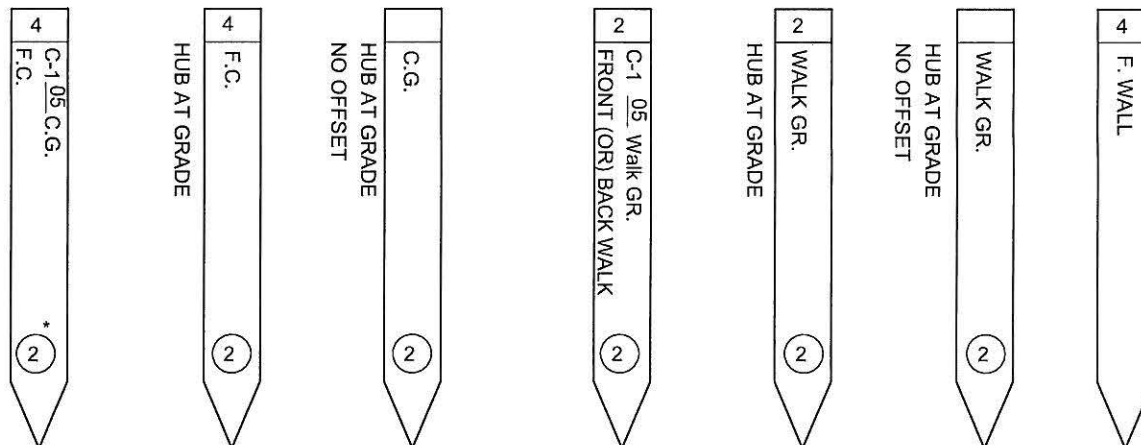
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UTILITY ADJUSTMENT

STANDARD PLAN NO. SU-25

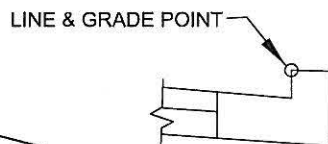
# ABBREVIATIONS

F.C.....	FACE OF CURB
C.G.....	CURB GRADE
F.L.....	FLOW LINE
F.WALL...	FACE OF WALL
SH.GR....	SHOULDER GRADE
C.B.....	CATCH BASIN
M.H.....	MAN HOLE
L.H.....	LAMP HOLE
S.G.....	SUBGRADE
B.G.....	BALLAST GRADE
CR.R.GR.	CRUSHED ROCK GRADE
P.C.....	POINT OF CURVATURE
P.T.....	POINT OF TANGENCY
V.C.....	VERTICAL CURVE
E.P.....	EDGE OF PAVING

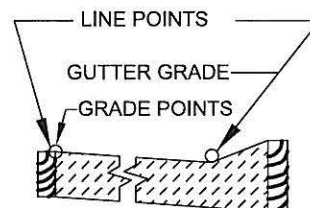


STAKES SHALL HAVE STATIONS ON BACK SIDE

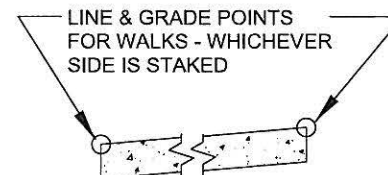
\* DESIGNATES DISTANCE FROM GUARD STAKE TO GRADE OR LINE HUB. (OPTIONAL)



CURBS

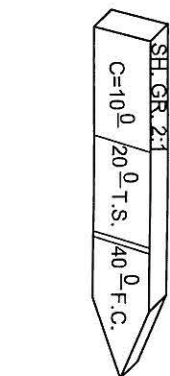


ALLEY SLABS

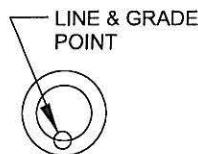
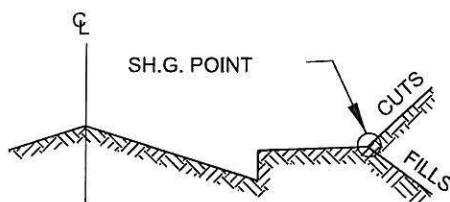


WALKS

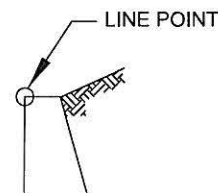
SIDE OR BACK



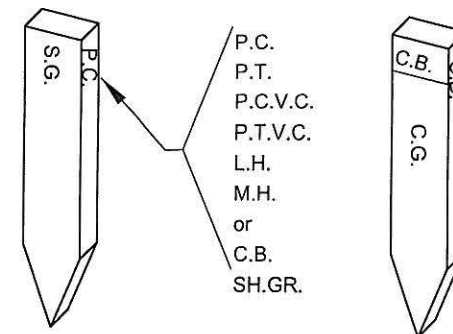
SLOPE STAKES



SEWERS



WALLS

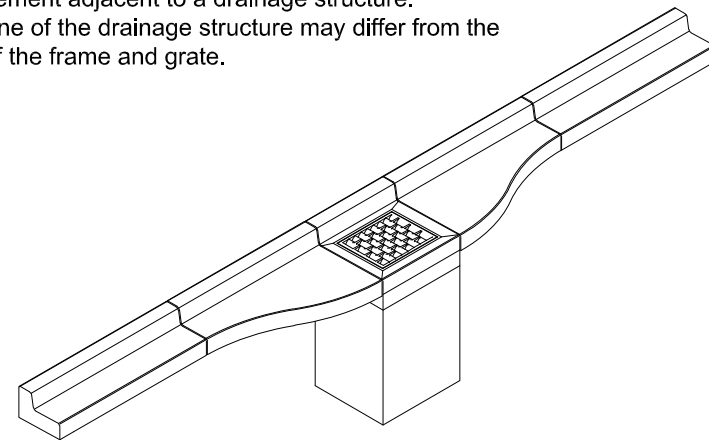
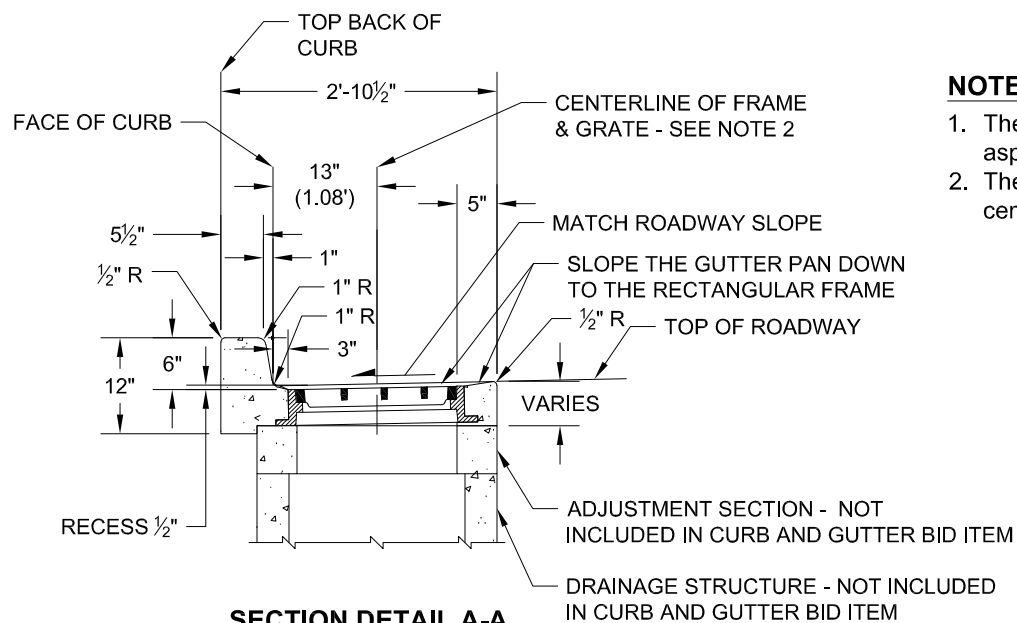


APPROVED FOR PUBLICATION

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

*James Pomeroy* 12 Jun 2009  
CITY ENGINEER DATE

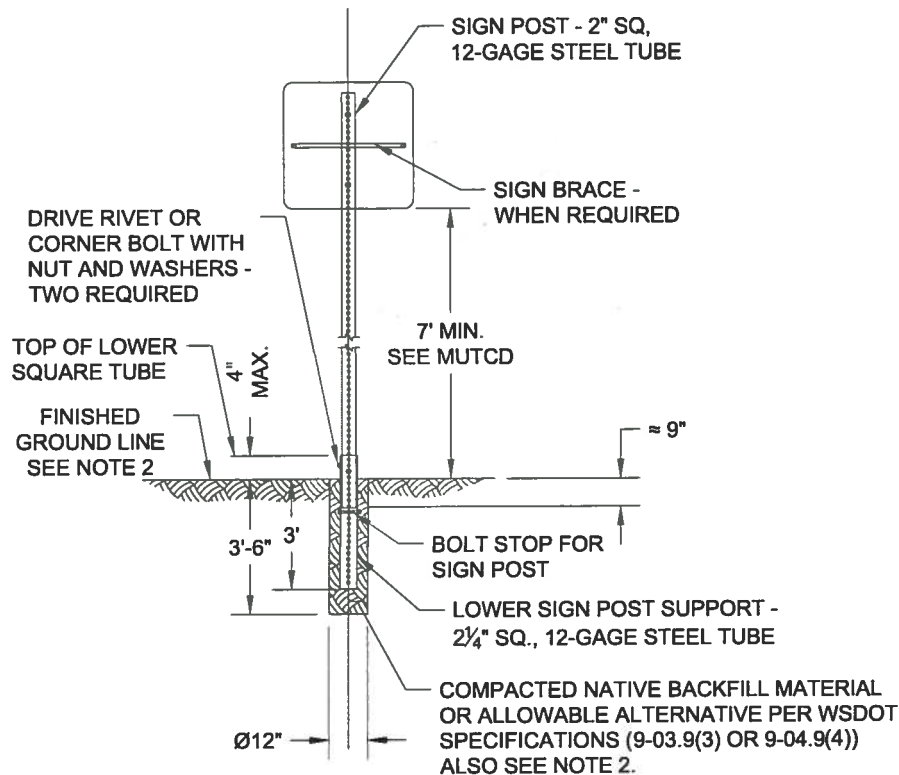
STANDARD PROCEDURE  
FOR MARKING  
CONSTRUCTION STAKES  
STANDARD PLAN NO. SU-26



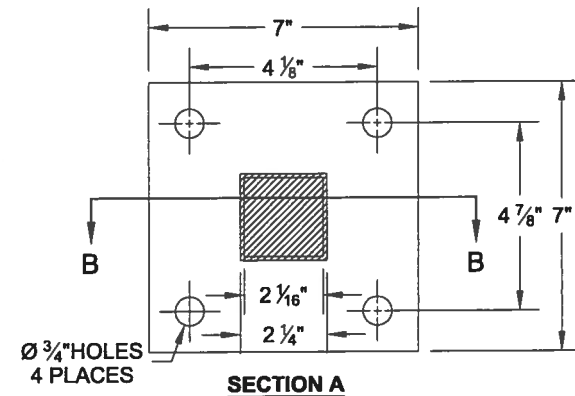
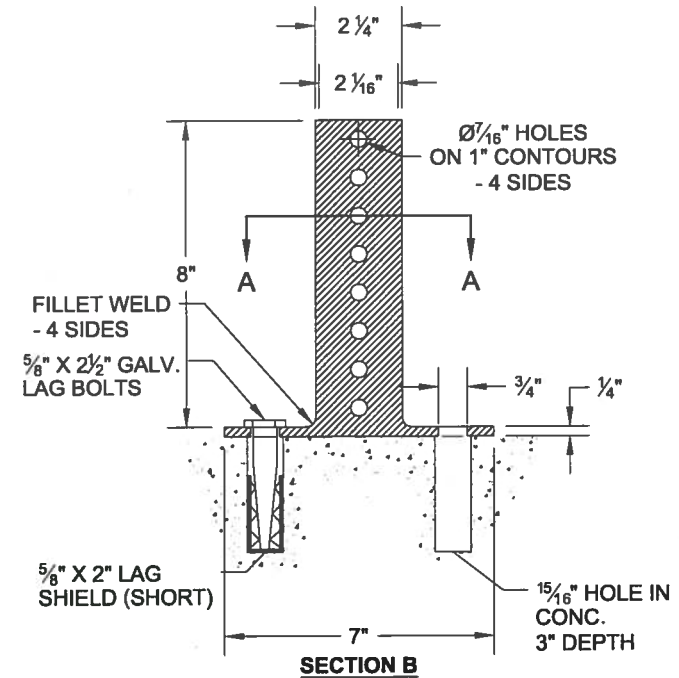
SU-30

# NOTES:

1. Surface mounting of sign posts, especially within traffic islands or medians, is only allowable with special authorization from the city's traffic engineering group, (Exception: Surface mounting of flexible post object markers within islands or medians is permitted).
2. If finished ground line is a hard surface, then compacted native backfill material shall be concrete with the top of foundation being smooth, dense, and uniform to finished ground line.



**SIGN SUPPORT DETAIL  
FOR STEEL SIGN POST**



**BASE PLATE DETAIL FOR  
STEEL SIGN POST SURFACE MOUNTING  
(SEE NOTE 1)**

DCS  
PUBLIC WORKS  
NA  
TACOMA POWER

REVIEWED BY

ENVIRONMENTAL SERVICES  
NA  
TACOMA WATER



APPROVED FOR PUBLICATION

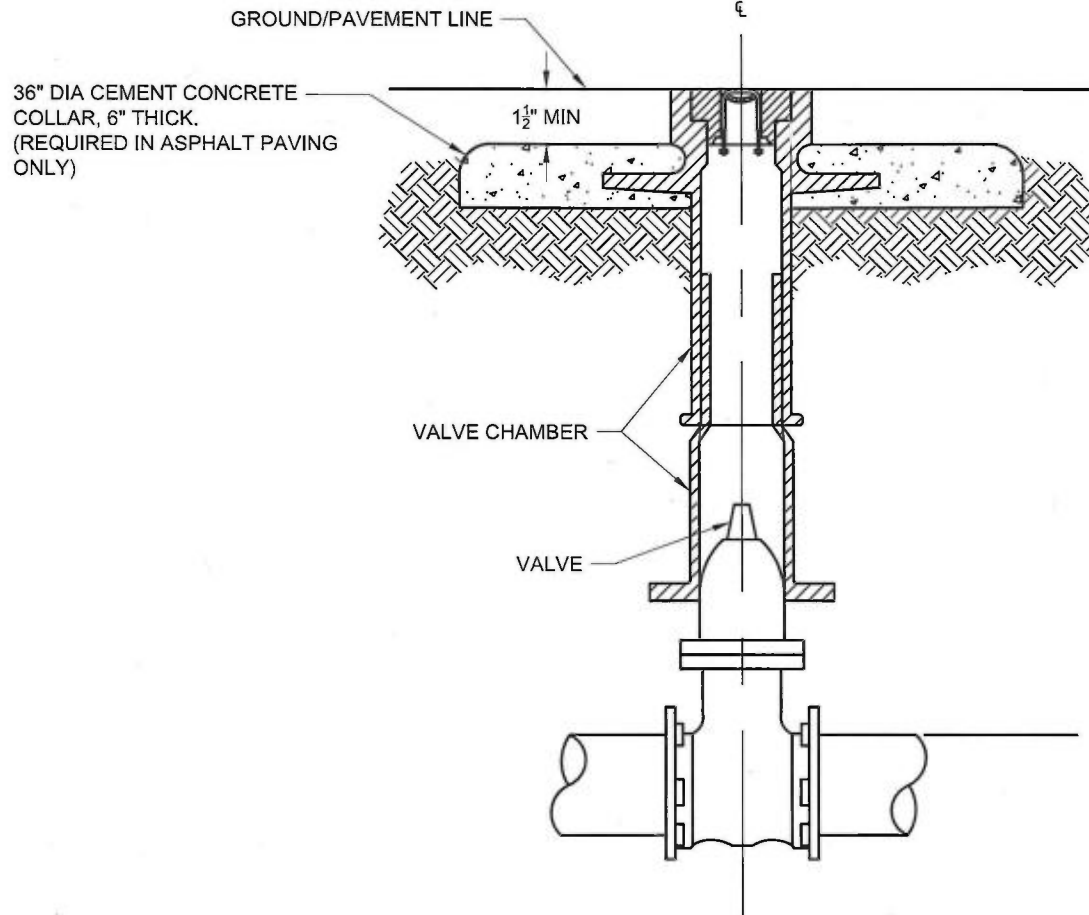
CITY ENGINEER

DATE

CITY OF TACOMA

SIGN POST  
INSTALLATION

STANDARD PLAN NO. SU-34



# NOTES:

Class 3000 cement concrete shall be placed, 1 1/2" min, below the finished pavement surface.

24-hours after placing the cement collar, HMA Class 3/8" PG 64-22 shall be placed in accordance with Standard Plan SU-15.

If the valve chamber being adjusted belongs to Tacoma Water, the Contractor shall contact Tacoma Water, Operations, at 253-502-8742 for final inspection.

REVIEWED BY

DCS

PUBLIC WORKS

N/A

TACOMA POWER

ENVIRONMENTAL SERVICES

G.W.

TACOMA WATER



APPROVED FOR PUBLICATION

[Signature]

CITY ENGINEER

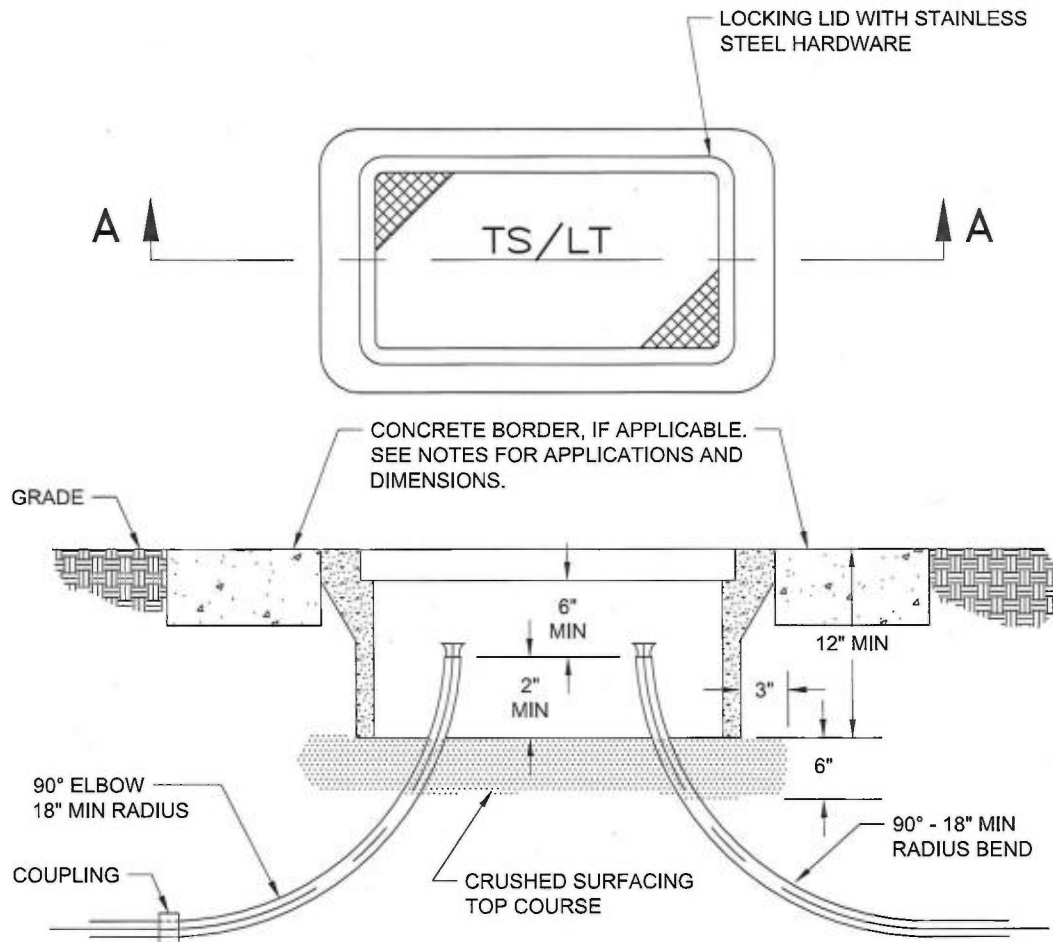
5/31/12

DATE

CITY OF TACOMA  
VALVE CHAMBER  
COLLAR DETAIL

STANDARD PLAN NO. SU-37





#### NOTES:

1. Junction boxes shall be concrete and in conformance with WSDOT's Type 1 and 2 Locking Lid Standard Duty Junction Box. Box and lid will be load rated for traffic and shall have a nonskid surface. The lid shall be marked "TS", "LT", or other designation as called for on the proposal.
2. All junction boxes containing interconnect cable will be Type 2 or larger.
3. Boxes shall be set on a base of 6 inch crushed surfacing top course for drainage.
4. Metal lids will be grounded. Ground conductor shall be a minimum 24 inches long.
5. Care shall be taken to place junction boxes outside of areas heavily used by pedestrians, especially near crosswalks and corners.
6. Junction boxes shall not be placed in curb ramps or areas subject to vehicular traffic.
7. Adjacent junction boxes will be separated by a minimum of 3 inches.
8. Install pulling bells or bushings on conduit ends.

#### CONCRETE BORDER APPLICATION AND DIMENSION:

1. For junction boxes bordered by less than 12 inches wide of concrete or asphalt section, a concrete border is required.
2. Junction boxes located in asphalt will be secured on all sides with a minimum 12 inch wide by 6 inch deep concrete section.
3. Junction boxes located in concrete will be secured on all sides with a minimum 12 inch wide concrete section. The depth of the concrete shall meet the depth of the adjacent concrete. The concrete will be finished in the same manner as the adjacent concrete, where applicable.
4. Junction boxes located in a planter strip, landscaped area, or other non-hardened surface will be secured on all sides with a minimum 6 inch wide by 12 inch deep concrete section flush with the top of the junction box.

SECTION A-A

DCS

PUBLIC WORKS

N/A  
TACOMA POWER

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ENVIRONMENTAL  
SERVICES

N/A  
TACOMA WATER



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CITY ENGINEER

5/31/17  
DATE

CITY OF TACOMA  
JUNCTION BOX  
INSTALLATION  
TYPICAL

STANDARD PLAN NO. TS-08

## NOTES:

- Street trees shall have a trunk free of branches up to the height listed below when planted:
  - Small trees, whose mature height is 15 to 25 feet, shall have a trunk free of branches up to a minimum of 4 feet.
  - Conifer/evergreen trees shall have a trunk free of branches up to a minimum of 2 feet.
  - Trees with ascending branches (examples - *Ulmus Americana* and *Zelkova Serrata*) may be branched 1 foot or More below the standard height and still provide proper clearance when planted.
  - All other trees shall have a trunk free of branches up to a minimum of 6 feet.
- Street trees shall not be less than 1.5 inches in caliper for broadleaf trees or 6 feet in height for evergreen/conifers.
- For minimum unpaved planting area dimensions refer to tree well dimension detail, STANDARD PLAN NO. LS-03.
- The accessible portion of the sidewalk must be a minimum of 5 feet and be free of obstructions.

## MINIMUM TREE SETBACKS (AT PLANTING):

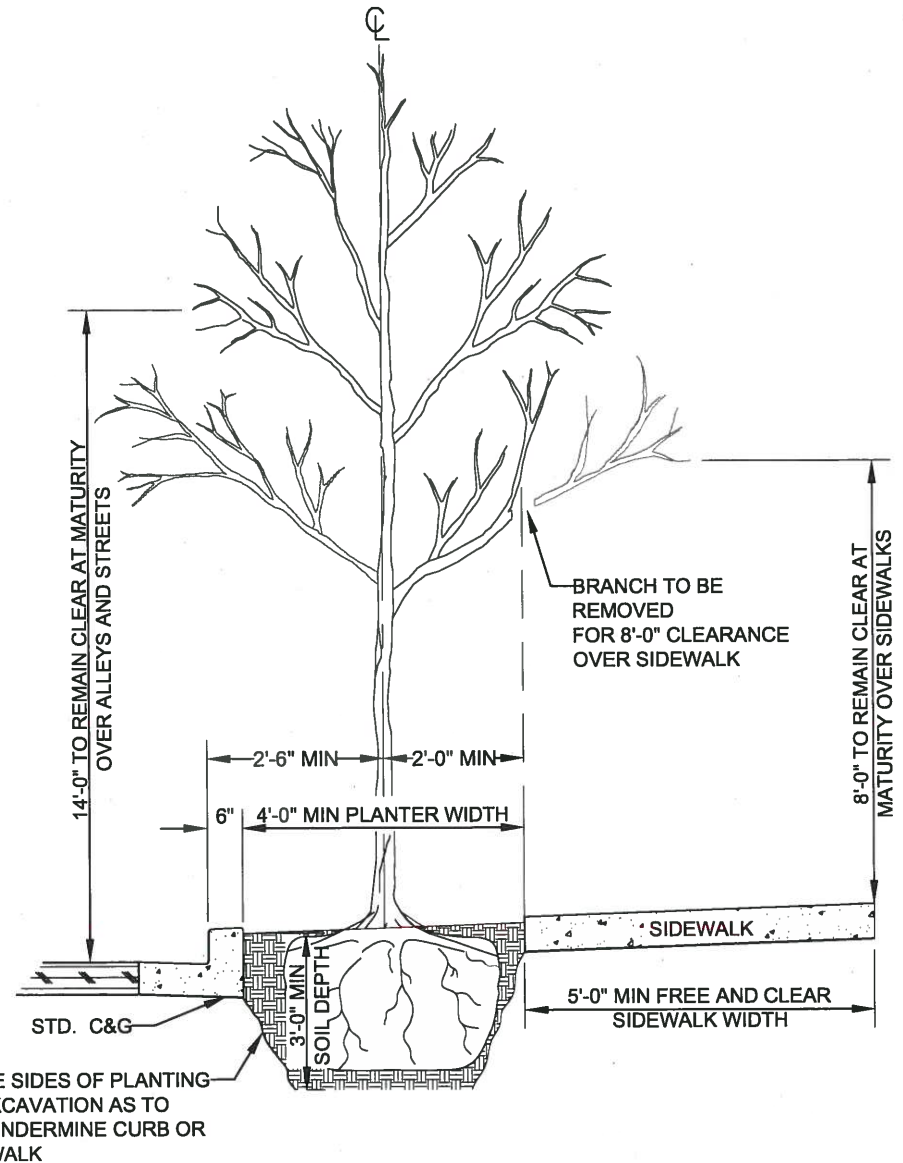
Centerline of tree to centerline of:	
Street corner (extension of outside face of curb)	25'-0"
Stop or yield sign	25'-0"
Utility pole	15'-0"
Other traffic control sign	5'-0"

Centerline of tree to edge of:	
Driveway	5'-0"
Face of curb	2'-6"
Pavement	2'-0"

Edge of tree to edge of:	
Utility worker access lids	5'-0"
Gas shutoff valves	5'-0"
Fire hydrant & hydrant branch	10'-0"
Water meter, water service & water mains	5'-0"
Storm inlet, cb, & manhole	5'-0"
Storm/sanitary service connections & mains	5'-0"

## MINIMUM TREE CLEARANCES (AT MATURITY):

Lowest branch to surface of:	
Streets	14'-0"
Sidewalks	8'-0"



APPROVED FOR PUBLICATION

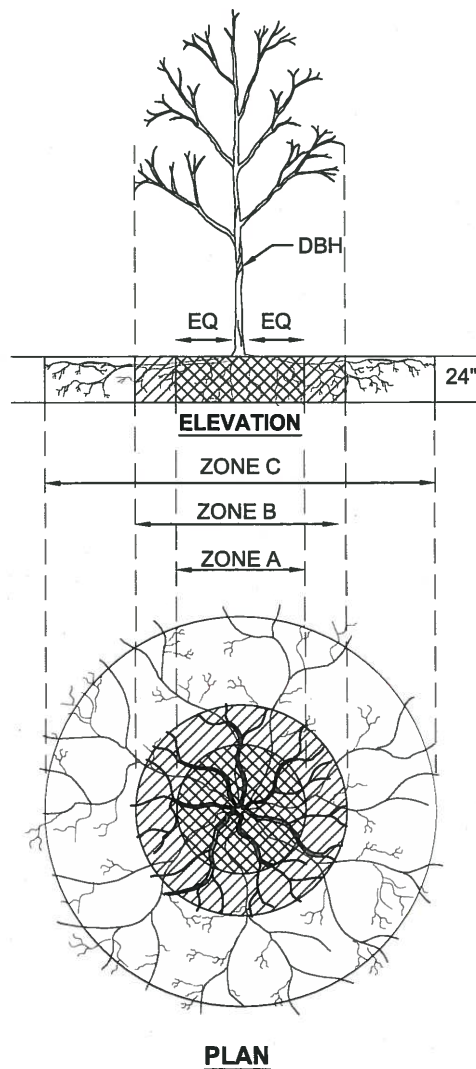
STREET TREE CLEARANCE

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

*[Signature]*  
CITY ENGINEER

*7/2/15*  
DATE

STANDARD PLAN NO. LS-02



### **ZONE A (CRITICAL ROOT ZONE)**

The Critical Root Zone is the area under a tree measuring 1 foot of radius per 1 inch of diameter at breast height (DBH) from the trunk outwards and 24 inches in depth. For example: for a 10 inch dbh tree, the Critical Root Zone is located at least 10 feet out from the trunk and 24 inches deep.

#### **RESTRICTIONS**

1. No disturbance allowed without site-specific inspection and approval of methods to minimize root damage.
2. If roots larger than 2" IN DIA. are encountered, inspection and approval is required before proceeding trenching/excavation work.
3. Tunneling is required to install lines 3'-0" below grade or deeper.

### **ZONE C (FEEDER ROOT ZONE)**

The Feeder Root Zone is the area under a tree measuring 2 feet of radius per 1 inch of DBH from the trunk outwards and 24 inches in depth. For example: for a ten inch diameter tree, The Critical Root Zone is located at least 20 feet out from the trunk and 24 inches deep.

#### **RESTRICTIONS**

1. Operation of heavy equipment and/or stockpiling of materials subject to approval. \*Surface protection measures required
2. Trenching permitted as follows:
  - excavation by hand or WITH hand-driven trencher maybe required
  - Minimize trench width to the extent possible
  - Maintain 2/3 or more of ZONE C in an undisturbed condition

### **ZONE B (DRIP LINE)**

The Drip Line is the area below the tree in which the boundary is designated by the edge of the tree's crown.

#### **RESTRICTIONS**

1. Operation of heavy equipment and/or stockpiling of materials subject to approval. \*Surface protection measures required
2. Trenching permitted as follows:
  - Excavation by hand or with a hand-driven trencher may be required
  - Minimize trench width to the extent possible
  - No disturbance permitted within ZONE A
  - Maintain 2/3 or more of zone b in an undisturbed condition
3. Tunneling may be required for trenches deeper than 3'-0"

#### **\*SURFACE PROTECTION MEASURES**

1. Wood chip mulch layer, 6"-12" depth; or
2. 4" wood chip mulch layer under 3/4" plywood; or
3. 4" gravel over staked geotextile fabric
4. 4" wood chip mulch layer under steel plates;
5. 4" wood chip mulch layer under logging road mats

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

*[Signature]*  
CITY ENGINEER

7/14/16  
DATE

TREE PROTECTION  
DURING CONSTRUCTION

STANDARD PLAN NO. LS-08



### **TREE PROTECTION ZONE (TPZ)**

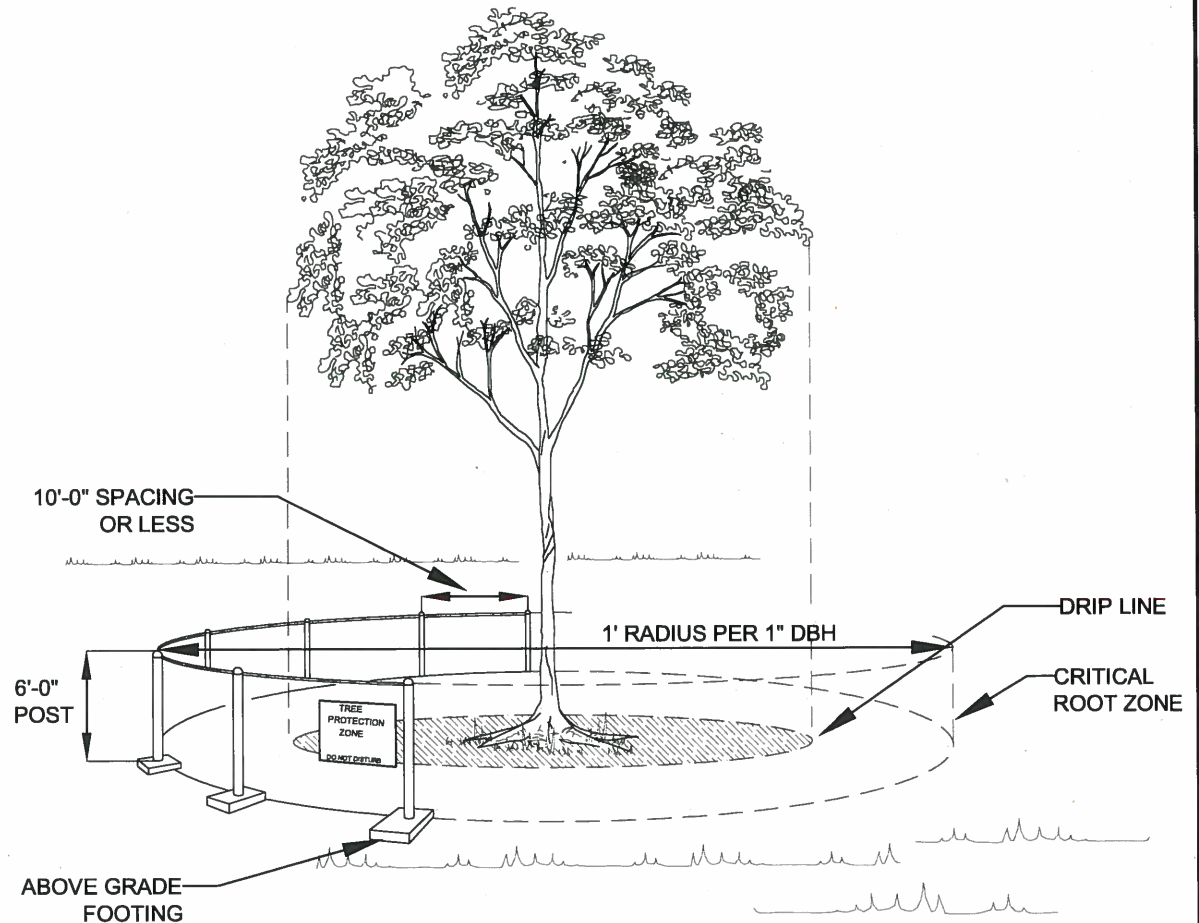
The Tree Protection Zone is an arborist defined area surrounding the trunk intended to protect the roots and soil to ensure future tree health and safety.

The location of the Tree Protection Zone is at the edge of the Critical Root Zone OR Drip Line, whichever is greater, or area as defined by the projects arborist.

For Critical Root Zone and Drip Line measurements see **TREE PROTECTION DURING CONSTRUCTION STANDARD PLAN NO. LS-08**.

### **TREE PROTECTION FENCING**

1. Erect readily visible six-foot (6'-0") high chain link fencing at the edge of the Tree Protection Zone, and at the boundary of any open space tracts or conservation easements that abut the construction site except where, due to space restrictions, a specific distance is specified by the project's arborist.
2. Fencing shall be secured 6 foot metal posts with movable footings located above ground. metal posts shall not be more than 10 feet apart.
3. Fencing shall be flush with the initial undisturbed grade.
4. Signs shall be attached to the fencing stating that the tree is designated for protection and the area inside the fencing is a TPZ, which is not to be disturbed unless prior approval has been obtained from the city and/or the project's arborist.
5. Maintain the fencing in place until the city authorizes removal or a final certificate of occupancy is issued, whichever occurs first.
6. Ensure that any landscaping done in the TPZ, subsequent to the removal of the fencing, shall be accomplished with light machinery or hand labor.
7. No construction activity shall occur within the TPZ, including but not limited to:
  - Dumping or storage of materials such as building supplies, soil, waste items, and
  - storage of vehicles or equipment



**CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS**

**APPROVED FOR PUBLICATION**

*[Signature]*  
CITY ENGINEER

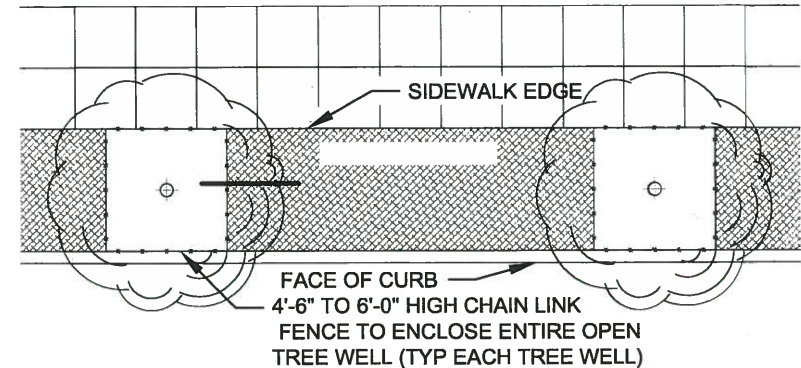
*7/4/15*  
DATE

**TREE PROTECTION  
DURING CONSTRUCTION**

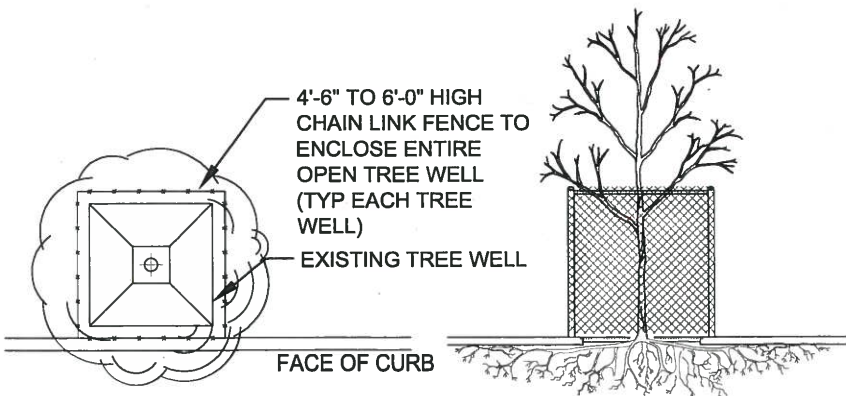
**STANDARD PLAN NO. LS-09**

# **NOTES:**

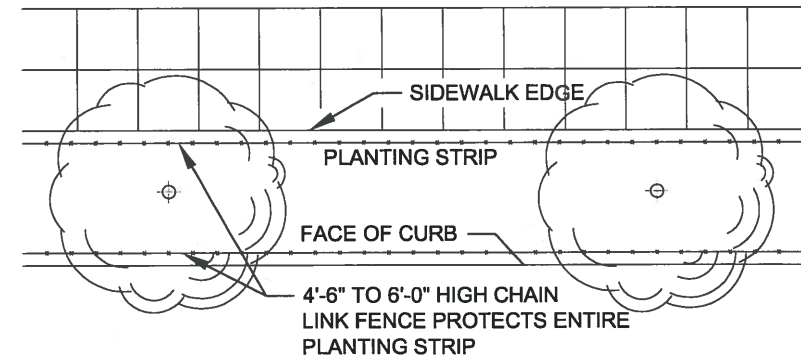
1. Tree protection requirements included in this standard detail are for trees which are directly adjacent to paved surfaces which will be retained through construction.
2. Required protection measures for trees other than those in tree wells and planting strips are contained in the TYPICAL TREE PROTECTION FENCING STANDARD PLAN NO. LS-09.
3. Reusable temporary tree and landscape protection fencing can be substituted for chain link fencing in tree wells and planting strips (SEE REUSABLE TREE PROTECTION FENCING FOR PAVED AREAS STANDARD PLAN NO. LS-11).
4. Consider traffic turning visibility and pedestrian visibility when selecting fence height; typically shorter fencing around tree pits between sidewalk and roadway is desired.



**TREE IN PLANTING STRIP-OPTION 1**



**TREE IN TREE WELL**



**TREE IN PLANTING STRIP-OPTION 2**

**CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS**

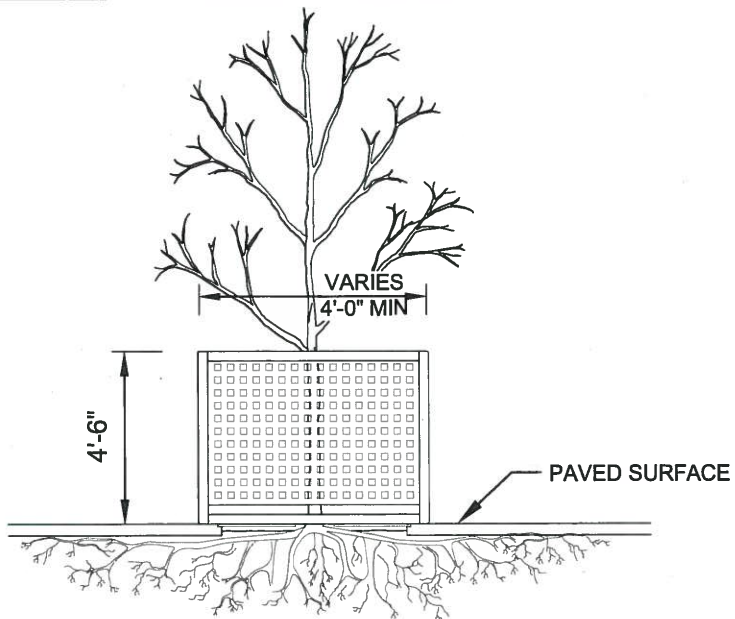
**APPROVED FOR PUBLICATION**

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CITY ENGINEER

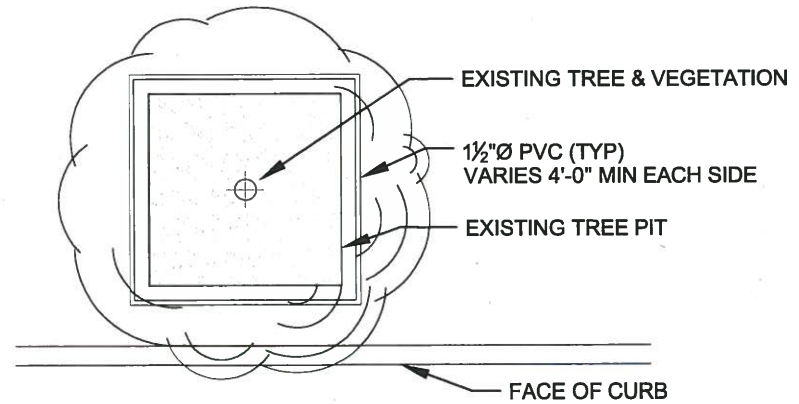
*7/6/16*  
DATE

**TREE PROTECTION FENCING  
FOR TREES IN PAVED AREAS**

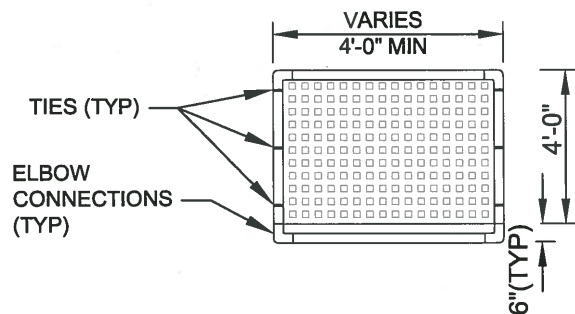
**STANDARD PLAN NO. LS-10**



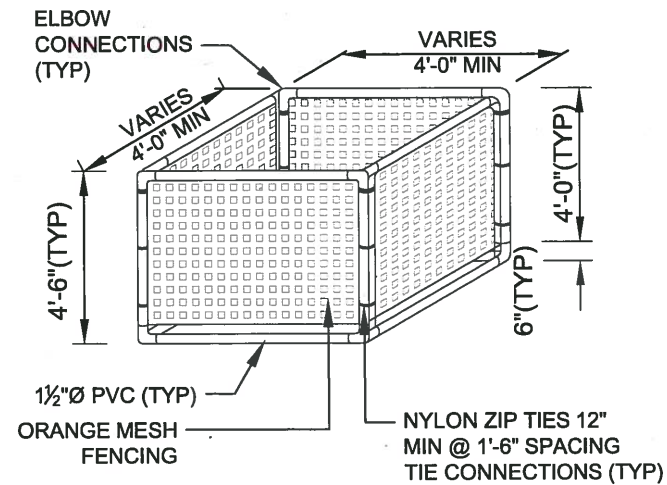
**TYPICAL TREE GUARD RAIL**



**PLAN VIEW**



**TYPICAL PANEL**



CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

CITY ENGINEER

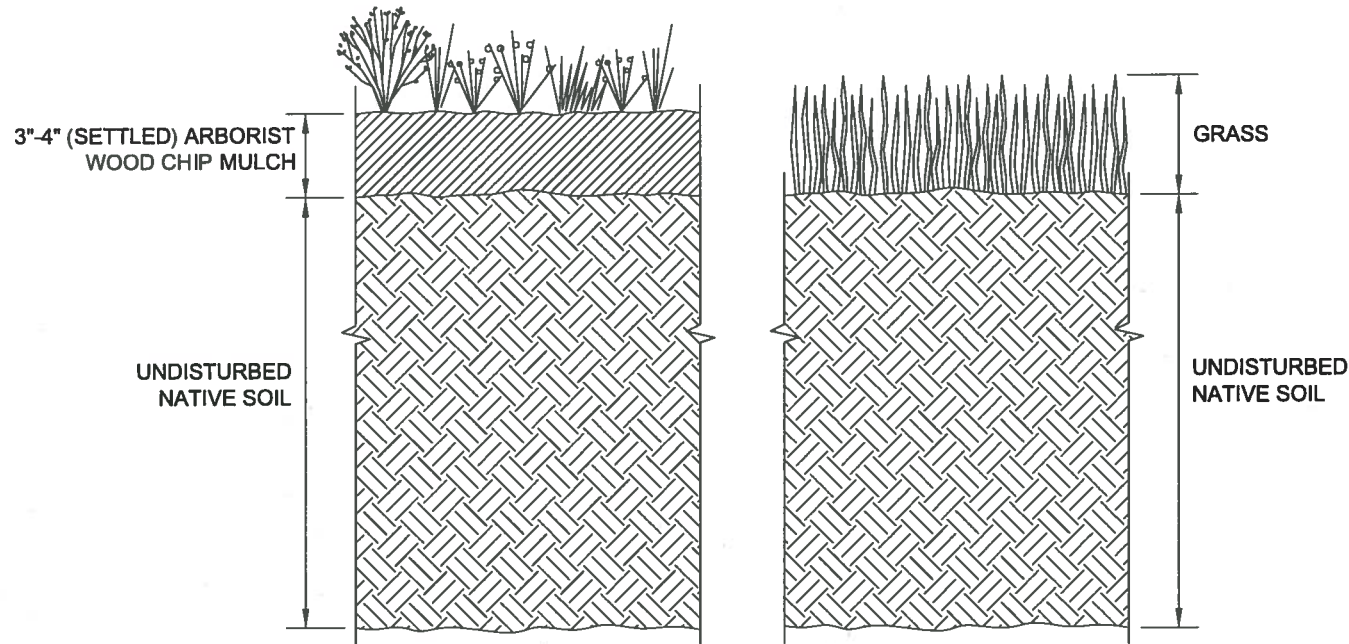
DATE

REUSABLE TREE PROTECTION  
FENCING FOR PAVED AREAS

STANDARD PLAN NO. LS-11

### PLANTING BEDS

### TURF (LAWN) AREAS



OPTION 1: Leave native vegetation and soil undisturbed, and protect from compaction during construction. Identify areas of the site that will not be stripped, logged, graded or driven on, and fence off those areas to prevent impacts during construction. If neither soils nor vegetation are disturbed, these areas do not require amendment.

See SWMM BMP L613 for additional information.

DCS

PUBLIC WORKS

NA

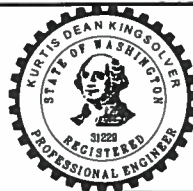
TACOMA POWER

REVIEWED BY

ENVIRONMENTAL  
SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

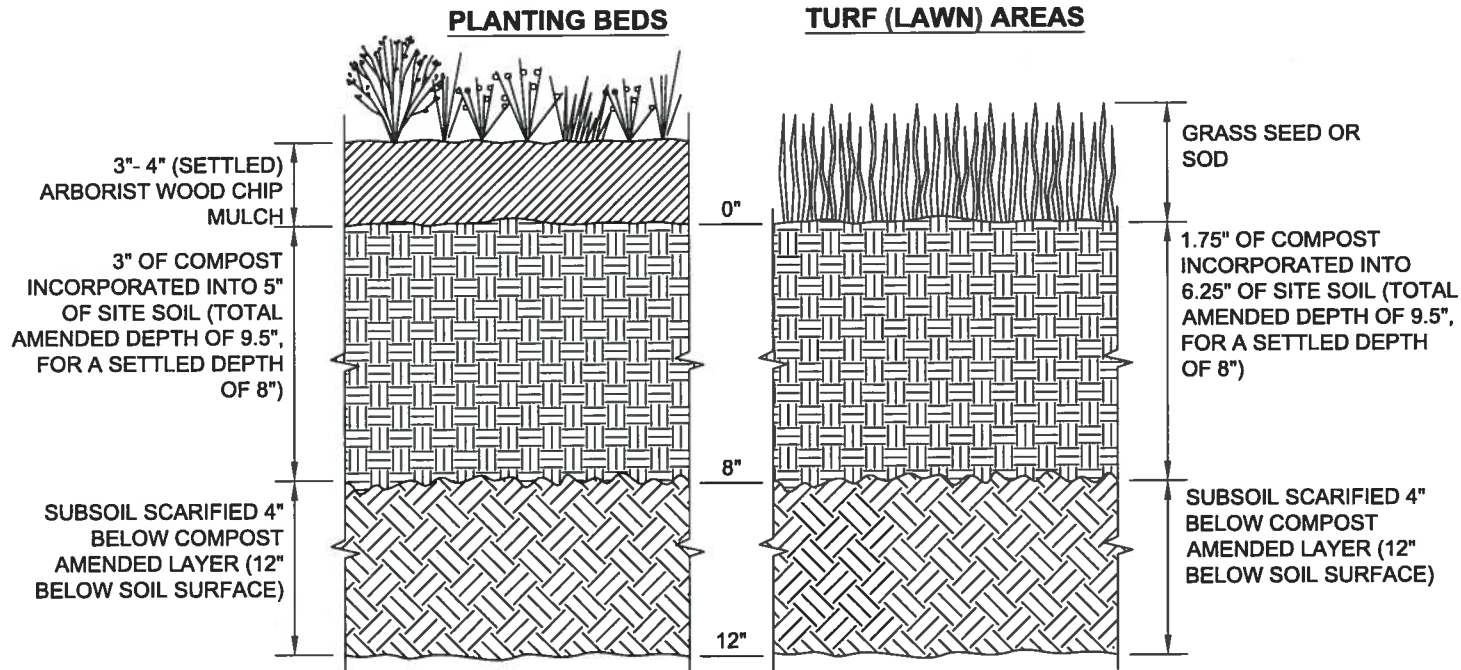
CITY ENGINEER

DATE

CITY OF TACOMA  
BMP L613 POST-CONSTRUCTION  
SOIL QUALITY AND DEPTH  
OPTION 1 - NO DISTURBANCE

STANDARD PLAN NO. GSI-01a





**OPTION 2:** Amend existing site topsoil, or subsoil, either at preapproved rate or at calculated rate based on tests of the soil and amendments. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

**Scarification:** Scarify or till subgrade to 8 inches depth (or to depth needed to achieve a total depth of 12 inches of uncompacted soil after calculated amount of amendment is added). Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained or where scarification would damage tree roots or as determined by the engineer.

#### A. Planting Beds

1. **PREAPPROVED RATE:** Place 3 inches of composted material and rototill into 5 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

2. **CALCULATED RATE:** Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 10% organic content.

Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.

#### B. Turf (Lawn) Areas

1. **PREAPPROVED RATE:** Place 1.75 inches of composted material and rototill into 6.25 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

2. **CALCULATED RATE:** Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 5% organic content.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

**Setbacks:** to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plan LS-08 and LS-09.

See SWMM BMP L613 for additional information.

DCS

PUBLIC WORKS

NA

TACOMA POWER

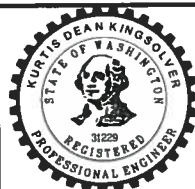
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ENVIRONMENTAL  
SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

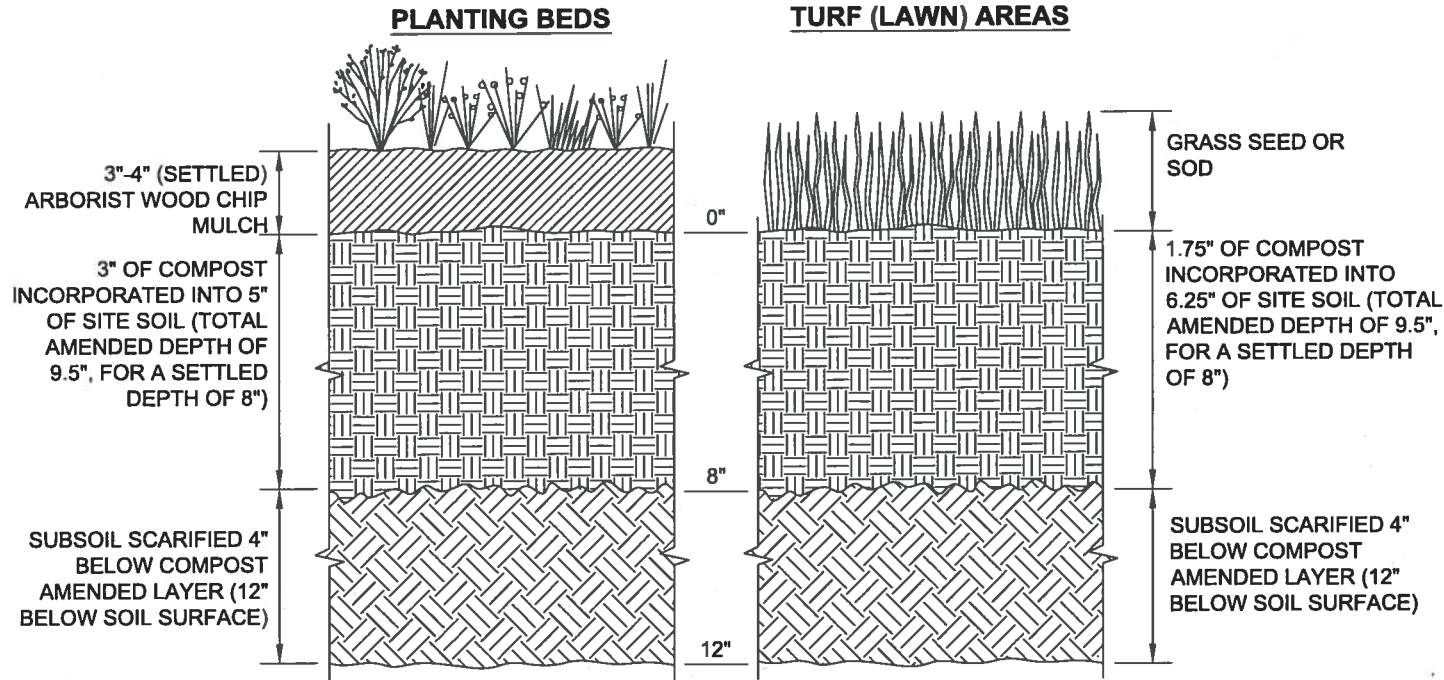
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CITY ENGINEER

4/4/10  
DATE

**CITY OF TACOMA**  
**BMP L613 POST CONSTRUCTION SOIL**  
**QUALITY AND DEPTH**  
**OPTION 2 - AMEND IN PLACE**

STANDARD PLAN NO. GSI-01b



**OPTION 3:** Stockpile existing topsoil during grading. Stockpile and cover soil with weed barrier material that sheds moisture yet allows air transmission, in approved location, prior to grading. Replace stockpiled topsoil prior to planting. Stockpiled topsoil shall be tested and amended if needed to meet the organic matter or depth requirements either at preapproved rate or calculated rate. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

**Scarification:** If placed topsoil plus compost or other organic material will amount to less than 12 inches, scarify or till subgrade to depth needed to achieve 12 inches of loosened soil after topsoil and amendment are placed. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

A. Planting Beds	B. Turf (Lawn) Areas
1. <b>PREAPPROVED RATE:</b> Place 3 inches of composted material and rototill into 5 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).	1. <b>PREAPPROVED RATE:</b> Place 1.75 inches of composted material and rototill into 6.25 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).
2. <b>CALCULATED RATE:</b> Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 10% organic content.	2. <b>CALCULATED RATE:</b> Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 5% organic content.
Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.	Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

**Setbacks:** to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for more information.

DCS

PUBLIC WORKS

NA

TACOMA POWER

REVIEWED BY

ENVIRONMENTAL SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

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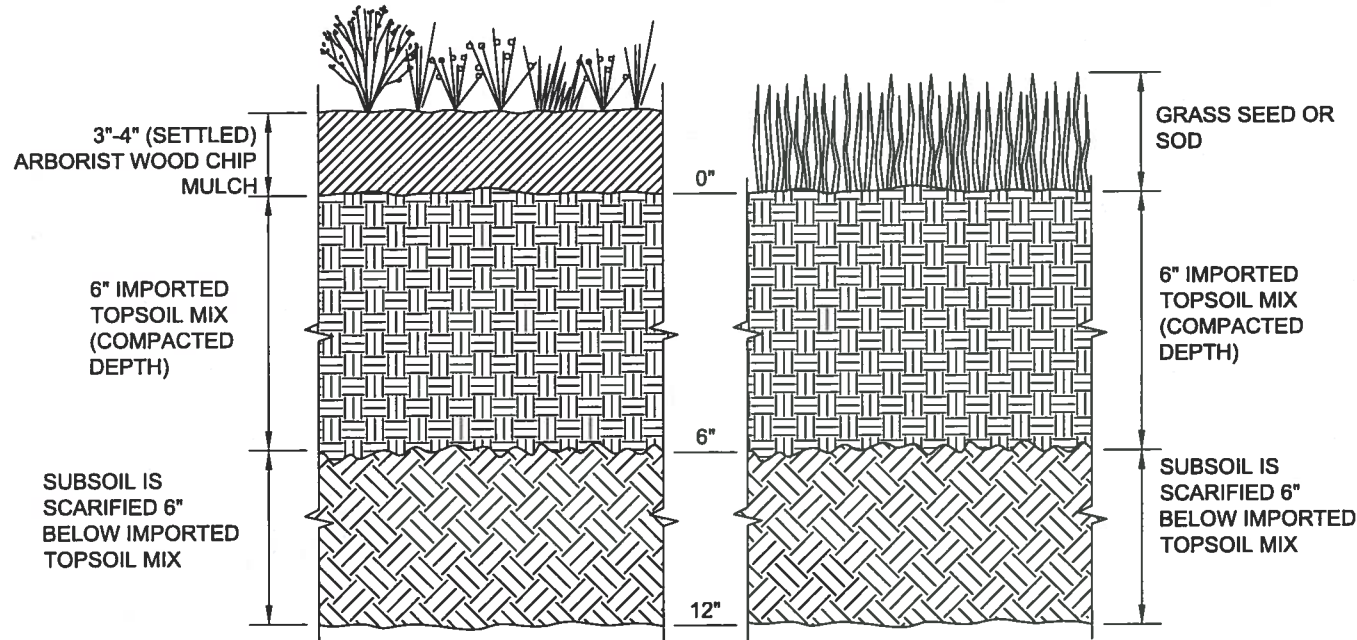
CITY ENGINEER

DATE

**CITY OF TACOMA**  
**BMP L613 POST CONSTRUCTION SOIL**  
**QUALITY AND DEPTH**  
**OPTION 3 - STOCKPILE AND AMEND**  
**STANDARD PLAN NO. GSI-01c**

### PLANTING BEDS

### TURF (LAWN) AREAS



**OPTION 4:** Import topsoil mix of sufficient organic content and depth to meet the requirements. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be restored as described below.

Scarification: scarify or till subgrade in two direction to 6 inches depth. Entire surface shall be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

#### A. Planting Beds

Use imported topsoil mix containing 10% organic matter (typically around 40% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.

#### B. Turf (Lawn) Areas

Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for additional information.

DCS

PUBLIC WORKS

NA

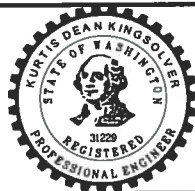
TACOMA POWER

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ENVIRONMENTAL  
SERVICES

NA

TACOMA WATER

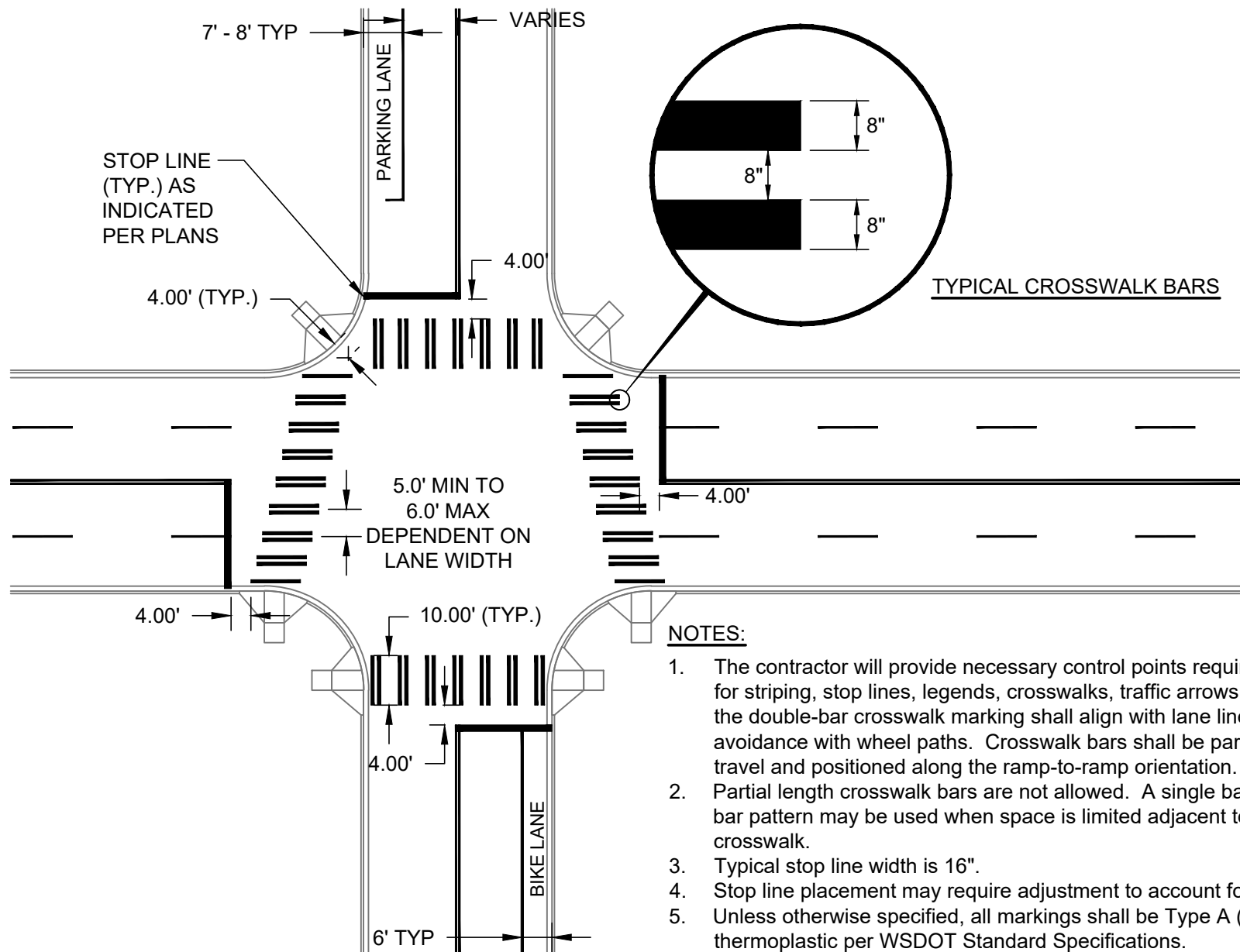


APPROVED FOR PUBLICATION

CITY ENGINEER

DATE

CITY OF TACOMA  
BMP L613 POST CONSTRUCTION SOIL  
QUALITY AND DEPTH  
OPTION 4 - IMPORTED TOPSOIL  
STANDARD PLAN NO. GSI-01d

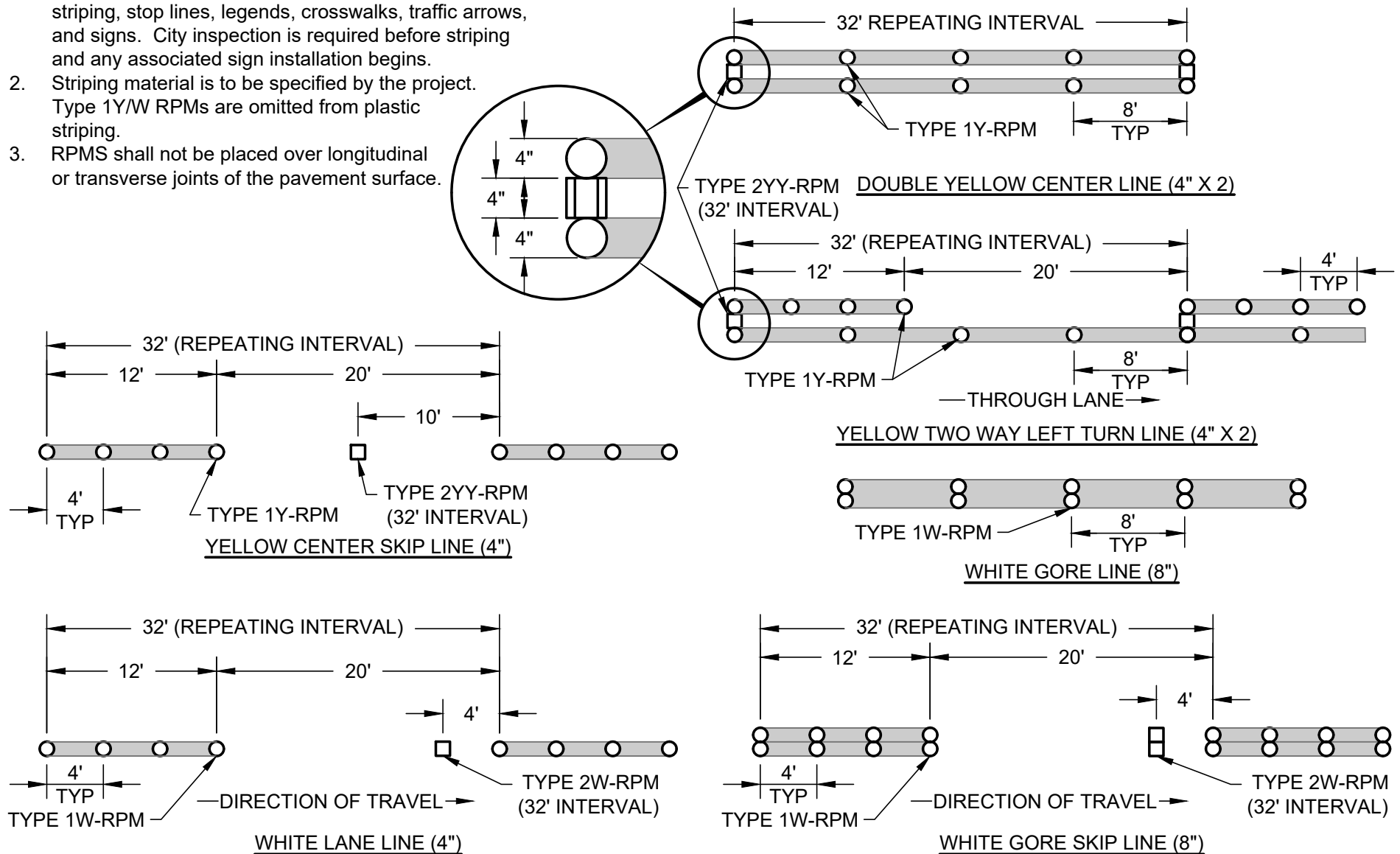


DS <b>RVDR</b> PUBLIC WORKS N/A TACOMA POWER	DS REVIEWED BY <b>EW</b> ENVIRONMENTAL SERVICES N/A TACOMA WATER		APPROVED FOR PUBLICATION DocuSigned by:  CH-ENGINEER	01/31/2023 DATE	CITY OF TACOMA TYPICAL CROSSWALK AND STOP LINE LAYOUT FOR VARIOUS CURB RAMP COMBINATIONS STANDARD PLAN NO. CH-02
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# NOTES:

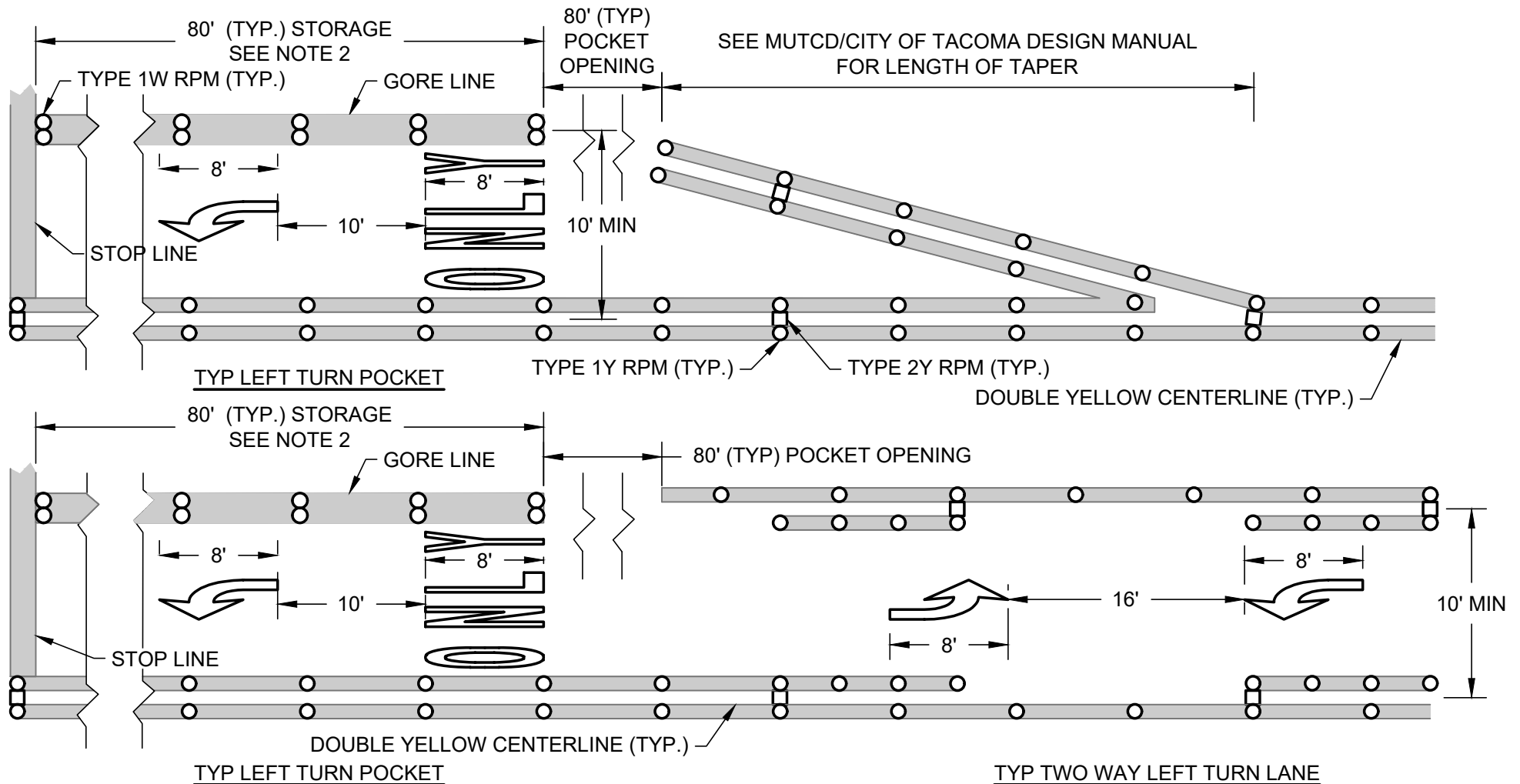
1. The contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. City inspection is required before striping and any associated sign installation begins.
2. Striping material is to be specified by the project. Type 1Y/W RPMs are omitted from plastic striping.
3. RPMS shall not be placed over longitudinal or transverse joints of the pavement surface.



DS <b>RVDR</b> PUBLIC WORKS N/A TACOMA POWER	DS REVIEWED BY <i>EW</i> ENVIRONMENTAL SERVICES N/A TACOMA WATER	JOSHUA JAMES DIEMANN STATE OF WASHINGTON 41361 REG. / LICENSED PROFESSIONAL ENGINEER	APPROVED FOR PUBLICATION DocuSigned by: <i>[Signature]</i> CITY ENGINEER 12/19/2022 DATE	CITY OF TACOMA LONGITUDINAL PAVEMENT MARKINGS STANDARD PLAN NO. CH-03A
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## NOTES

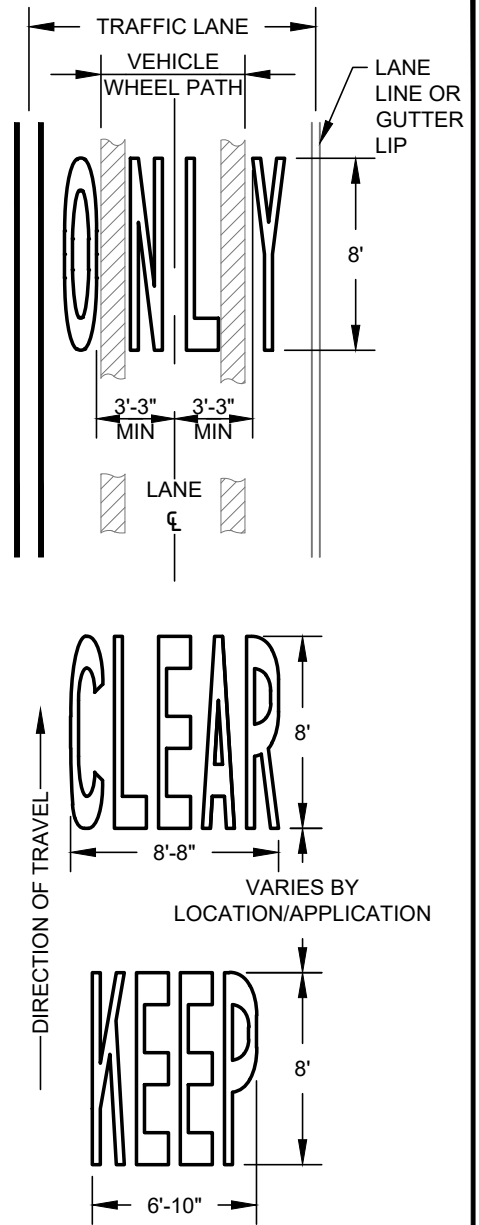
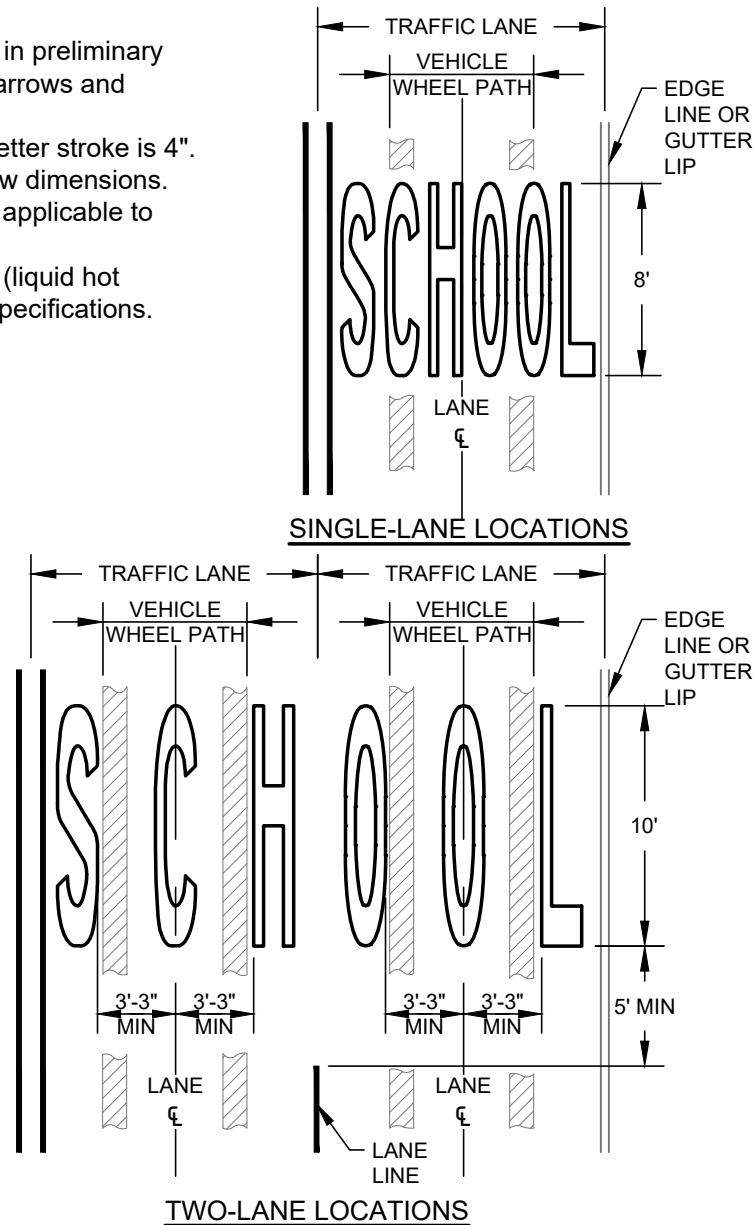
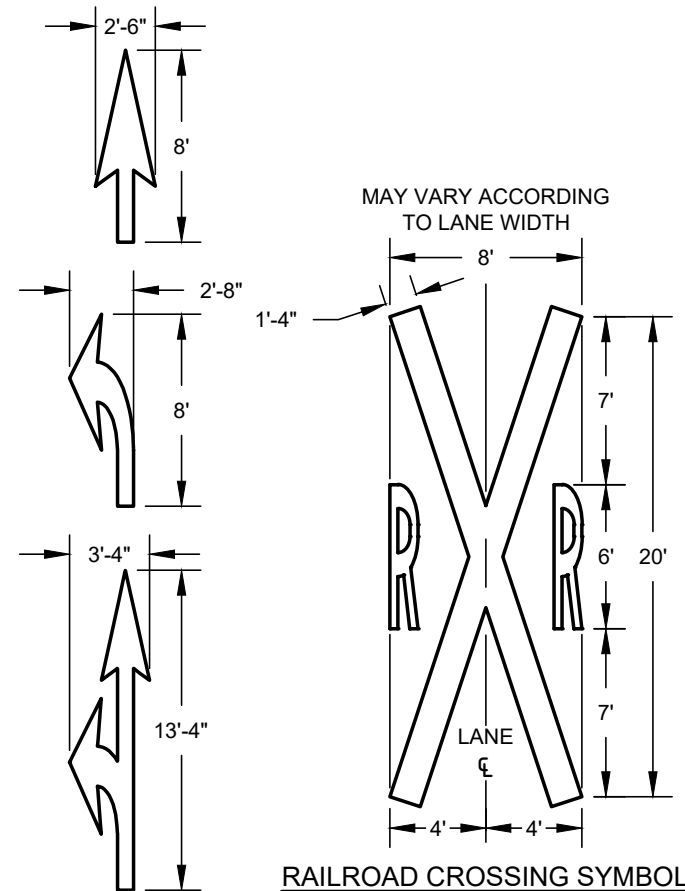
1. Contractor will provide necessary control points to assist in preliminary spotting for striping, stop line, legends, crosswalks, traffic arrows, and any associated signs.
2. If storage length is 100 feet or greater, then a second arrow, (without "only"), to be placed at 22 feet from stop line to near edge of the arrow.
3. Use of RPMs as shown correspond with paint striping. If striping consists of thermoplastic (or similar) then type 1Y/W-RPMs are omitted. Also see CH-03A
4. See Standard Plan CH-10 for details/requirements regarding arrow and word markings.



DS <b>RVDR</b> PUBLIC WORKS N/A TACOMA POWER	DS REVIEWED BY <b>EW</b> ENVIRONMENTAL SERVICES N/A TACOMA WATER	JOSHUA JAMES DIEMANN STATE OF WASHINGTON 41361 REG. STRETER PROFESSIONAL ENGINEER	APPROVED FOR PUBLICATION DocuSigned by: CITY ENGINEER 12/19/2022 DATE	CITY OF TACOMA LEFT TURN POCKET PAVEMENT MARKINGS STANDARD PLAN NO. CH-09
--	--	---	---	--

## NOTES

1. Contractor will provide necessary control points to assist in preliminary spotting for stripe, stop line, legends, crosswalks, traffic arrows and associated signs.
2. Typical letter width is 16". Typical letter spacing is 6". Letter stroke is 4".
3. Refer to WSDOT M24.40-02 for more specific traffic arrow dimensions.
4. Arrows shown may be mirrored about their centerline as applicable to design.
5. Unless otherwise specified, all markings shall be Type A (liquid hot applied/extruded) thermoplastic per WSDOT Standard Specifications.



RVDR

PUBLIC WORKS

N/A

TACOMA POWER

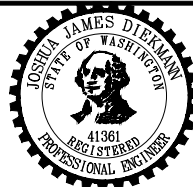
REVIEWED BY

EW

ENVIRONMENTAL  
SERVICES

N/A

TACOMA WATER



APPROVED FOR PUBLICATION

DocuSigned by:

CITY ENGINEER

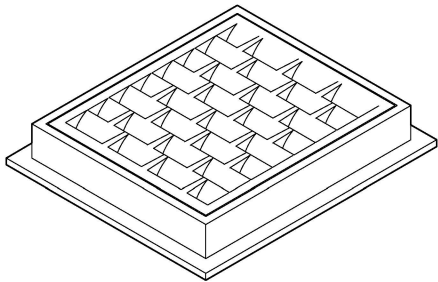
12/19/2022

DATE

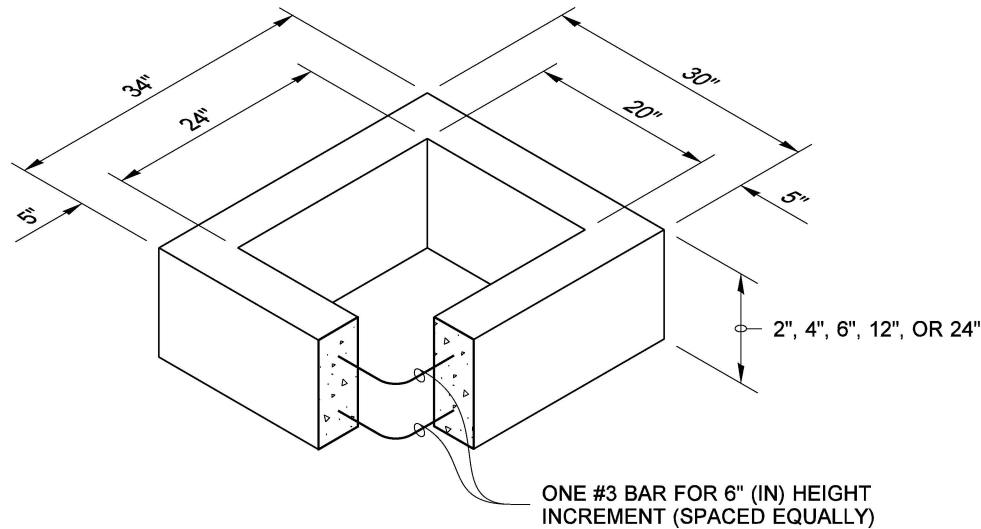
CITY OF TACOMA

PAVEMENT  
WORDS AND ARROWS

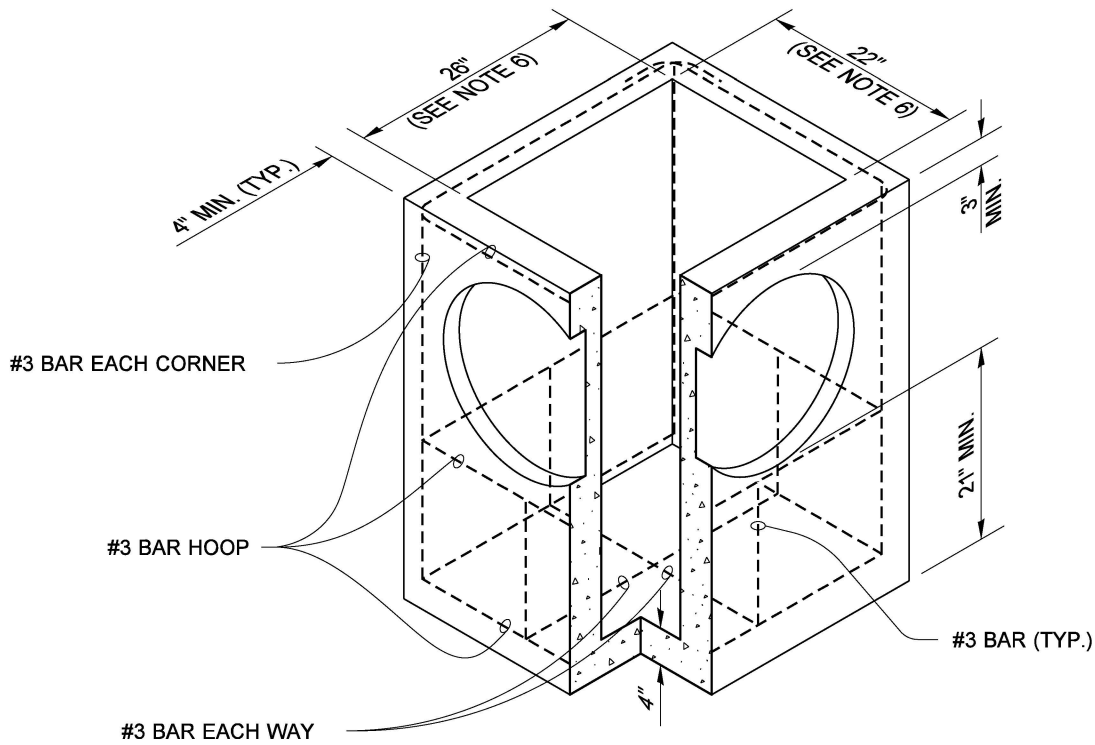
STANDARD PLAN NO. CH-10



FRAME AND VANED GRATE



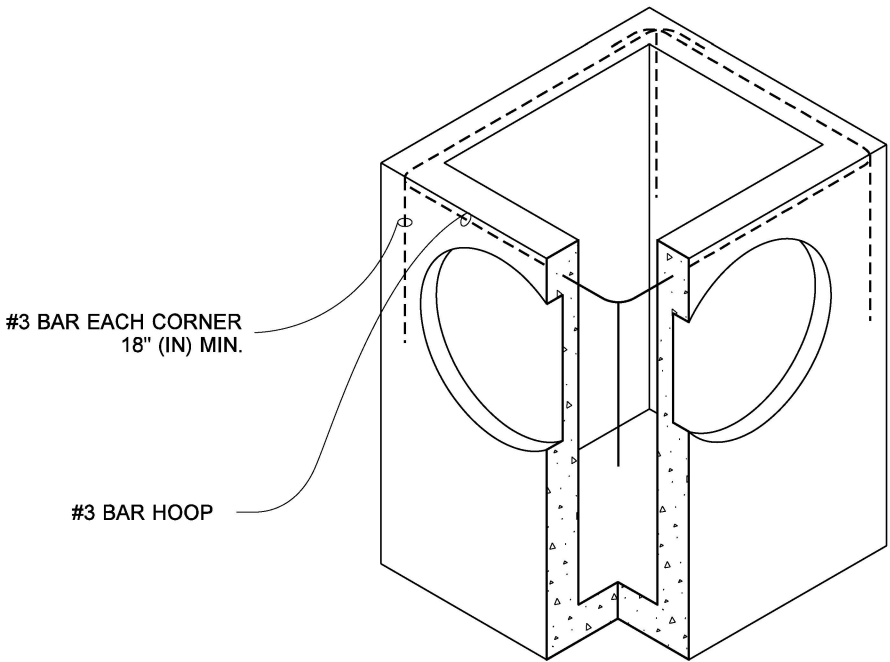
RECTANGULAR ADJUSTMENT SECTION



PRECAST BASE SECTION

PIPE ALLOWANCES	
PIPE MATERIAL	MAXIMUM INSIDE DIAMETER (INCHES)
REINFORCED OR PLAIN CONCRETE	12"
ALL METAL PIPE	15"
CPSSP * (STD. SPEC. SECT. 9-05.20)	12"
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	15"
PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2))	15"

\* CORRUGATED POLYETHYLENE STORM SEWER PIPE



(SEE NOTE 1)

ALTERNATIVE PRECAST BASE SECTION

NOTES

1. As acceptable alternatives to the rebar shown in the **PRECAST BASE SECTION**, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the **ALTERNATIVE PRECAST BASE SECTION**. Wire mesh shall not be placed in the knockouts.
2. The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with **Standard Specification Section 9-04.3**.
3. The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft).
4. The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.
5. The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1 : 24 or steeper.
6. The opening shall be measured at the top of the **Precast Base Section**.
7. All pickup holes shall be grouted full after the basin has been placed.



Julie Heilman  
2020.09.01 07:52:50 -07'00'

CATCH BASIN TYPE 1

STANDARD PLAN B-5.20-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION  
Roark, Steve  
Digitally signed by Roark, Steve  
Date: 2020.09.09 09:45:23 -07'00'

STATE DESIGN ENGINEER  
Washington State Department of Transportation



Technical drawing of a manhole frame and cover assembly, showing side and top views with dimensions and labels.

**Labels:**

- HOOD
- LEVEL
- 1" R.
- 1" MIN.
- APPROX. 1/2 OF OPENING HEIGHT
- OPENING HEIGHT 4" (IN) MIN.
- TOP OF GRATE
- FRAME
- SEE NOTE 3
- SAFETY BAR / DEBRIS GUARD 5/8" (IN) MINIMUM DIAMETER STEEL ROD (SEE NOTE 2)

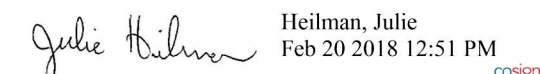
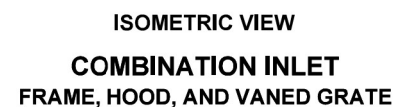
**Dimensions:**

- $\approx 5 \frac{1}{2}"$
- 1/2" (IN) MIN.
- 0 TO 1" CLEARANCE
- 1
- 6

**SECTION A**



1. This inlet requires the precast catch basin unit to be rotated 90 degrees so that the narrow side is parallel to the curb line. When calculating offsets from curb to centerline (CL) of the precast catch basin, please note that the CL of the grate is not the CL of the precast catch basin. See **Section A**.
2. The dimensions of the frame and hood may vary slightly among different manufacturers. The Frame may have cast features intended to support a debris guard. Hood units may be mounted inside or outside of the frame. The methods for fastening the safety bar / debris guard rod to the hood may vary. The hood may include casting lugs. The top of the hood may be cast with a pattern.
3. Attach the hood to the frame with two 3/4" (in) x 2" (in) hex head bolts, nuts, and oversize washers. The washers shall have diameters adequate to ensure full bearing across the slots.
4. Bolt-down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide two holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer. See **BOLT-DOWN DETAIL, Standard Plan B-30.10**.
5. Only ductile iron Vaned Grates shall be used. See **Standard Plans B-30.30 and B-30.40** for grate details. Refer to **Standard Specification Section 9-05.15(2)** for additional requirements.
6. This plan is intended to show the installation details of a manufactured product. This plan is not intended to show the specific details necessary to fabricate the castings depicted in this drawing.



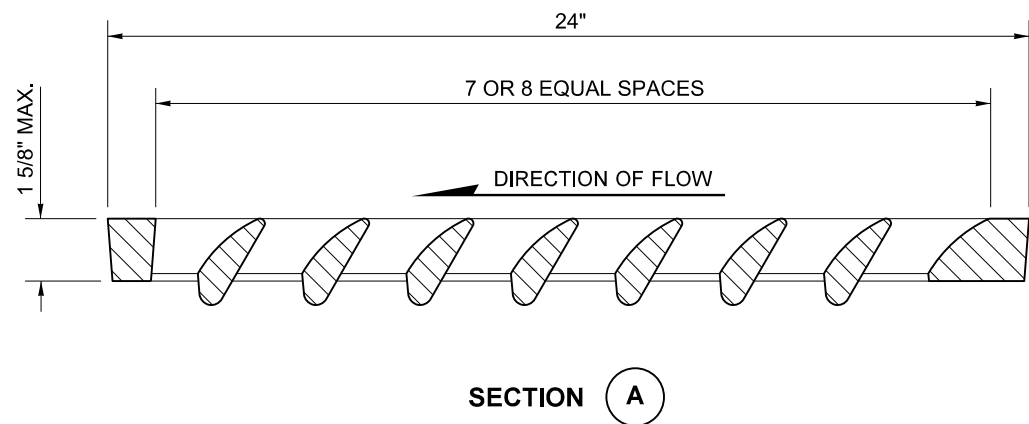
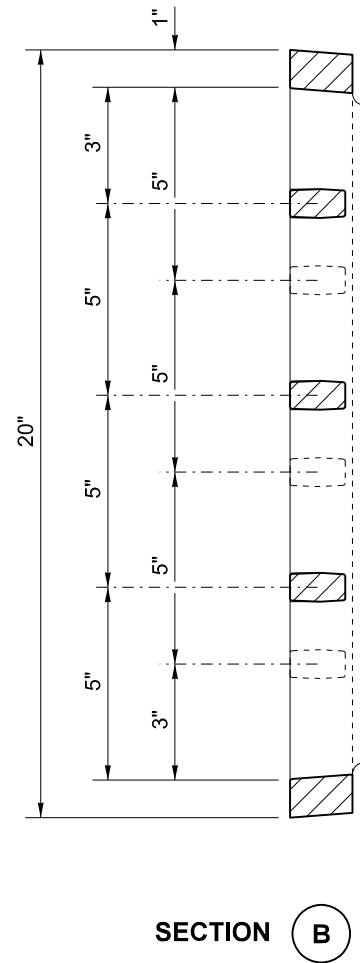
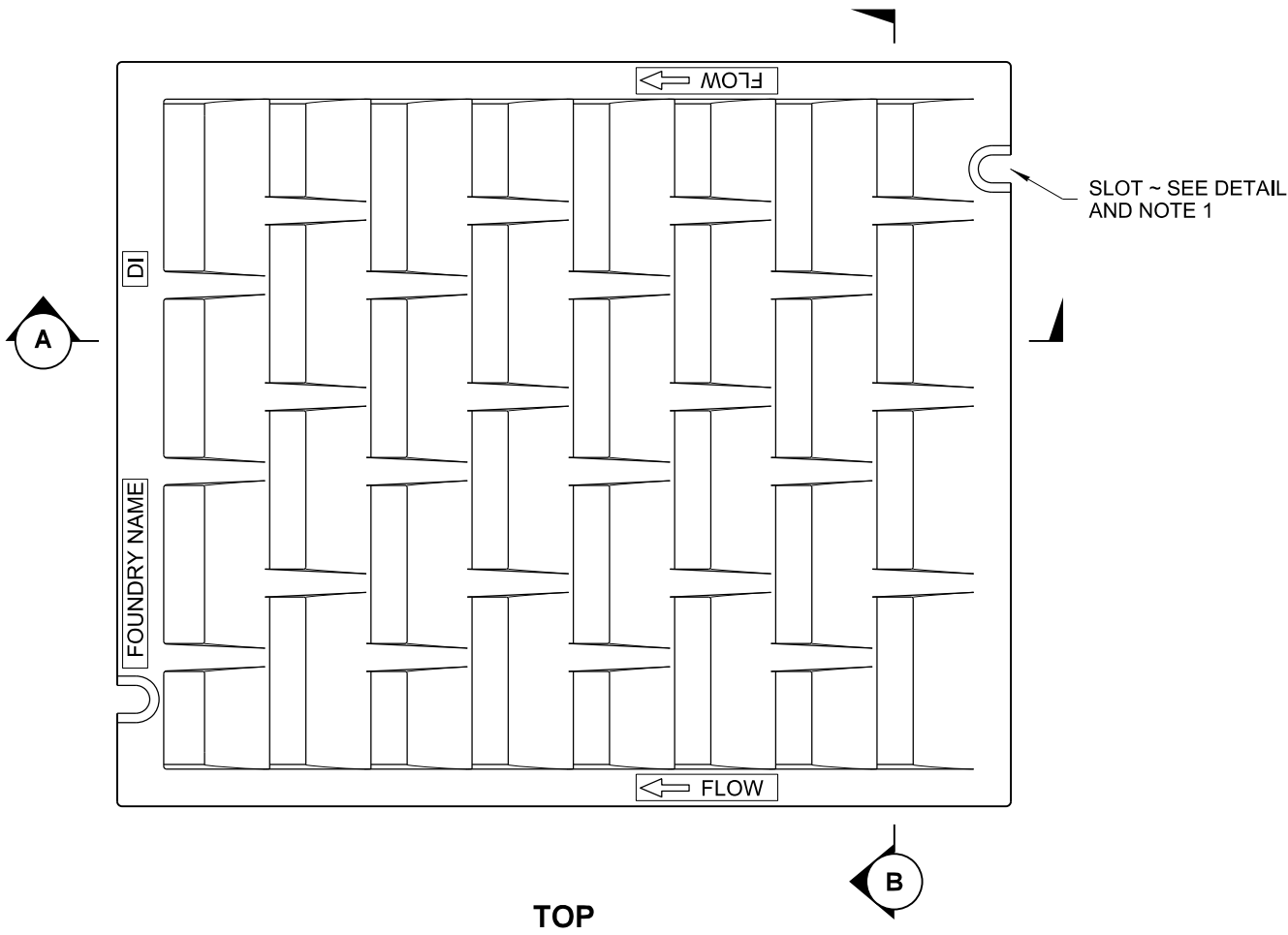
## STANDARD PLAN B-25.20-02

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

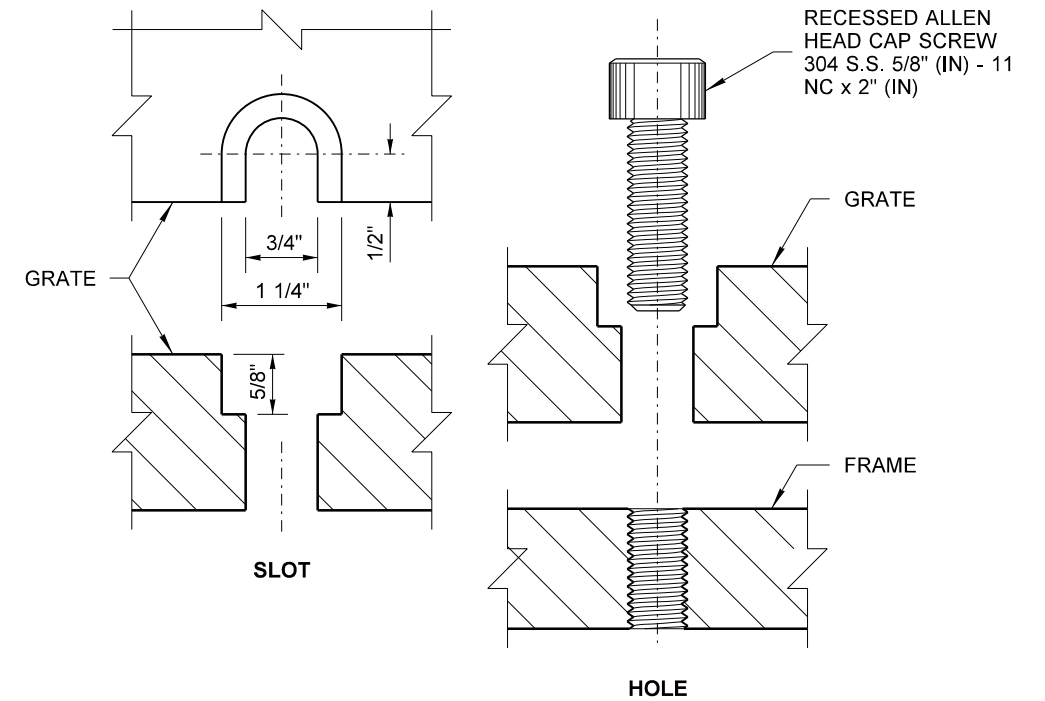
 Washington State Department of Transportation

DRAWN BY: FERN LIDDELL

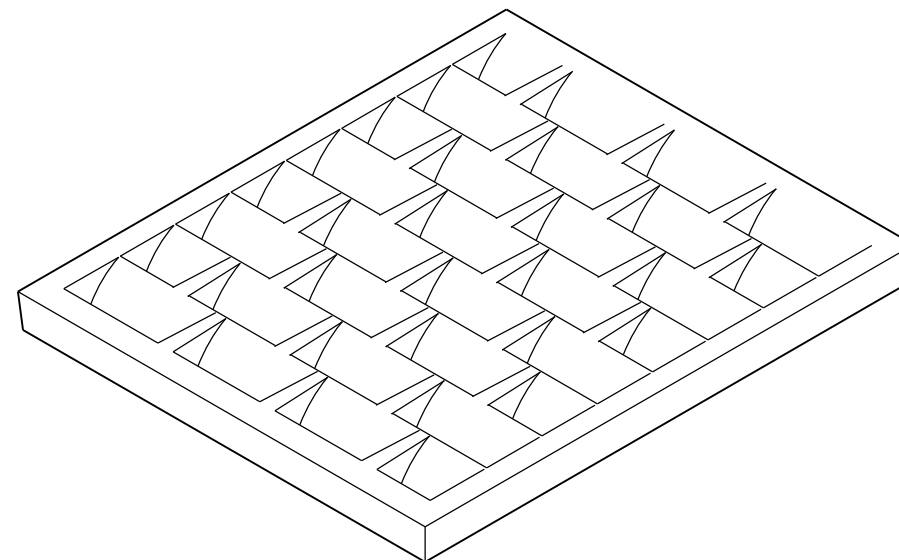


## NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
2. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.
3. For frame details, see **Standard Plan B-30.10**.



BOLT-DOWN DETAILS  
SEE NOTE 1



Heilman, Julie  
Feb 20 2018 12:54 PM

## RECTANGULAR VANED GRATE STANDARD PLAN B-30.30-03

SHEET 1 OF 1 SHEET

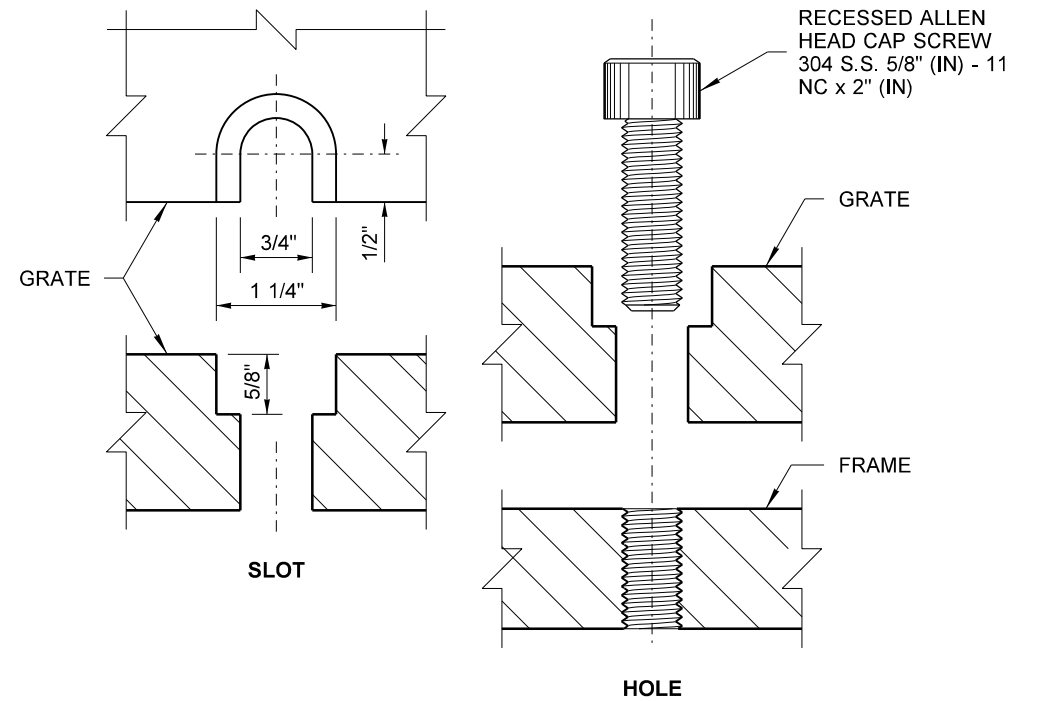
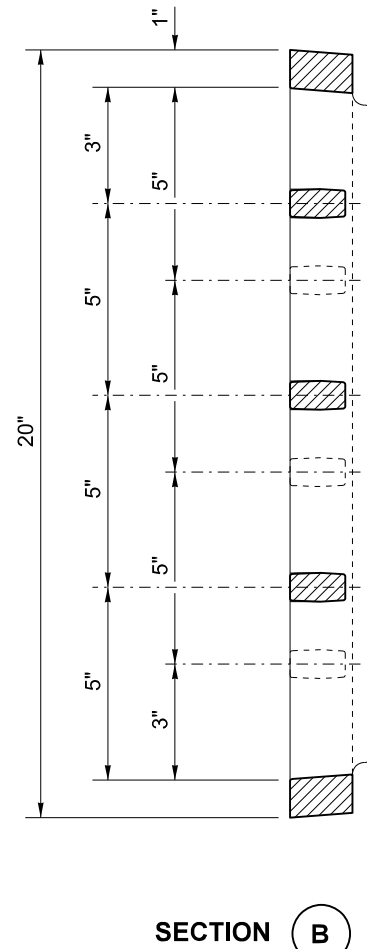
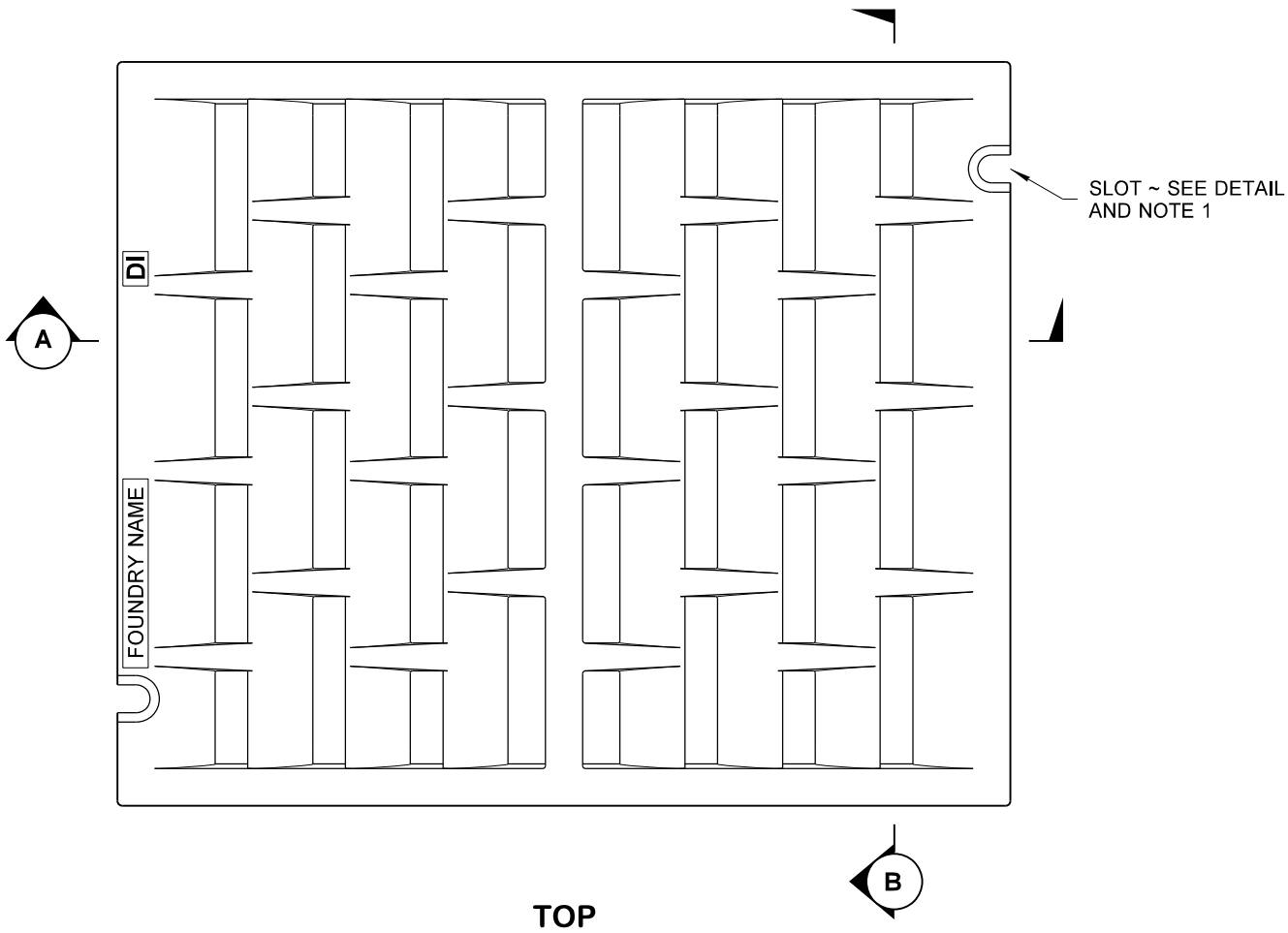
APPROVED FOR PUBLICATION

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Feb 27 2018 7:58 AM

STATE DESIGN ENGINEER

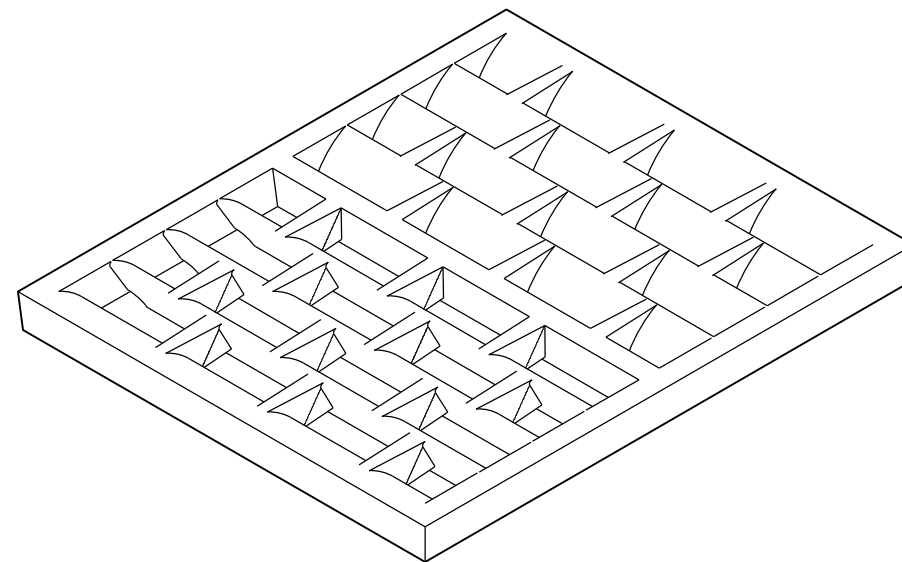
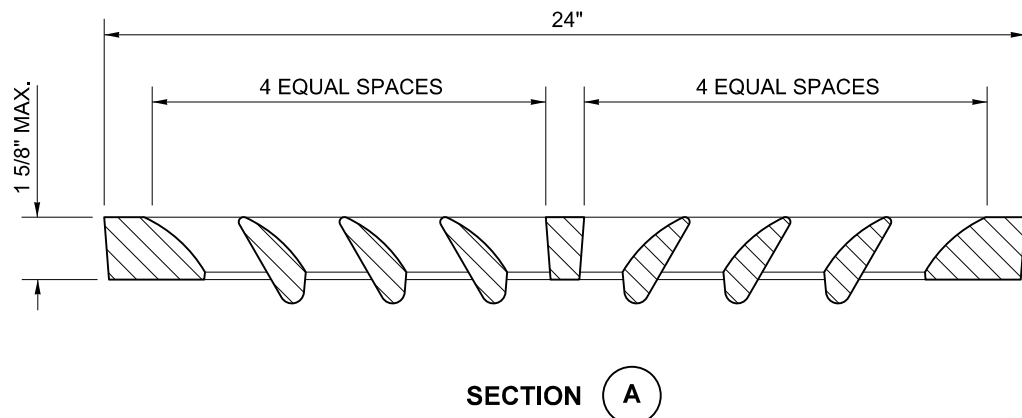
Washington State Department of Transportation

DRAWN BY: FERN LIDDELL

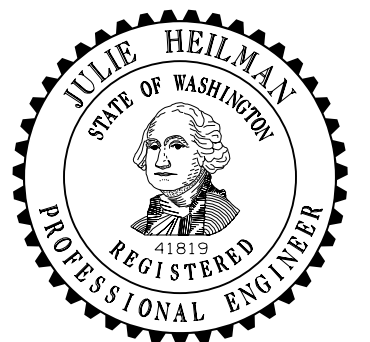


#### NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
2. Refer to **Standard Specification Section 9-05.15**, and **9-05.15(2)** for additional requirements.
3. For frame details, see **Standard Plan B-30.10**.



ISOMETRIC



Heilman, Julie  
Feb 20 2018 12:54 PM

### RECTANGULAR BI-DIRECTIONAL VANED GRATE STANDARD PLAN B-30.40-03

SHEET 1 OF 1 SHEET

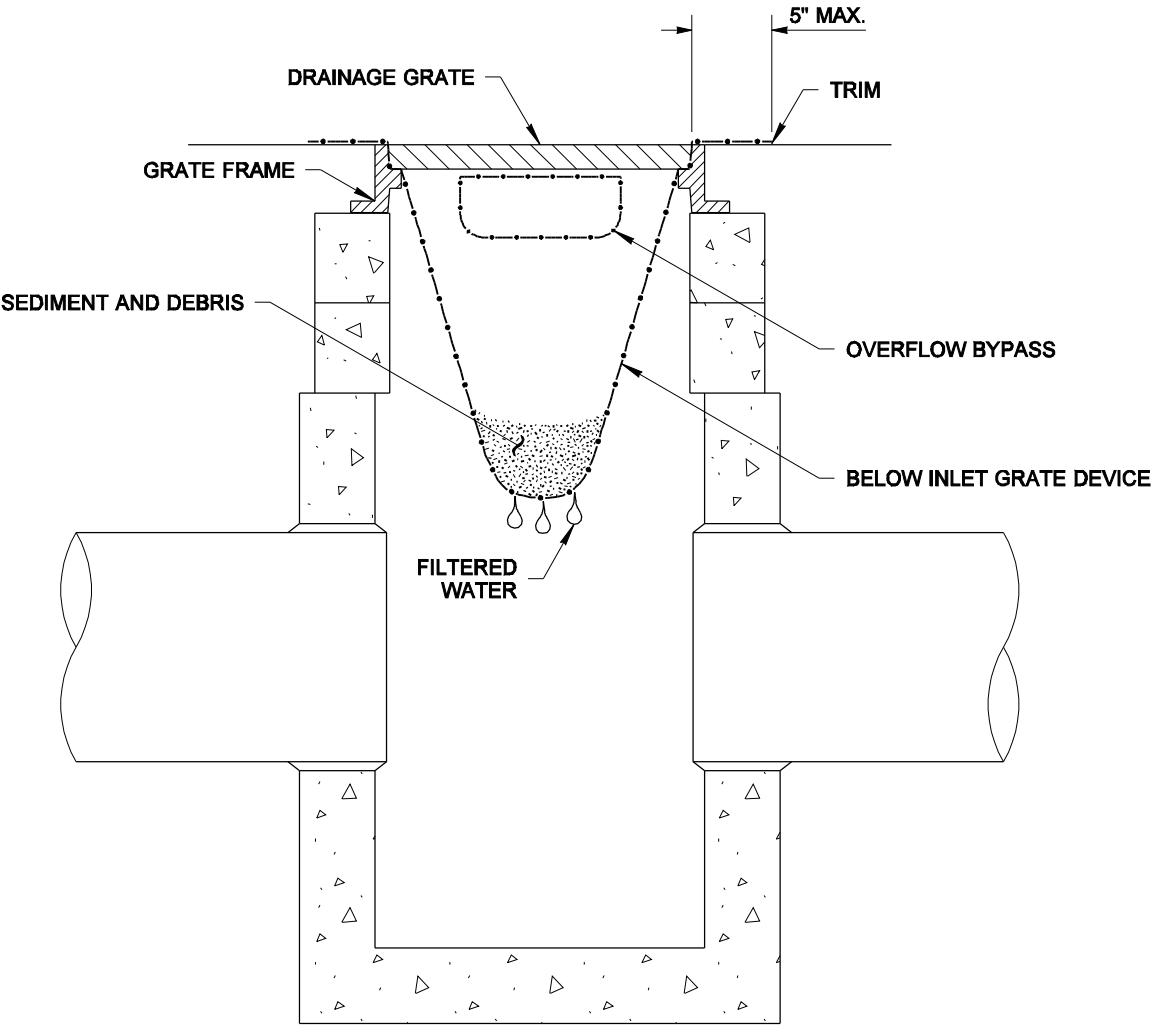
APPROVED FOR PUBLICATION

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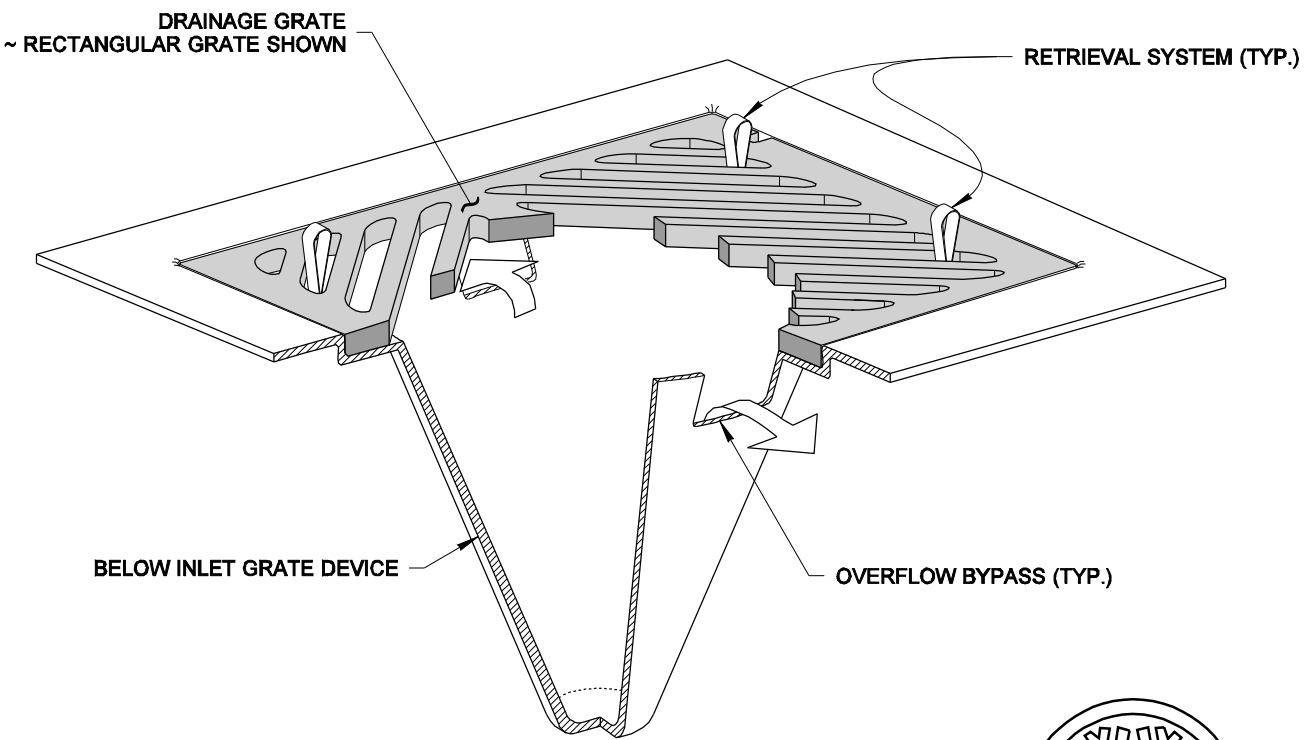
STATE DESIGN ENGINEER



Washington State Department of Transportation



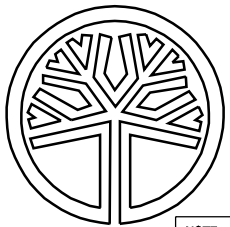
**SECTION VIEW**  
NOT TO SCALE



**ISOMETRIC VIEW**

**NOTES**

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



STATE OF  
WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT

MARK W. MAURER  
CERTIFICATE NO. 000598

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

**STORM DRAIN  
INLET PROTECTION  
STANDARD PLAN I-40.20-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

**Pasco Bakotich III** **09-20-07**

STATE DESIGN ENGINEER

DATE



Washington State Department of Transportation



## **APPENDIX B**

### **Tribal Employee Rights Compliance**

**PUYALLUP TRIBE OF INDIANS  
TRIBAL EMPLOYMENT RIGHTS OFFICE**

<b>CONTACT INFORMATION .....</b>	<b>A</b>
MISSION STATEMENT .....	
CONTACT INFORMATION .....	
<b>QUICK REFERENCE GUIDE .....</b>	<b>B</b>
<b>COMPLIANCE INFORMATION.....</b>	<b>C</b>
<b>CONTRACTOR COMPLIANCE AGREEMENTS .....</b>	<b>D</b>
NOTICE TO CONSTRUCTION CONTRACTORS	
CONTRACTOR COMPLIANCE AGREEMENT	
INDIAN PREFERENCE AGREEMENT	
UTILIZATION PLAN	
SUBCONTRACTORS REQUEST TO TERO	
LABOR FORCE	
PROJECT STAFF	
KEY-PERSONNEL WORKER LIST	
BUY INDIAN ACT POLICY	
TERO EMPLOYMENT RIGHTS ORDINANCE	
TERO EMPLOYMENT RIGHTS FEE	
EMPLOYEE REQUEST FORM	
<b>TERO WAGE SCALE – 2021 .....</b>	<b>E</b>
<b>INDIAN PREFERENCE CONTRACTOR DIRECTORY &amp; LABOR AGREEMENT .....</b>	<b>F</b>
<b>QUESTION AND ANSWERS.....</b>	<b>G</b>
<b>TRIBAL EMPLOYMENT RIGHTS ORDINANCE 3.24 .....</b>	<b>H</b>
<b>TRIBAL EMPLOYMENT RIGHTS - INDIAN PREFERENCE REGULATIONS 3.24R.....</b>	<b>I</b>
<b>EXECUTIVE ORDER 11246 .....</b>	<b>J</b>
<b>SAMPLE – WORK PERMIT .....</b>	<b>K</b>

## **PART A**

### **CONTACT INFORMATION**



# Tribal Employment Rights Office

1423 E 29<sup>th</sup> St Tacoma, WA 98404

## TERO Mission Statement

TERO protects tribal sovereignty by supporting Tribal Member self sufficiency through enforcing Indian Preference requirements in Employment, Training, and Contracting Opportunities.

## TERO Contact Information

Office: (253) 573-7846 Fax: (253) 680-5997

[Tero@PuyallupTribe-nsn.gov](mailto:Tero@PuyallupTribe-nsn.gov)

**Lisa Melendez**, Director

Phone: (253) 573-7952

Cell: (253) 442-5393

Email: [Lisa.Melendez@PuyallupTribe-nsn.gov](mailto:Lisa.Melendez@PuyallupTribe-nsn.gov)

**Tanya Coats**, Administrative Assistant

Phone: (253) 573-7942

Cell: (253) 389-1574

Email: [Tanya.Coats@PuyallupTribe-nsn.gov](mailto:Tanya.Coats@PuyallupTribe-nsn.gov)

**Justin Satiacum**, Compliance Officer

Phone: (253) 573-7844

Cell: (253) 257-5302

Email: [Justin.Satiacum@PuyallupTribe-nsn.gov](mailto:Justin.Satiacum@PuyallupTribe-nsn.gov)

**Derek Black**, Compliance Officer

Phone: (253) 573-7850

Cell: (253) 778-5014

Email: [Derek.R.Black2@PuyallupTribe-nsn.gov](mailto:Derek.R.Black2@PuyallupTribe-nsn.gov)

**Dion Hargrove**, Compliance Officer

Phone: (253) 573-7839

Cell: (253) 320-8531

Email: [Dion.R.Hargrove@PuyallupTribe-nsn.gov](mailto:Dion.R.Hargrove@PuyallupTribe-nsn.gov)

**Penny Fryberg**, Compliance Officer

Phone: (253) 573-7984

Cell: (253) 433-0520

Email: [Penny.R.Fryberg@PuyallupTribe-nsn.gov](mailto:Penny.R.Fryberg@PuyallupTribe-nsn.gov)

**Derek Youckton**, Dispatcher

Phone: (253) 573-7845

Cell: (253) 778-0203

Email: [Derek.Youckton@PuyallupTribe-nsn.gov](mailto:Derek.Youckton@PuyallupTribe-nsn.gov)

## **PART B**

### **QUICK REFERENCE GUIDE**



# TERO Compliance Quick Reference Guide



<b>Step 1: TERO Orientation Compliance Agreement</b>	<p>All projects over \$20,000.00 or more it is required that all contractors and subs attend a mandatory TERO Orientation and sign a Compliance Agreement with the TERO Program.</p> <p style="text-align: center;"><b>Contact TERO Program</b> (253) 573-7846 Main Line (253) 680-5997 Fax <a href="mailto:TERO@puyalluptribe-nsn.gov">TERO@puyalluptribe-nsn.gov</a> email</p> <p>Note:</p> <ol style="list-style-type: none"><li>1. Any contractors/sub-contractors failing to attend the mandatory TERO orientation or fail to submit an acceptable compliance plan may be denied the right to commence or continue business within the jurisdiction of the Puyallup Tribe of Indians.</li><li>2. Contractor's responsibility to provide a copy of the approved TERO Compliance Agreement prior to mobilizing on site.</li></ol> <p>Reference:</p> <ul style="list-style-type: none"><li>• Questions and Answers/What is TERO?</li><li>• Compliance Plan Required Information Sheet (<i>completed by the contractor</i>)</li><li>• Tribal Employment Rights Ordinance/Contractor's Compliance Agreement (<i>completed by TERO for signatures</i>)</li></ul> <p>*Contracts \$20,000.00 or less must have required work permits. Reference Step 4 of this guide.</p>
<b>Step 2: Key Personnel</b>	<p>Key Personnel: (25% Key Personnel Allowance)</p> <ul style="list-style-type: none"><li>• All Key Personnel must be approved by TERO Program</li></ul> <p>Key Personnel Rule:</p> <ul style="list-style-type: none"><li>• Examples: Owner, Supervisor, Superintendent, Foreman, Project Manager, Project Engineer, and Safety</li><li>• Holds top supervisory position</li><li>• Is or has been on the employer's annual payroll for 1 year or more</li><li>• Work permits required for all approved key personnel</li></ul>



# TERO Compliance Quick Reference Guide



	<ul style="list-style-type: none"><li>Key Personnel with Tribal Affiliation complete TERO's Application for Employment</li></ul> <p>Note: All key personnel positions must be approved in advance by the TERO Program.</p> <p>Reference:</p> <ul style="list-style-type: none"><li>TERO Application for Employment</li><li>Sample Work Permit</li></ul>
<b>Step 3: Non-Key Personnel</b>	<p>Non-Key Personnel: (75% TERO Hiring Rate)</p> <ul style="list-style-type: none"><li>All Non-Key Personnel must be approved by TERO Program</li></ul> <p>Non Key-Personnel Rule</p> <ul style="list-style-type: none"><li>Non-Key Personnel applies to all Trade Personnel</li><li>All current Non-Key personnel complete TERO Application for Employment</li><li>Open positions- complete Contractor Employee Request Form</li><li>Work Permits are issued for all non-tribal approved non-key personnel</li><li>All Puyallup Tribal Members and members' affiliated with other Tribes will be dispatched with and Introduction Card. It is the Employers responsibility to ensure information on card is correct including wage rate.</li></ul> <p><b>Contact Assigned TERO Compliance Officer</b> <i>*Allow 48 hours for requests*</i></p> <p>Note: The employer agrees not to terminate any TERO client until the TERO Office has been notified and given opportunity to provide counseling.</p> <p><b>Contact TERO Office</b> (253) 573-7846 Main (253) 680-5997 Fax <a href="mailto:TERO@puyalluptribe-nsn.gov">TERO@puyalluptribe-nsn.gov</a> Email</p>
<b>Step 4: Contracts for Suppliers</b>	<p>Contracts for Suppliers</p> <ul style="list-style-type: none"><li>Complete Compliance Plan Required Information Sheet</li></ul>



# TERO Compliance Quick Reference Guide



	<ul style="list-style-type: none"><li>• Complete Employee Request Form for all Non-Key Personnel positions</li><li>• Supply TERO with a list of all Key Personnel employees</li></ul>
<b>Step 5: Reports</b>	<p>Monthly Reports:</p> <ul style="list-style-type: none"><li>• Payroll reports are due to TERO Office by the 10<sup>th</sup> of the following month.</li></ul> <p>Email: <a href="mailto:TERO.Reports@puyalluptribe-nsn.gov">TERO.Reports@puyalluptribe-nsn.gov</a></p> <ul style="list-style-type: none"><li>• Client Evaluation for TERO Client due to the TERO Office by the 10<sup>th</sup> of the following month. Note: use Client Evaluation as a mentoring tool.</li></ul>
<b>Step 6: Notice of Violation</b>	<p>TERO Notice: Subchapter 9 Enforcement, Section 3.24.340 of the Puyallup Tribal Code</p> <p><b>Contact TERO Director</b> (253) 573-7846 Main (253) 680-5997 Fax <a href="mailto:TERO@puyalluptribe-nsn.gov">TERO@puyalluptribe-nsn.gov</a> Email</p>
<b>Step 7: Miscellaneous Documents</b>	<p>Misc. Documents included in Orientation Packet</p> <ul style="list-style-type: none"><li>• TERO Approved Contractor's List</li><li>• Tribal Labor Agreement</li><li>• Proposed TERO Wage Scale</li></ul>



## **PART C**

### **COMPLIANCE INFORMATION**



# TRIBAL EMPLOYMENT RIGHTS OFFICE

## Compliance Information

The following information is required prior to the actual compliance signing and/or before mobilization on-site. All companies awarded a contract of \$20,000.00 or less, as well as any service, trucking and delivery companies must complete this form. The TERO fee will not be applicable, however Indian Preference in Employment and Contracting does still apply. (Ord: 3.24.030, 3.24.040, 3.24.050, 3.24.060, 3.24.070, 3.24.080, 3.24.090)

### PROJECT INFORMATION

Project Name	
Project Location	
Contract Awarded By	
Contract Amount	
Anticipated Start Date	
Duration of Project	

### COMPANY INFORMATION

Company Name			
Contact Name		Title	
Phone number		Email	
Address			
Scope of Work			
Union: Yes      No	Union #		

### SUBCONTRACTOR INFORMATION

Were Indian Preference Contractors provided the opportunity to bid?      Yes      No	
If no, please explain:	
Company Name	
Scope of Work	
Contract Amount	

<b>Company Name</b>	
<b>Scope of Work</b>	
<b>Contract Amount</b>	

<b>Company Name</b>	
<b>Scope of Work</b>	
<b>Contract Amount</b>	

## TEAM STRUCTURE

Identify your Key Personnel who will be onsite. A key personnel employee is an Owner, Superintendent, Foreman, Project Manager, Foreman or any individual who holds a top supervisory position within the firm which is vital to operations. Key personnel are subject to final approval by TERO.

Name	Title / Position	Years of Employment	Tribal Affiliation	Tribe
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	

Identify your Non-Key Personnel you are requesting to be onsite. Non-key personnel is an employee that does not have a supervisory role. Non-key personnel are subject to TERO approval.

Name	Title / Position	Years of Employment	Tribal Affiliation	Tribe
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	

Name	Title / Position	Years of Employment	Tribal Affiliation	Tribe
			Yes No	
			Yes No	
			Yes No	

## Labor Force Request to TERO.

Position / Title	Length of employment	Date needed	How many positions ?	Certifications required?
				Yes No
				Yes No
				Yes No

## Indian Preference Subcontractor Request

Company Name or Scope(s) of work to be performed	Estimated duration	Union Preferred?
		Yes No
		Yes No
		Yes No

### 3.24.030 Indian preference in employment.

All covered employers, for all employment on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries, shall give preference to qualified Indians, with the first preference to local Indians, in all hiring, promotion, training, lay-offs, and all other aspects of employment. Such employers shall comply with the rules, regulations, guidelines and orders of the Puyallup Tribal Employment Rights Commission which sets forth the specific obligations of employers in regard to Indian preference and local Indian preference. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.310]

### 3.24.040 Application of Indian preference requirements.

These requirements shall not apply to any direct employment by the Puyallup Indian Tribe, the federal, state, or other governments or their subdivisions. It shall apply to all the contractors or grantees of such governments and to all commercial enterprises operated by such governments. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.320]

### 3.24.050 Indian preference in contracting.

All entities awarding contracts or subcontracts for supplies, services, labor, or materials in the amount of \$20,000 or more where the majority of the work on the contract or subcontract will occur on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries shall give preference in contracting and subcontracting to qualified entities that are certified by the Commission as 51 percent or more Indian-owned and controlled, with a first preference to qualified entities that are 51 percent or more owned and controlled by local Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.330]

### 3.24.060 Application of Indian preference in contracting.

These requirements shall not apply to the award of contracts awarded directly by the Tribal Council of the Puyallup Tribe of Indians, by the federal or state government or their subdivisions. These requirements shall apply to any contract awarded by any commercial enterprise of the Puyallup Tribe of Indians, even if said contracts must be submitted to the Tribal Council of the Puyallup Tribe of Indians for approval. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.340]

### 3.24.070 Tribal programs or divisions.

Tribal programs or divisions other than commercial enterprises shall not be required to comply with this chapter but shall, when submitting a contract to the Tribal Council for approval, indicate as part of the submission to the Council the steps taken to award the contract to a local Indian contractor. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.350]

### 3.24.080 Subcontracts included.

This chapter shall apply to all subcontracts awarded by a Tribal, federal, or state direct contractor or grantee, whether or not the prime contract was subject to this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.360]

**3.24.090 All covered entities to comply.** All covered entities shall comply with the rules, regulations, guidelines and orders of the Commission which set forth the specific obligations of such entities in regard to Indian preference in contracting and subcontracting. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.370]

**Any questions or concerns may be directed to the TERO Office at (253) 573-7846 or  
[TERO@puyalluptribe-nsn.gov](mailto:TERO@puyalluptribe-nsn.gov)**

**PART D**

**CONTRACTOR COMPLIANCE AGREEMENTS**



PUYALLUP TRIBE OF INDIANS  
Tribal Employment Rights Office

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TRIBAL EMPLOYMENT RIGHTS ORDINANCE

**Notice To Construction Contractors**

Notice is hereby given that the Puyallup Tribe of Indians has a Tribal Employment Rights Ordinance in effect covering Indian Preference in Employment, Training, Contracting, Sub- Contracting, Wages, Fees & Taxes. All bidders must contact the Puyallup Tribal Employment Rights Office to obtain all relevant information PRIOR to bidding. All Contractors and Sub-Contractors must attend a mandatory TERO Orientation and sign a Compliance Agreement with the TERO Office, BEFORE commencing any work or mobilizing on site, within the jurisdiction of the Puyallup Tribe of Indians.

**Construction Contractors are advised that Section 3.24.220 of the Puyallup Tribe's TERO States:**  
*Every covered employer/entity with a construction contract in the sum of 20,000 or more shall pay a fee of two and a half percent (2.5% of the total amount of the contract). Such fee shall be paid by the employer/entity prior to commencing work within the jurisdiction of the Puyallup Tribe. Where good cause is shown, the Director may authorize payment of the fee in installments over the course of the contract period.*

Any Contractors/Subcontractors or Covered Entities failing to contact the TERO office, attend the mandatory TERO Orientation or failure to submit an acceptable Compliance Plan may be denied the right to commence or continue business within the jurisdiction of the Puyallup Tribe of Indians.

Bidders are required to contact the TERO Office for information concerning TERO requirements in the following areas:

-TERO Orientation

-Indian Preference Employment

-Indian Training Opportunities

-Indian Preference in Contracting

-Wages & Pay Rates

-Indian Preference in Sub-Contracting

-TERO Fees & Taxes

**If you intend to bid on a project within Puyallup Tribe of Indians jurisdiction, Please contact the TERO Office immediately.**

**Main Office: (253) 573-7846    Fax: (253) 680-5997    Email: [TERO@puyalluptribe-nsn.gov](mailto:TERO@puyalluptribe-nsn.gov)**

*Note: Section 3.24.060 of the TERO States: These requirements shall not apply to award of contracts awarded directly by the Tribal Council of the Puyallup Tribe, by the federal or state government or their subdivisions. These requirements shall apply to any contract award by any commercial enterprise of the Puyallup Tribe of Indians, even if said contracts must be submitted to the Tribal Council of the Puyallup Tribe of Indians.*



# Contractor Compliance Agreement

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PROJECT NAME: \_\_\_\_\_ NO. \_\_\_\_\_

WHEREAS, the Tribal Employment Rights Office (TERO), and \_\_\_\_\_,  
through its representative \_\_\_\_\_, have entered into an agreement as a result of  
\_\_\_\_\_, being awarded a contract for \_\_\_\_\_ AND,,

WHEREAS, Employer is hereby notified that no construction activity shall commence within the  
Puyallup Tribe of Indians Reservation until a written plan for Contractor Compliance with Tribal Indian  
Preference laws has been agreed to.

THEREFORE PARTIES AGREE AS FOLLOWS:

ARTICLE I – CONTRACTOR: \_\_\_\_\_, hereinafter referred to as the  
Employer, agrees to comply with the TERO Ordinance procedures for the selection of its employee(s).

ARTICLE II – EMPLOYMENT PRIORITY: The Employer agrees to utilize the TERO Hiring Hall for  
reference of a qualified, available labor force in the hiring of its employee(s).

ARTICLE III – EMPLOYMENT REQUIREMENTS: The Employer agrees to abide by the Hiring Requirements  
(Utilization Plan); and that any employee(s) hired must be cleared by TERO in writing, the forms to be  
provided by TERO. *Any non-Indian found to be working on the project, who is not cleared by TERO will  
be considered to be unlawfully employed and will cause the Employer to be subject to sanction(s) as  
provided for in the TERO Ordinance.* Indians referred by TERO will fill all laborer, training and/or  
apprentice positions.

TERO reserves the right to negotiate for any positions in addition to those listed in the Utilization Plan,  
which are the minimum that must be hired by the Employer. Wages will be paid according to  
applicable laws, when due.

Whenever the Employer determines an Indian employee referred by TERO is not performing  
adequately, and may be in jeopardy of being terminated, the employer shall notify TERO about the  
problem. TERO shall provide job counseling to the employee(s). The Employer agrees not to terminate  
any Indian employee until the TERO has been notified and given an opportunity to provide counseling.

\_\_\_\_\_  
Employee Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
TERO Representative

\_\_\_\_\_  
Date



# Indian Preference Agreement

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WHEREAS, this agreement is negotiated and entered pursuant to the Puyallup Tribe's Employment Rights Ordinance, (TERO) and

WHEREAS, \_\_\_\_\_, Company has successfully been awarded a contract for certain construction activities located on the Puyallup Indian Reservation; and

WHEREAS, \_\_\_\_\_, Company is an Employer (hereinafter "Employer"),

WHEREAS, the mission of TERO is to protect tribal sovereignty by supporting Tribal Member self sufficiency through enforcing Indian Preference requirement in Employment, Training, and Contracting Opportunities; and

WHEREAS, the Director of Tribal Employment Rights Office (hereinafter "Director") has been delegated the authority to negotiate "employment goals and procedure for meeting those goals with employers and labor unions, and to work with employers and unions to ensure that those goals are met"; and

WHEREAS, Employer agrees to fully comply with the Tribal TERO law.

NOW THEREFORE BE IT RESOLVED, the Employer and the Director agree as follows:

1. The tribe has an Indian employment ratio requirement of 25/75 including Core Crew, if there are qualified Indians to fill employment positions.
2. The Director agrees to refer specific Indians to fill each non-core crew position. The Director will first refer qualified Indian applicants and next will refer interested Indian individuals desiring training opportunities. Employer will expeditiously use its hiring procedure to determine whether an individual referred by TERO is eligible to be hired. Employer agrees to require all subcontractors to hire and train Indian individuals on all subcontract work consistent with the tribe's TERO Ordinance.
3. Employer agrees to hire and/or train Indian individuals to work with the core crew on a full time basis during the project period.
4. The project period runs \_\_\_\_\_ days, starting \_\_\_\_\_.
5. Employer will provide all information requested by the Director in a timely manner to decide and to verify employment decisions.
6. The Employer is encouraged to work with TERO to develop a training program in addition to 3 above, under 03.24.180 (d) of the Ordinance. This program shall be implemented only if needed as determined by the Director after 50 days of project construction. If it is determined that such a program is needed, the Director and Employer shall negotiate in good faith an appropriate job readiness-training program.



7. The Director shall be in receipt of the following in a timely manner:
- A. All job positions for the project together with job descriptions.
  - B. All employees hired to date shall be reported by name and qualifications, if requested.
  - C. All equipment leased or rented to date and future anticipated leasing or rental should be listed. Said listing shall include the name and address of the company from which the equipment is leased or rented and whether the company is Indian-Owned.
  - D. A copy of all certified weekly payrolls or monthly employee report form submitted to the TERO office each month no later than the 10<sup>th</sup> day of the following month.
  - E. Employer agrees to pay by \_\_\_\_\_, the TERO tax to the tribe in the amount of 2.5% of the total contract, to include all change orders.
8. If the Director determines that this Agreement has not been met in good faith, they shall proceed with enforcement of the TERO Ordinance as provided in Subchapter 9 thereof and tribal court may use any and all remedies specified in Subchapter 10 thereof.
9. Employer agrees to use all Indian subcontractors listed in this bid proposal on all work in the dollar amounts listed therein. Employer further agrees to timely pay all Indian and non-Indian employees and subcontractors.

\_\_\_\_\_  
Employee Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
TERO Representative

\_\_\_\_\_  
Date



# Utilization Plan

**Please complete these documents in their entirety. Incomplete Compliance Plans will not be accepted.  
Compliance Plans need to be submitted 48 hours minimum prior to your project start date.**

Prime/Subcontractor Name	
Prime/Subcontractor License#	
Orientation Date:	Time:
Location: Puyallup Tribe of Indians TERO, Tacoma, 98404  1423 East 29th Street, Tacoma, WA 98404, 2nd floor	TERO Indian Preference Firm (IP Firm): <input type="checkbox"/> Yes <input type="checkbox"/> No
Prime Contractor:	Hiring Contractor (if any):
Project Name:	Hiring Contractor License #:

## Subcontract Detail

Contact Name	
Contact Phone	
Prime/Subcontractor Address	
Current Union Agreements: Local #	
Contract Sub-package Name/Identifier	
Prime/Subcontract Dollar Amount	
Approximate Start Date	
Approximate Completion Date	
Job Site Location	
Job Superintendent	
Job Site Phone	
Craft Hiring Rep	
Project Manager	
Shifts	
Payday(s)	
Date Pay Period Ends	

First Aid Provider Hospital	
Worker Parking Provisions	
Drinking Water Provided by	<input checked="" type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Subcontractors
Sanitation Facilities Provided by	<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractors
Number of Workers & Crafts Expected	
Does your company have state industrial insurance?  If no, list the name of your private insurance company?	
Have any of the company staff/key personnel attended a TERO cultural sensitivity workshop?	
Have you received a copy of the TLA	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you reviewed the workforce goals and requirements for the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you prepared to meet the stated Indian Preference goals?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "NO" what is preventing you from meeting the stated goals?	



# Subcontractors Request to TERO

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**NOTE:** Indian Preference subcontract percentage shall be at 100%. (If the TERO Office has qualified Indian Preference Subcontractors, 100% is expected to be hired)

## SUBCONTRACTOR:

Company: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Total Bid: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Company: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Total Bid: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Company: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Total Bid: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Company: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Total Bid: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Total Subcontract Dollars: \$ \_\_\_\_\_

Total Indian Preference Subcontractor Dollars: \$ \_\_\_\_\_

Total Indian Preference Subcontractor Percent Dollars: \_\_\_\_\_

**NOTE:** All Indian Preference bids will be considered acceptable if the "Qualified Contractor" is within reasonable prototype cost and/or estimate.

The Tribal TERO Office provides and maintains a listing of Indian owned construction and contracting companies.



# Labor Force

*Indian Preference in Employment is expected to be 100% if the TERO Office has qualified IP Employees.*

Craft	Peak / Average	Date Needed
Asbestos Workers		
Boiler Makers		
Brick Layers		
Carpenters		
Cement Masons		
Electrical Workers (Inside Wiremen)		
Electrical Workers (Outside Wiremen)		
Elevator Constructors		
Glaziers		
Insulators		
Iron Workers (Structural/Rebar)		
Iron Workers (Ornamental/Architectural)		
Laborers		
Millwrights		
Operating Engineers		
Painters		
Pile Drivers		
Plumbers & Pipefitters		
Plasterers		
Roofers		
Sheet Metal Workers		
Teamsters		
Other Craft: _____		



# Project Staff

---

<b>Owner:</b>	
Office Contact #	
Cell Contact #	
Email Address	
<b>Office Contact/Dispatch:</b>	
Office Phone	
Cell Phone	
Email Address	
<b>Project Manager:</b>	
Office Phone	
Cell Phone	
Email Address	
<b>Safety Representative:</b>	
Office Phone	
Cell Phone	
Email Address	
<b>Drug Test Coordinator:</b>	
Office Phone	
Cell Phone	
Email Address	

At least two (2) active project staff (1 office staff and 1 field Supervisor) are required to attend the mandatory TERO Orientation.

Have either of the above named attended the TERO Orientation within the last two (2) years?    Y            N

If yes or no, reference the name of attendee and date they have or will be certified:

Office Attendee:

Date:

Field Attendee:

Date:



# Key-Personnel Worker List

Contractors without a collective bargaining agreement with Unions signatory to the Puyallup Tribe TLA may employ up to 25% of their own core workers.

A **Key Employee** is an employee that meets all the following (3.24R):

- is and has been on the employers or subcontractors annual payroll for no less than one year, (the fact that an employee has worked for the employer on a previous project shall not qualify that employee as a key personnel employee
- is an owner of the firm,
- holds a top supervisory position within the firm and is essential to the firms operations, such that the firm would suffer a financial loss if it is not able to employ that person.

Prior to award, the apprant low bidder, and prior to commencing work all subcontractors shall identify their key personnel employees. Such employees may be employed on the project whether or not they are Indian. A **Key Employee** includes a top supervisory employee or an employee who performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer, and that employee has been on the employers' or contractors annual payroll for a period of 1 (one) year continuously. The contractor or any subcontractors that fill vacant employment positions within its organization immediately prior to undertaking work pursuant to this contract shall set forth evidence acceptable to the TERO office that its actions were not intended to circumvent these requirements.

**Key workers and Non-Key workers must place their name with the respective union hall dispatch prior to work.**

Employee Name	Classification List Owner, Supervisor, Superintendent, Foreman, or other Lead title	Years Employed	Has worker been on payroll for a period of 1 year?	Does worker have any tribal affiliation?
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Non-Key worker request for clearance. These employees will only be granted clearance if TERO is unable to locate a qualified employee to fill the position.**

**NON-KEY WORKER LIST:**

Name	Classification	Years Employed	Has worker been on payroll for more than one (1) year?	Does worker have any tribal affiliation?	Name of Tribe
	Apprentice		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	

All Key and non-key workers with Tribal Affiliation and/or descendency must submit a TERO application and provide Tribal Identification or letter of descendency papers for verification

For additional non-key crew, print additional pages.





# Buy Indian Act Policy

## Request for Products or Supplies

**NOTE:** An Indian Preference Policy on all projects will be maintained where applicable.

Contractor [ ]

Subcontractor [ ]

Product Or Supply	Quantity	Product Or Supply	Quantity
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

**NOTE:** All "Buy Indian Products" will be considered acceptable if the qualified supplier is within the controllable estimate. (The controllable estimate shall be obtained from three (3) random suppliers, and averaged)

TERO provides and maintains listings of Indian Owned suppliers, vendors, manufacturers, repair, and maintenance firms.

## Request for Rental Equipment

**NOTE:** An Indian Preference Policy on all rental equipment will be maintained where applicable.

Contractor [ ] Subcontractor [ ]

Type of Equipment	Quantity	Type of Equipment	Quantity
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

All Indian Preference rental bids will be considered acceptable if the qualified supplier is within the controllable estimate. (The controllable estimate shall be obtained from three (3) at random rentals and averaged)

TERO provides and maintains a listing of rental equipment available to assist you with completion of your project.

Puyallup Tribe TERO  
General/Sub Name: \_\_\_\_\_



# TERO Employment Rights Ordinance

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The foregoing Utilization Plan is fully acceptable on behalf of the Tribal Employment Rights Ordinance and TERO Office.

\_\_\_\_\_  
Company Represented

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone Number

Dated this \_\_\_\_\_

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Representative Title

\_\_\_\_\_  
TERO Representative

Puyallup Tribe TERO  
General/Sub Name: \_\_\_\_\_



## TERO Employment Rights Fee

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Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

### **Puyallup Tribal Employment Rights Ordinance Requires:**

**3.24.220** (a): Every covered employer or entity attaining a contract of \$20,000.00 or more shall pay a one (1) time Employment Rights Fee of 2.5% of the total amount of the contract award. The fee may be paid in installments over the length of the contract if approved by the TERO Director.

Lump sum payment: [ ☐ ]

Conditional progress payment:

Employment Rights Fee Due:

Contract Amount: \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

APPROVED: [ ☐ ]

DENIED [ ☐ ]

\_\_\_\_\_  
TERO Representative

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Tribal Employment Rights Office

## EMPLOYEE REQUEST FORM

**A Minimum of 48 Hours is required for TERO to fill any requested position**

-All fields must be filled out and form completed in its entirety. An incomplete form will not be accepted.

-Undue hiring criteria listed for a position that would intentionally prevent a TERO Client from being dispatched will not be accepted.

### **PROJECT INFORMATION**

Project Name	
Project Location	
Company Name	
Contact Name	
Title	
Phone Number	

### **EMPLOYEE REQUEST INFORMATION**

Position Title		How Many	
Position Type	Full Time    Part Time	Pay Rate	
Hours Per Week		Shift(s)	Days    Nights    Weekends    OT
Start Date		Start Time	
Level	<input type="checkbox"/> Apprentice/What year?		Journeyman
Union or Non Union		Union #	
Reports to		Contact	Location
If Position is unfillable by TERO, employee who will fill position			

### **POSITION INFORMATION**

General Job Description/ Duties:


Work Experience Requirements (Please Include Any Licenses, Certifications Etc If Required) :


Pre-Employment Screening (UA, 19 and W9 etc) :


### **TERO Office Use Only**

Reviewed By		Date Hired	
Approved by		If No Hire, Reason	

TERO@puyalluptribe-nsn.gov  
253-573-7846

**PART E**

**TERO WAGE SCALE – 2021**



# Tribal Employment Rights Office

## Client Wages

These wages are base minimum pay for Non-Union Companies.

\*Fringe Benefits are not included in these wages.

COMMERCIAL PROJECT	
TRADE / POSITION	WAGE
Asbestos / Abatement	\$32.41
Boiler Maker	\$48.73
Brick / Block Maker	\$36.34
Carpenter	\$35.38
Cement Mason	\$39.14
Drywall Hangers / Tapers	\$39.77
Electrician	\$40.22
Electrician—Outside Lineman	\$46.27
Elevator Mechanic	\$57.35
Fence Erector	\$24.36
Flagger	\$26.70
Glazier	\$41.14
Heat & Frost Insulator	\$39.66
Heating Equipment Mechanic	\$37.09
Heavy Equipment Operator	\$38.93
HOD Carrier / Mason Tender	\$32.20
Insulation Applicator / Installer	\$35.25
Ironworker	\$41.92
Laborer (General Laborer)	\$30.11
Landscaping & Planting	\$16.51
Painter	\$28.32
Pipe Layer	\$33.40
Plasterer	\$35.88
Plumber / Pipe Fitter	\$43.90
Refrigeration & A/C Mechanic	\$52.60
Roofer	\$31.95
Sheet Metal Worker	\$47.47
Soft Floor Layer / Carpet	\$34.10
Sprinkler Fitter (Fire Protection)	\$42.89
Terazzo / Tile Finisher	\$30.26
Tile Setter	\$36.19
Traffic Control Striper	\$37.95
Truck Driver (Dump Truck & Trailer)	\$24.17

RESIDENTIAL PROJECT	
TRADE / POSITION	WAGE
Asbestos / Abatement	\$24.35
Boiler Maker	\$24.42
Brick Mason	\$28.73
Carpenter	\$28.51
Cement Mason	\$29.12
Drywall Applicator	\$33.94
Drywall Taper	\$39.19
Electrician	\$26.05
Glazier	\$30.81
Heating Equipment Mechanic	\$21.63
Heavy Equipment Operator	\$27.62
HOD Carrier / Mason Tender	\$22.16
Insulation Applicator / Installer	\$21.08
Ironworker	\$26.09
Laborer (General Laborer)	\$20.40
Landscaping & Planting	\$13.88
Painter	\$21.08
Pipe Layer	\$21.77
Plasterer	\$24.27
Plumber / Pipe Fitter	\$27.99
Power Line Tree Trimmer	\$26.14
HEO Underground	\$25.79
Refrigeration & A/C Mechanic	\$45.13
Roofer	\$21.84
Sheet Metal Worker	\$34.37
Soft Floor Layer / Carpet	\$30.82
Sprinkler Fitter (Fire Protection)	\$29.20
Terazzo / Tile Finisher	\$20.34
Tile Setter	\$15.29

-Union Member clients will be paid Union Scale Wage.

-Non Union Clients dispatched to a Union Company will receive Union Scale with fringe benefits applied directly to wages.

-Journeylevel Union Clients working for a TLA Signatory Union Company reserve the right to opt out of the Union on projects within the Puyallup Tribe Reservation within two weeks of hire.

**PART F**

**INDIAN PREFERENCE CONTRACTOR DIRECTORY  
&  
LABOR AGREEMENT**

# **PUYALLUP TRIBE OF INDIANS**

## **TRIBAL EMPLOYMENT RIGHTS OFFICE**



### **TERO CERTIFIED**

### **INDIAN PREFERENCE CONTRACTOR**

### **DIRECTORY**

1423 East 29th Street - Suite 238 Tacoma Wa 98404 - Office (253) 573-7846 - Fax (253) 680-5997



**Notice to all Entities and General Contractors who are awarding/awarded contracts within Puyallup Tribal Reservation jurisdiction. Please reference the Ordinance below regarding Indian Preference in Contracting:**

**3.24.050 Indian preference in contracting.**

All entities awarding contracts or subcontracts for supplies, services, labor, or materials in the amount of \$20,000 or more where the majority of the work on the contract or subcontract will occur on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries shall give preference in contracting and subcontracting to qualified entities that are certified by the Commission as 51 percent or more Indian-owned and controlled, with a first preference to qualified entities that are 51 percent or more owned and controlled by local Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.330]

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**3.24.080 Subcontracts included.**

This chapter shall apply to all subcontracts awarded by a Tribal, federal, or state direct contractor or grantee, whether or not the prime contract was subject to this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.360]

**3.24.090 All covered entities to comply.**

All covered entities shall comply with the rules, regulations, guidelines and orders of the Commission which set forth the specific obligations of such entities in regard to Indian preference in contracting and subcontracting. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.370]

**Puyallup TERO supports all of our Certified Indian Preference Contractors and Companies.**

**We encourage the support and utilization of these I.P. Firms regardless if a project is subject to TERO jurisdiction or not, be it an on or off reservation project.**

# Directory of Services

Category	Page	Category	Page
Architecture	4	Land Use Planning	9
Artwork & Designs	4	Masonry	9
Asbestos / Abatement	4	Mechanical/Plumbing	9
Carpentry	4	Moving	9
Carpet	4	Painting	9
Cleaning/Construction Cleanup/	4	Printing	9
Communications	4	Product Supplies	9
Concrete	5	Residential	10
Consulting	5	Roofing	10
Crane & Rigging	5	Saw Cutting	10
Demolition	5	Sheet Metal	10
Drywall / Sheetrock	5	Signs & Graphics	10
Electrical	5 & 6	Site Preparation	11
Engineering	6	Steel/Iron work	11
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**Although Companies & Contractors are listed within each known scope, we encourage contacting each company as they may be capable of additional services**

## Architecture

## Artwork & Designs

### Speakthunder Galleries

Bus: (541) 325-2671

Email: [Speakthunder32@gmail.com](mailto:Speakthunder32@gmail.com)

## Asbestos/Abatement

## Carpentry

### Nixon Construction

(425) 418-5995

601 Lakeside Way SW Mattawa WA 99349

[Kevin.nixon@nixon-construction.com](mailto:Kevin.nixon@nixon-construction.com)

## Carpet

### Great Floors LLC

(253) 474-9034

6818 Tacoma Mall Blvd, Tacoma, WA 98409

<https://www.greatfloors.com/>

## Cleaning/Construction Clean Up/Maintenance

### Baxters Carpet Cleaning

(360) 266-8109

PO Box 98 Bucoda, Wa 98530

[baxterscarpetcleaning@yahoo.com](mailto:baxterscarpetcleaning@yahoo.com)

### Omega Services & Supply

(253) 804-6000

3705 West Valley Highway N Auburn, Wa 98001

[Omegaservicesandsupply.com](http://Omegaservicesandsupply.com)

## Communications

### Roads West Inc Communications

(360) 403-8782

[info@roadswestinc.com](mailto:info@roadswestinc.com)

PO Box 263 Arlington, Wa 98223

[Roadswestinc.com](http://Roadswestinc.com)

### Omega Services & Supply

(253) 804-6000

3705 West Valley Highway N Auburn, Wa 98001

[Omegaservicesandsupply.com](http://Omegaservicesandsupply.com)

## Concrete

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

### Omega Services & Supply

3705 West Valley Highway N Auburn, Wa 98001

(253) 804-6000

Omeigaservicesandsupply.com

## Consulting

### Process Resolutions Inc

20206 110th Ave Ct E Graham, Wa 98338

(253) 875-3113

## Crane & Rigging

### Barnhart Crane & Rigging

7625 S 228th St Kent, Wa 98032

(253) 630-6244

BarnhartCrane.com

### Industry Erectors

1429 Avenue D #267 Snohomish, Wa 98290

Office: (425) 305-3581 Field: (425) 879-7334

Industryerectors.com

## Demolition

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

## Drywall / Sheetrock

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

## Electrical

### Cowlitz Electric Construction

751 Schaffran Rd Castle Rock, Wa 98611

(360) 274-2929

cowlitzelectric@gmail.com

### Kodiak Electric

34419 Thomas Rd Eatonville, Wa 98328

(253) 722-4739

kodiakelectric@hotmail.com

## Electrical

### Nisqually Construction Services

12820 Yelm Hwy SE Suite H Olympia, Wa 98513

(253) 722-5928 info@NisquallyConstruction.com

Nisquallyconstruction.com

### OHM Electrical Contracting

620 S Orcas St Suite 80127 Seattle, Wa 98108

(206) 678-6744

ohmelectricalcontracting.com

### Rodarte Construction Inc

17 E Valley Highway E Auburn, Wa 98092

(253) 939-0532

Facebook.com/rodarteconstructioninc

### Smart Homes Electric Inc

6412 Fairlawn Dr SW Lakewood, Wa 98499

(253) 582-4663

### Sundancer Electric

8041 S 228th St Suite 101 Kent, Wa 98032

(253) 398-2999 info@sundancerelectric.com

Sundancerelectric.com

## Engineering

### Akana

6400 SE Lake Road, Suite 270 Portland OR 97222

(971) 404-1622

Www.akana.us

### OHM Electrical Contracting

620 S Orcas St Suite 80127 Seattle, Wa 98108

(206) 678-6744

ohmelectricalcontracting.com

### Tribal Fire Systems

1565 S Rolling Hills Dr Meridian, ID 83642

(208) 906-8792 Jessica@tribalfiresystems.com

Tribalfiresystems.com

## Fencing

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

## Finance

### Commodore Asset Management

1206 N Fife St Tacoma, Wa 98406

(253) 279-4781

## Fire Protection

### Access Fire Extinguishers

PO Box 7576 Covington Wa 98042

Bus: (425) 413-2648 Mobile: (206) 380-6442

admin@accessfireprotection

### Omega Services & Supply

3705 West Valley Highway N Auburn, Wa 98001

(253) 804-6000

Omegaservicesandsupply.com

## Fire Protection

### Tribal Fire Systems

1565 S Rolling Hills Dr Meridian, ID 83642

(208) 906-8792 Jessica@tribalfiresystems.com

Tribalfiresystems.com

## Flooring

### Great Floors LLC

6818 Tacoma Mall Blvd, Tacoma, WA 98409

(253) 474-9034

<https://www.greatfloors.com/>

## General Contracting & Construction

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### JKT Development

1033 Old Blyn Hwy Sequim, Wa 98382

(360) 681-4650

### Marshbank Construction Inc

(425) 377-9708

### Nisqually Construction Services

12820 Yelm Hwy SE Suite H Olympia, Wa 98513

(253) 722-5928

info@NisquallyConstruction.com

Nisquallyconstruction.com

### Nixon Construction

601 Lakeside Way SW Mattawa, Wa 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

### Rodarte Construction Inc

17 E Valley Highway E Auburn, Wa 98092

(253) 939-0532

Facebook.com/rodarteconstructioninc

### Tru Colors Contracting

17122 45th St E Lake Tapps, Wa 98391

(253) 447-7063

## Heavy Civil Construction

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### JKT Development

1033 Old Blyn Hwy Sequim, Wa 98382

(360) 681-4650

### Nisqually Construction Services

12820 Yelm Hwy SE Suite H Olympia, Wa 98513

(253) 722-5928

info@NisquallyConstruction.com

Nisquallyconstruction.com

## Heavy Civil Construction

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

### Rodarte Construction Inc

17 E Valley Highway E Auburn, Wa 98092

(253) 939-0532

Facebook.com/rodarteconstructioninc

## Heavy Equipment Operation (HEO), Excavation

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### JKT Development

1033 Old Blyn Hwy Sequim, Wa 98382

(360) 681-4650

## Highway Construction

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### Industry Erectors

1429 Avenue D #267 Snohomish, Wa 98290

Office: (425) 305-3581 Field: (425) 879-7334

Industryerectors.com

### Nisqually Construction Services

12820 Yelm Hwy SE Suite H Olympia, Wa 98513

(253) 722-5928

info@NisquallyConstruction.com

Nisquallyconstruction.com

## HVAC

### AirePro

2921 Meridian Ave E Edgewood, WA 98371

(253) 848-2626

airepro.com

### Apollo Mechanical

3051 E Valley Rd, Renton, WA 98057

(253) 872-5151

apollomech.com

## Landscape

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425)418-5995

Kevin.nixon@nixon-construction.com

## Land Use Planning

### Akana

6400 SE Lake Road, Suite 270 Portland OR 97222

(971) 404-1622

Www.akana.us

## Masonry

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

## Mechanical / Plumbing

### Apollo Mechanical

3051 E Valley Rd, Renton, WA 98057

(253) 872-5151

apollomech.com

### Arrow Mechanical

1314 Rainier St Sumner Wa 98390

(253) 219-6626

tgweeks\_44yahoo.com

## Moving

### Industry Erectors

1429 Avenue D #267 Snohomish, Wa 98290

Office: (425) 305-3581 Field: (425) 879-7334

Industryerectors.com

## Painting

### Armadillo Painting

(425) 641-5465

### Mike Wedde Painting & Construction

8415 E F St, Tacoma, WA 98445

(253) 539-1667

### Omega Services & Supply

3705 West Valley Highway N Auburn, Wa 98001

(253) 804-6000

Omegaservicesandsupply.com

## Printing / Graphics

### Active Screen Printing

(253) 376-0754

### Unparalleled Apparel LLC

631 163rd St S Spanaway Wa 98387

(253) 592-8964

Unparalleledapparellic@gmail.com

## Product Supplies

### RBP Supply

126 Adams St, Mission SD 57555

(605) 856-5555

<https://shop.incomsupply.com/>



<b>Residential</b>	
<u><b>JKT Development</b></u> 1033 Old Blyn Hwy Sequim, Wa 98382	(360) 681-4650
<u><b>Kodiak Electric</b></u> 34419 Thomas Rd Eatonville, Wa 98328	(253) 722-4739 kodiakelectric@hotmail.com
<u><b>Nixon Construction</b></u> 601 Lakeside Way SW Mattawa WA 99349	(425) 418-5995 Kevin.nixon@nixon-construction.com
<u><b>OHM Electrical Contracting</b></u> 620 S Orcas St Suite 80127 Seattle, Wa 98108	(206) 678-6744 ohmelectricalcontracting.com
<u><b>Rodarte Construction Inc</b></u> 17 E Valley Highway E Auburn, Wa 98092	(253) 939-0532 Facebook.com/rodarteconstructioninc
<u><b>Smart Homes Electric Inc</b></u> 6412 Fairlawn Dr SW Lakewood, Wa 98499	(253) 582-4663
<b>Roofing</b>	
<u><b>Nixon Construction</b></u> 601 Lakeside Way SW Mattawa WA 99349	(425) 418-5995 Kevin.nixon@nixon-construction.com
<u><b>Tru Colors Contracting</b></u> 17122 45th St E Lake Tapps, Wa 98391	(253) 447-7063
<b>Saw Cutting</b>	
<u><b>Arrow Cutting</b></u>	(253) 984-7504
<b>Sheet Metal</b>	
<b>Signs &amp; Graphics</b>	
<u><b>Speakthunder Galleries</b></u>	Bus: (541) 325-2671 Email: Speakthunder32@gmail.com
<u><b>Signarama</b></u> 7610 S Tacoma Way, Tacoma, WA 98409	(253) 474-1991 <a href="https://signarama.com/locations/wa-tacoma/">https://signarama.com/locations/wa-tacoma/</a>

<b>Site Prep</b>	
<u>Nisqually Construction Services</u> 12820 Yelm Hwy SE Suite H Olympia, Wa 98513	(253) 722-5928 info@NisquallyConstruction.com Nisquallyconstruction.com
<b>Steel Work</b>	
<u>Industry Erectors</u> 1429 Avenue D #267 Snohomish, Wa 98290	Office: (425) 305-3581 Field: (425) 879-7334 Industryerectors.com
<b>Stone &amp; Tile</b>	
<u>Nixon Construction</u> 601 Lakeside Way SW Mattawa WA 99349	(425) 418-5995 Kevin.nixon@nixon-construction.com
<b>Supply</b>	
<u>RBP Supply</u> 126 Adams St, Mission SD 57555	(605) 856-5555 <a href="https://shop.incomsupply.com/">https://shop.incomsupply.com/</a>
<b>Surveying</b>	
<u>Accurate Land Surveys</u> 1170 NE 64th Ln, Hillsboro, OR 97124	(503) 645-2360 <a href="https://www.accuratelandsurveys.com/">https://www.accuratelandsurveys.com/</a>
<b>Telecommunication / Technologies</b>	
<u>JKT Development</u> 1033 Old Blyn Hwy Sequim, Wa 98382	(360) 681-4650
<u>Roads West Inc Communications</u> PO Box 263 Arlington, Wa 98223	(360) 403-8782 info@roadswestinc.com Roadswestinc.com
<u>Omega Services &amp; Supply</u> 3705 West Valley Highway N Auburn, Wa 98001	(253) 804-6000 Omegaservicesandsupply.com
<b>Traffic Control</b>	
<u>Nisqually Construction Services</u> 12820 Yelm Hwy SE Suite H Olympia, Wa 98513	(253) 722-5928 info@NisquallyConstruction.com Nisquallyconstruction.com

## Trucking / Transport

<b><u>Barnhart Crane &amp; Rigging</u></b> 7625 S 228th St Kent, Wa 98032	(253) 630-6244 BarnhartCrane.com
<b><u>Cates &amp; ERB</u></b> PO Box 2027 616 S. Ferry St Omak, Wa 98841	(509) 826-4752 catesanderb@ncidata.com Catesanderb.com
<b><u>Industry Erectors</u></b> 1429 Avenue D #267 Snohomish, Wa 98290	Office: (425) 305-3581 Field: (425) 879-7334 Industryerectors.com
<b><u>Nisqually Construction Services</u></b> 12820 Yelm Hwy SE Suite H Olympia, Wa 98513	(253) 722-5928 info@NisquallyConstruction.com Nisquallyconstruction.com

## Utilities

<b><u>OHM Electrical Contracting</u></b> 620 S Orcas St Suite 80127 Seattle, Wa 98108	(206) 678-6744 ohmelectricalcontracting.com
<b><u>Nisqually Construction Services</u></b> 12820 Yelm Hwy SE Suite H Olympia, Wa 98513	(253) 722-5928 info@NisquallyConstruction.com Nisquallyconstruction.com
<b><u>Rodarte Construction Inc</u></b> 17 E Valley Highway E Auburn, Wa 98092	(253) 939-0532 Facebook.com/rodarteconstructioninc
<b><u>Sundancer Electric</u></b> 8041 S 228th St Suite 101 Kent, Wa 98032	(253) 398-2999 info@sundancerelectric.com Sundancerelectric.com

## Video Production

## Welding

<b><u>Industry Erectors</u></b> 1429 Avenue D #267 Snohomish, Wa 98290	Office: (425) 305-3581 Field: (425) 879-7334 Industryerectors.com
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# **TRIBAL LABOR AGREEMENT**

**Between**

**THE PUYALLUP TRIBE OF INDIANS**



**and**

**TRIBAL EMPLOYMENT RIGHTS OFFICE**

**and**

**NORTHWEST NATIONAL CONSTRUCTION ALLIANCE**

**and**

**BUILDING TRADES CONSTRUCTION UNIONS**

## **PURPOSE**

This Agreement is entered into by and among the Puyallup Tribe of Indians hereafter referred to as "Tribe," the Tribal Employment Rights Office hereafter referred to as "TERO" and the Northwest National Construction Alliance (NWNCA) and additional Building Trades Unions signed to this Agreement hereafter referred to as "Union".

## **SCOPE**

This Agreement applies to all construction projects located within the boundaries of the Puyallup Indian Reservation, on tribal trust property near the reservation, or lands otherwise within the jurisdiction of the Tribe.

This agreement represents a concerted effort among the parties to provide opportunities for family wage employment; to provide safe, healthy and clean working environments and working conditions; to provide ongoing Apprenticeship, training, employment and career path opportunities and to provide affordable family health care and the ability to retire with dignity.

Where the jurisdiction of this Agreement overlaps or conflicts with another Tribe or Tribal entity the jurisdiction of this agreement may be modified by mutual agreement between the applicable Tribes. If Agreement is not reached between the Tribes the Terms and Conditions of this Agreement or any Addendum to this Agreement may be waived by mutual written Agreement of the parties.

## **TRIBAL SOVEREIGNTY**

All parties signatory to this Agreement acknowledge that the Puyallup tribal sovereign authority governs the Terms of this Agreement. The parties agree that the sovereign immunity and authority of the Tribe shall remain intact and unabridged throughout the life of this Agreement and that The Puyallup Tribal Council shall decide all issues regarding Tribal Sovereignty and its decision shall be both final and binding.

## **TERO RECOGNITION**

The Puyallup Tribe has adopted a Tribal Employment Rights Ordinance hereafter referred to as "Ordinance" as Law within the Reservation or where the Tribe otherwise has jurisdiction. The Unions and all other parties agree to recognize the authority of TERO and agree to abide by the TERO Ordinance, regulations and applicable determinations. The parties recognize that TERO has a primary commitment to the employment of Tribal Members in the hiring of Indian preference employees.

## **UNION RECOGNITION**

The Tribe and TERO authorize the Unions to enter into a Collective Bargaining Agreement with General Contractors and Sub Contractors for all construction projects, to act as party to that Agreement, as the exclusive Bargaining Representatives of all construction craft employees performing work covered by said agreement on construction projects with respect to wages, hours of work, and all other Terms and Conditions of employment, provided that:

- a) Indian preference contractors shall not be required to recognize the Union as exclusive Bargaining Representative of their employees.
- b) Indian preference employees may choose not to be Members of, or pay dues in lieu of Membership to, the Union.
- c) All Non-Indian preference contractors bound to this Agreement will abide by the Terms and Conditions of the applicable Collective Bargaining Agreement for the duration of the project and will be signatory to the appropriate craft Union Agreements.

## **LABOR LIAISON**

If the Tribe so chooses, the Union will appoint a Labor Liaison. Such appointment is subject to approval of the Tribe. The Labor Liaison will serve as a point of contact in questions arising from the implementation and interpretation of this Agreement. The Liaison will help facilitate discussions concerning the execution and application of this Agreement and notify the appropriate parties of meetings, concerns, or other items of interest.

## **INDIAN PREFERENCE WORKERS**

The Union and TERO shall mutually establish Hiring Hall Rules consistent with Tribal Employment Rights Ordinance requirements, which shall include first hire priority rights for all local Indian preference employees. TERO shall provide a Dispatch Form, a copy of which shall be forwarded to the signatory employer and the Union upon dispatch of the employees.

## **NON-UNION WAGE AND BENEFITS**

If the Indian preference contractor or employee opts not to join the Union, the following pay schedule will be applicable:

1. Wages and Benefits will be in accordance with the applicable Union scale or Prevailing Wage, whichever is more favorable to the employee.
2. Should a non-Union Tribal employee opt not to participate in the Union; benefits will be paid as directed by TERO. Employees electing this option may exercise this option by completing the attached "Notification to Employees Registered with TERO."

## **APPRENTICESHIP AND TRAINING**

The parties recognize the necessity for Specialized Training and agree to indenture qualified Indian Apprentice Candidates in Washington State Certified Apprenticeship Programs, including but not limited to Registered Tribal Apprenticeship Programs. Minimum Apprenticeship standards and ratios shall be established for the hiring of Indian preference Apprentices for the Project.

*\*Union sponsored Apprenticeship Programs shall allow for Direct Entry of qualified Indian Apprentice Candidates.*

## **RESOLUTION OF DISPUTES**

In the event any issue arises pertaining to the interpretation or application of this Agreement, the parties shall arrange for a meeting to be conducted at the earliest mutually convenient time. In the event the Union and TERO Representatives cannot resolve any issue within thirty (30) calendar days, after the notification to all parties, the issue will be referred to the Puyallup Tribe's TERO Commission for a final and binding determination.

The Grievance Procedure found in the Collective Bargaining Agreement shall apply to all disputes arising under the Agreement. Indian preference employees shall have the ability to resolve disputes with either the TERO or the Union when working under the terms of this Agreement. TERO shall have the right to dispatch a representative to any grievance proceeding in which the Union is involved.

The foregoing procedure shall constitute the exclusive method for resolving issues arising under this Agreement. No party to this Agreement may resort to economic action (e.g., strike, slow-down, cessation of work or non-dispatch of personnel) to resolve any dispute between the parties throughout the life of this Agreement.

#### **UNION MEMBERSHIP**

Although Union Membership is not required for Indian preference employees, the Tribe agrees to allow a Union Representative and/or Training Agents to demonstrate the benefits of Union Membership to all Tribal members and other natives.

All Unions signatory to this Agreement further Agree that at no time will a Union Representative directly or indirectly harass, coerce or threaten any Tribal Member that chooses not to join the applicable Union in any way.

*\*Tribal Members that meet or exceed the basic Journeyman requirements for membership shall be allowed to join the Union as a Journeyman*

For the Puyallup Tribe:

[Signature]  
Signature

Tribal Chairman  
Title

2/22/13  
Date

For TERO Director:

[Signature]  
Signature

TERO Director  
Title

2-11-13  
Date

For TERO Commission:

[Signature]  
Signature

TERO Commission Chair  
Title

2/13/13  
Date

For the UA LOCAL 26  
PLUMBERS & PIPEFITTERS

[Signature]  
Signature

Business Agent  
Title

11, Feb. 2013  
Date

For the NWNCA:

[Signature]  
Signature

Vice - President  
Title

2-11-2013  
Date

For the Local 252

[Signature]  
Signature

Vice President  
Title

11 Feb 2013  
Date

For the IUPAT DGS Painters  
and Trades

[Signature]  
Signature

Business Representative  
Title

                      
Date

For the Ironworkers Local 86

[Signature]  
Signature

Business Rep  
Title

2/11/13  
Date



For the OPCMIA 528 :

Signature [Signature]

Title Field REP

Date 2-11-13

For the PACIFIC NW REGIONAL COUNCIL OF CARPENTERS :

Signature [Signature]

Title REPRESENTATION

Date FEB 11, 2013

For the Operating Engineers Local 612 :

Signature [Signature]

Title President

Date 2-11-2013

For the SHEET METAL WORKERS

Signature [Signature]

Title Business Rep

Date 2/11/13

For the I 40E 302 :

Signature [Signature]

Title Field Representative

Date 2-11-2013

For the U.A. Local #699 Sprinkler Fitters :

Signature [Signature]

Title WSA/UA/#699 Field Rep.

Date 2-11-13

For the TEAMSTERS 313 :

Signature [Signature]

Title Business Agent

Date 2-13-13

For the RODGERS UNION Local 153

Signature [Signature]

Title Business Manager

Date 3-6-13

For the \_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the \_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DH:1-23-2013

For the \_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the \_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### **NOTIFICATION TO EMPLOYERS REGISTERED WITH TERO**

The employees registered with the Puyallup TERO wishing Union Membership shall have the right to join the Applicable Union with full benefits.

#### **NOTIFICATION OF INTEREST TO JOIN THE UNION**

I, \_\_\_\_\_, have been advised of my right to join the Union and receive the full benefit of Union Membership. I understand that upon application for Membership, I will have the same obligation and be required to meet the same requirement as all other Members. I understand contributions will be made to the usual customary benefit trust funds on my behalf. I further understand that deductions, including but not limited to dues, credit union and other Union supported programs, will be deducted from my wages.

\_\_\_\_\_  
Current Employer

\_\_\_\_\_  
Date Hired

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Employees registered with the Puyallup TERO not wishing to join the Union will individually sign a waiver of fringe benefits. Current wage and benefit amounts shall be paid directly to those employees not wishing to join the Union by signing said waiver. No Union deductions will be made from the employee's paycheck. This waiver shall only apply for the Native American Project listed below.

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Location

#### **WAIVER OF RIGHT UNION MEMBERSHIP AND FRINGE BENEFITS**

I, \_\_\_\_\_, have been advised of and understand my rights to join the Union and to have payments made on behalf to the usual and customary benefit trust fund, I choose not to have my employer make fringe benefit payments on my behalf to these trust funds and to have the Employer pay the total of the applicable wage and benefit payments directly on my payroll check. I understand I will not receive nor be eligible for any benefit from any of the trust funds.

\_\_\_\_\_  
Current Employer

\_\_\_\_\_  
Date Hired

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

# Pacific Northwest Regional Council of Carpenters



*Affiliated with*  
*United Brotherhood of Carpenters and Joiners of America*

*Dan Hutchins, Contract Administrator*  
25120 Pacific Highway South Suite 200, Kent, WA 98032  
Cell 509.539.4258 • dhutchins@nwcarpenters.org



## LETTER of UNDERSTANDING

This letter will confirm the discussions during the negotiations of the captioned Tribal Labor Agreement. The on-site fabrication and installation of structural/architectural systems between manufactured components which are traditionally the work of the PNW Regional Council of Carpenter members will continue to be recognized as such.

As you know, from the discussions in negotiations, if done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under prevailing wage for employees represented by the PNW Regional Council of Carpenters, unless such work is performed otherwise pursuant to the provisions of this letter.

The PNW Regional Council of Carpenters recognizes that the timely completion of Construction Projects is vital to Puyallup Tribe of Indians and the Community it is intended to serve. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the PNW Regional Council of Carpenters agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate Carpenter classification in the locality where the work is performed. The Project Contractor and the Council agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The PNW Regional Council of Carpenters will not unreasonably withhold its consent to such accommodations and the PNW Regional Council of Carpenters agrees to install on-site any components fabricated pursuant to the terms of this letter, without limitation. The parties will make every effort to keep an open channel of communication to insure that all parties are fully informed of the facts affecting the substance of this letter.

Dated this 11<sup>TH</sup> day of FEB 2013.

Puyallup Tribe of Indians/ Tero

By Tribal Chairman

Signature *[Signature]*

By Marian Gyon

Signature *[Signature]*

DH: 1-18-2013

PNW REGIONAL COUNCIL OF CARPENTERS

By CHRIS LAMBERT

Signature *[Signature]*

# Sheet Metal Workers International Association

## LOCAL UNION 66

11831 Beverly Park Road, B-2 · Everett, WA 98204  
Main office: (425) 493-5900 · Fax: (425) 493-5901 · Toll-free: 1-800-659-5882 · Dupont: (253) 617-7909



### TRIBAL LABOR AGREEMENT ATTACHMENT

#### Puyallup Tribe of Indians, Tribal Employment Rights Office Labor Agreement

##### LETTER OF UNDERSTANDING RE: OFF-SITE FABRICATION

The on-site fabrication and installation of sheet metal components between manufactured components which are traditionally the work of SMWIA members will continue to be recognized as such.

As you know, if done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established for employees per the Tribal Labor Agreement represented by the Sheet Metal Workers unless such work is performed otherwise pursuant to the provisions of this letter

The Sheet Metal Workers recognizes that the timely completion of this project is vital to the Tribe. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the Sheet Metal Workers agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate Sheet Metal Worker classification in the locality where the work is performed.

The Puyallup Tribe of Indians and the Union agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers will not unreasonably withhold its consent to such accommodations and Local 66 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter. If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Off-Site Fabrication for projects in conjunction with the Tribal Labor Agreement, please indicate your acceptance in the space provided below.

**AKNOWLEDGED, AGREED AND ACCEPTED On behalf of Puyallup Tribe of Indians**

By: *Deanna Dillensch*

**AKNOWLEDGED, AGREED AND ACCEPTED On behalf of Sheet Metal Workers Local #66**

By: *Jeffrey W. Stowe For* Eric J. Martinson, Business Manager

## **PART G**

### **QUESTION AND ANSWERS**



## PUYALLUP TRIBE OF INDIANS

1423 E 29<sup>th</sup> St  
Tacoma, Washington 98404  
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### **Questions and Answers**

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The following presents a listing of some of the most common inquiries made about Indian Preference and Tribal Employment Rights Offices (TERO's).

#### **1. WHAT IS TERO?**

There are two (2) main elements of TERO:

- A. Conceptual – TERO is a sovereignty based, self-help, and systematic approach to Indian and economic self-reliance or self-determination.
- B. Programmatic – TERO is also a Tribal enforcement and compliance program that monitors employers to ensure optimal benefits are attained from Federal and Tribal employment laws, regulations, policies and procedures.

#### **2. WHAT IS THE PURPOSE OF TERO?**

To access more employment & training opportunities for Native Americans, and to provide more business & economic opportunities for businesses owned by Native Americans.

#### **3. WHAT IS THE LEGAL BASIS FOR TERO?**

A tribe's authority to enact and enforce an Indian employment preference is grounded in its inherent sovereign powers of self-government. This legal doctrine is the most basic principal of Indian laws and is supported by a host of Supreme Court decisions. These decisions have held that "Inherent sovereign powers derive from the principle that certain powers do not necessarily come from delegated powers granted by express acts of Congress, but are inherent powers of a limited sovereign which have never been extinguished. Tribes have a basic relationship with the federal government as sovereign powers. This is recognized in both treaties and federal statutes. The sovereignty of tribes has been limited from time to time by treaties and federal legislation; however, what has not been expressly limited remains within tribal sovereignty." One important area in which the inherent powers of tribes clearly apply is in the right of tribes to regulate and tax all commerce activity within the jurisdictional boundaries of their reservations. A full and accurate explanation of tribal sovereignty is found in Felix S. Cohen's handbook of Federal Indian Law.

#### **4. WHAT ARE THE BASIC REQUIREMENTS OF TERO?**

All employers operating within tribal jurisdiction are required to provide Indian Preference in employment, training, contracting, subcontracting and all other aspects of employment. Below are six (6) major provisions found in most TERO Ordinances that employers must agree to:



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- A. Submit an acceptable compliance plan detailing employer workforce needs and the steps to be taken to ensure Indian Preference. TERO compliance plans are fashioned closely after those used by OFCCP's for affirmative action compliance.
- B. Utilize the TERO Hiring Hall for all referrals and consider Indian applicants before interviewing or hiring non-Indian workers.
- C. Agree to hire no less than a specific number of Indians in each job classification and cooperate with tribal training programs to hire a certain amount of trainees.
- D. Eliminate all extraneous job qualification criteria or personnel requirements, which may act as a barrier to Indian employment. TERO's are guided by EEOC guidelines for verifying legitimate Bona-Fide Occupational Qualifications (BFOQ's).
- E. Agree to acknowledge and respect tribal religious beliefs and cultural differences and to cooperate with the TERO to provide reasonable accommodation.
- F. Tribes have found the most effective means by which they can ensure Indian Preference compliance is through the endeavors of their own TERO enforcement programs. The success of TERO programs can be directly attributed to the fact that these programs embody all of the critical elements listed above. Since TERO's are the core of an effective tribal employment rights effort, a close examination of TERO is necessary.

### 5. WHAT IS THE EXTENT OF TERO JURISDICTION?

To the extent of what is legally described or defined by treaty or legislation which is the exterior boundaries of the reservation, including ceded territories and lands where jurisdiction has not been extinguished.

### 6. IS THERE A DIFFERENCE BETWEEN TRIBAL AND INDIAN PREFERENCE?

Yes, with jurisdiction on tribal projects which are funded, owned and operated by the tribe (i.e. Tribal Enterprises), tribes can require tribal preference. This is permissible under the federal law because tribes are exempt for Title VII of the Civil Rights Act, Executive Order 11246 and most other employment rights legislation.

- A. Indian Preference is permissible under some federal laws i.e. Indian Staff Determination Act, Buy Indian Act and under most federal laws.
- B. **Executive Order 11246 Provides:** "Contractors or subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation and the use of such a preference shall not excuse a contractor from complying with other requirements contained in this chapter."





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### 7. ARE TERO TAXES LEGAL?

Yes, tribal authority to tax is equal to that of any government. Taxation, licenses, fees are a valuable source for financing tribal governmental operations. TERO Programs have the unique characteristics of being able to generate their own operating income and contribute to the tribal general fund.

- A. Employers can realize substantial savings since tribal taxes pre-empt state and other local taxation on reservation projects often to the benefit of the employer. The average TERO fee is 2.5% substantially lower than most states.
- B. The TERO has the responsibility to insure the due process of the employer under the tribal ordinance and that only qualified and screened referrals are made to the employer.

### 8. WILL TERO TAXES/FEE INCREASE THE COST OF THE PROJECT?

No. TERO fees range from ½ of 1% to 4% with the national average at 2.5%. The much lower tribal taxes and fees pre-empt other taxes and fee requirements on tribal projects and often mean a substantial savings to the contractor (most state taxes for example are in the 6% - 10% range).

- A. The Federal Highway Administration (FHWA) allows a 1% flow through for highway contractors, which means they can pass up to 1% of their tribal tax/fee burden on to the agency. This provides another incentive to support TERO. The remaining amounts are the contractors' responsibility and like other federal, state, county and local taxes/fees, must come out of the contractors' pocket.

### 9. IS INDIAN PREFERENCE “REVERSE DISCRIMINATION?”

No, there is no such thing as reverse discrimination, simply stated, discrimination is discrimination no matter who does it to whom. Indian preference is defined as a **“political preference, not a racial one”** which exists because of the nation-to nation relationship America has always enjoyed with tribes since Columbian times. TERO's do not violate any U.S. Equal Protection Laws.

- A. In (Morton vs. Mancari) the court held that “the preference as applied, granted to Indians not as a discrete racial group, but rather as members of quasi-sovereign tribal entities” Subsequently, the Indian preference classification is not racially, but politically based and as such does not violate Title VII or any other federal employment law.

### 10. ARE THERE ANY EXEMPTIONS TO TERO REQUIREMENTS?

Yes, there are several exemptions. Direct employment by federal/state governments, schools, churches and some non-profits are not covered by the TERO. Some tribes also exempt



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themselves from TERO coverage. It is important to note however, that any contract or sub-contract let by any of these entities is covered by TERO.

### **11. WILL TERO INTERRUPT MY DAILY BUSINESS OPERATIONS?**

No, since TERO's are pro-active, TERO and employer sign the compliance agreements before the commencement of work, which prevents disputes. Most TERO ordinances provide for compliance and enforcement visits to the worksites during normal business hours but not to the detriment of operations. TERO's sanctioning employers for violations may shut down operations but only in severe disputes and in accordance with the applicable law.

### **12. WHAT SANCTIONS DO EMPLOYERS FACE FOR VIOLATIONS OF TERO?**

Violation of TERO requirements may result in severe sanctions. If tribes determine that employers willfully and intentionally breached TERO requirements they may:

- A. Deny such party the right to commence or continue business on the reservation.
- B. Impose a civil fine on such party ranging on most reservations anywhere from \$500.00 to \$5,000.00 per violation.
- C. Terminate or suspend such party's operation and deny them the rights to conduct further business on the reservation.
- D. Order such party to dismiss any illegally hired non-Indians, take action to ensure future compliance and to make back payment of any lost wages be paid to aggrieved Indians.

### **13. ARE EMPLOYERS PROTECTED AGAINST UNFAIR TERO VIOLATION CHARGES?**

Yes, the first level of protection comes from the TERO enforcement officer who handles the charge. These officers are trained to deal with facts and merits of the case before taking action. The TERO Commission provides a second level of protection by hearing grievances and again weighing the facts and merits of the case before making determinations. Beyond the TERO Commission, grievances can seek relief in the tribal and federal courts.

### **14. CAN SANCTIONS IMPOSED BY THE TERO COMMISSION BE APPEALED?**

Yes. Sanctions imposed by the TERO Commission can be appealed in tribal court. Appeals of tribal court decisions can be made to the federal court system.

- A. It is important to note that only one (1) appeal to a TERO Commission and tribal court has ever been appealed to the federal court. The case ended at the Ninth Circuit Court of Appeals and Appellate, which upheld the TERO Commission and the tribal court decisions.



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### **15. HOW HAVE VARIOUS FEDERAL, STATE AND OTHER AGENCIES VIEWED TERO AND INDIAN PREFERENCE IN THEIR OPERATIONS?**

When TERO's first appeared in the late seventies there was opposition from some and indifference from others. Over the years a great deal of progress has been made, some by direct legal action but most through pro-active, non-adversarial, synergistic effort. The results are Indian preference and TERO provision, policies and procedures figure prominently in the following:

- The Civil Rights Handbook
- The Job Training and Partnership Act
- The Small Business Administration 8(a) Program
- Public Law 93-638, The Indian Education Assistance and Self Determination Act of 1974
- HUD Regulations
- BIA Acquisitions Assistance Agreement 84-1
- EEOC/TERO Contracts
- Department of Commerce
- Economic Development Administration
- OFCCP Indian Employment Initiative
- FHWA ISTEA "Indians in Highway Construction Initiative
- US DOL/BAT Notice 84-1
- Indian Education Impact and Programs Under PL 81-815 (construction) and PL 81-874 (OPS/Admin)

### **16. DO TERO REFERRALS GET SPECIAL TREATMENT ON THE JOB?**

No, TERO referrals should be treated like any other qualified employee with the same performance expectations and requirements. Special treatment of preference category employees serves only to isolate them and set them up for disparate or discriminatory treatment.

## **PART H**

### **TRIBAL EMPLOYMENT RIGHTS ORDINANCE 3.24**

## **Chapter 3.24**

### **TRIBAL EMPLOYMENT RIGHTS ORDINANCE**

Sections:

#### Subchapter 1. Policy

[3.24.010](#) Declaration of policy.

[3.24.015](#) Exemption.

#### Subchapter 2. Definitions

[3.24.020](#) Definitions generally.

#### Subchapter 3. Indian Preference

[3.24.030](#) Indian preference in employment.

[3.24.040](#) Application of Indian preference requirements.

[3.24.050](#) Indian preference in contracting.

[3.24.060](#) Application of Indian preference in contracting.

[3.24.070](#) Tribal programs or divisions.

[3.24.080](#) Subcontracts included.

[3.24.090](#) All covered entities to comply.

[3.24.100](#) System for certifying firms for Indian preference.

[3.24.110](#) Unions.

#### Subchapter 4. Tribal Employment Rights Commission

[3.24.120](#) Tribal Employment Rights Commission.

[3.24.130](#) Quorum.

[3.24.140](#) Recusal of Commission members.

[3.24.150](#) Definition of immediate family.

[3.24.160](#) Commissioner participation.

[3.24.170](#) Voluntary recusal.

#### Subchapter 5. Powers of the Commission

[3.24.180](#) Powers of the Commission.

#### Subchapter 6. TERO Director

[3.24.190](#) TERO Director.

[3.24.200](#) Authority of Director.

[3.24.210](#) Duties of the Director.

## Subchapter 7. Employment Rights Fee

- [3.24.220](#) Employment rights fee.
- [3.24.230](#) Fee collected by Tribal Accounting Office.

## Subchapter 8. Complaints and Their Investigation

- [3.24.240](#) Complaints.
- [3.24.250](#) Contents of complaint.
- [3.24.260](#) Investigation timeline.
- [3.24.270](#) Duties of the Director.
- [3.24.280](#) Investigations.
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- [3.24.300](#) Trade secrets or confidential information.
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## Subchapter 9. Enforcement

- [3.24.330](#) Monitoring compliance.
- [3.24.340](#) Notice of violation.
- [3.24.350](#) Informal settlement.
- [3.24.360](#) Notice of violation to include.
- [3.24.370](#) Request for hearing.
- [3.24.380](#) Bond may be required.
- [3.24.390](#) Conduct of hearing.
- [3.24.400](#) Remedies when violation has occurred.
- [3.24.410](#) Decision of the Commission.
- [3.24.420](#) Injunctive relief.

## Subchapter 10. Appeal

- [3.24.430](#) Appeal.
- [3.24.440](#) Notice of appeal.
- [3.24.450](#) Automatic stay.
- [3.24.460](#) Reversal or modification of Commission's order.
- [3.24.470](#) Order affirmed or no appeal taken.

## Subchapter 11. Enforcement

- [3.24.480](#) Emergency relief.
- [3.24.490](#) Enforcement of order.
- [3.24.500](#) Petition for confiscation.

- [3.24.510](#) Notice of confiscation.
- [3.24.520](#) Sale of confiscated property.

#### Subchapter 12. Fair Labor Standards Act

- [3.24.530](#) Fair Labor Standards Act incorporated herein.
- [3.24.540](#) Enforcement.
- [3.24.550](#) Purpose of subchapter.
- [3.24.560](#) Credit for penalties paid to federal government.

#### Subchapter 13. Police Authorization

- [3.24.570](#) Police authorization.
- [3.24.580](#) Police not civilly liable.

#### Subchapter 14. Miscellaneous

- [3.24.590](#) Severability.
- [3.24.600](#) Repeal of prior acts.
- [3.24.610](#) Effective date.

### Subchapter 1. Policy

#### **3.24.010 Declaration of policy.**

As a guide to the interpretation and application of this chapter, the public policy of the Puyallup Tribe of Indians is declared to be as follows:

The right to tax business activities on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries is an important resource of the Puyallup Indian Nation.

Federal legislation enables the Puyallup Tribal Council to pass laws to implement and enforce this right for the welfare of the members of the Puyallup Tribe of Indians and other Indians.

Puyallup Tribal members and other Indians are entitled to the protection of the unique and special employment rights enacted by the federal government. Tribal government can and should participate in the enforcement of those laws. The Puyallup Tribe believes it important to establish an employment rights program and office to use these laws to increase employment of Puyallup Tribal members and other Indian workers and to eradicate discrimination against all Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.110]

#### **3.24.015 Exemption.**

Marine View Ventures, Inc., its agents, contractors, lessees and assigns shall be exempted from application of this chapter for leases, activities and operations occurring on the Tribal lands managed by

MVV where the rents and other development costs for any such project equal or exceed \$50,000,000.  
[Res. 240108D (01/24/08)]

## **Subchapter 2. Definitions**

### **3.24.020 Definitions generally.**

Words of this chapter shall have the meaning given them in this section unless the context clearly indicates another meaning. If the meaning of a word is not clear, it shall be construed in harmony with the purposes of this title.

- (a) "Commission" means the Puyallup Tribal Employment Rights Commission established by this chapter.
- (b) "Covered employer" means any employer hiring two or more employees who during any 20-day period perform 16 or more hours working within the exterior boundaries of the Puyallup Reservation on Tribally owned trust lands.
- (c) "Director" means the Director of the Puyallup Tribal Employment Rights Office.
- (d) "Employee" means any person employed for remuneration.
- (e) "Employer" means any person or entity that hires two or more employees.
- (f) "Entity" means any person, partnership, corporation, joint venture, association, government, governmental enterprise or any other natural or artificial person. The term "entity" is intended to be as broad and encompassing as possible to ensure the coverage of this chapter over all employment and contract activities within the Tribe's jurisdiction and the term shall be so interpreted by the Commission and Courts.
- (g) "Government commercial enterprise" means any activity by the Puyallup Tribe or other governments, local, state, or federal, that is not a traditional function of government as defined by the United States Internal Revenue Service.
- (h) "Indian" means any member of a federally recognized tribe.
- (i) "Local Indian" means any member of a federally recognized tribe who resides within the exterior boundaries of the Puyallup Indian Reservation.
- (j) "TERO" means the Puyallup Tribal Employment Rights Office. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.200]

## **Subchapter 3. Indian Preference**

### **3.24.030 Indian preference in employment.**



All covered employers, for all employment on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries, shall give preference to qualified Indians, with the first preference to local Indians, in all hiring, promotion, training, lay-offs, and all other aspects of employment. Such employers shall comply with the rules, regulations, guidelines and orders of the Puyallup Tribal Employment Rights Commission which sets forth the specific obligations of employers in regard to Indian preference and local Indian preference. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.310]

#### **3.24.040 Application of Indian preference requirements.**

These requirements shall not apply to any direct employment by the Puyallup Indian Tribe, the federal, state, or other governments or their subdivisions. It shall apply to all the contractors or grantees of such governments and to all commercial enterprises operated by such governments. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.320]

#### **3.24.050 Indian preference in contracting.**

All entities awarding contracts or subcontracts for supplies, services, labor, or materials in the amount of \$20,000 or more where the majority of the work on the contract or subcontract will occur on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries shall give preference in contracting and subcontracting to qualified entities that are certified by the Commission as 51 percent or more Indian-owned and controlled, with a first preference to qualified entities that are 51 percent or more owned and controlled by local Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.330]

#### **3.24.060 Application of Indian preference in contracting.**

These requirements shall not apply to the award of contracts awarded directly by the Tribal Council of the Puyallup Tribe of Indians, by the federal or state government or their subdivisions. These requirements shall apply to any contract awarded by any commercial enterprise of the Puyallup Tribe of Indians, even if said contracts must be submitted to the Tribal Council of the Puyallup Tribe of Indians for approval. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.340]

#### **3.24.070 Tribal programs or divisions.**

Tribal programs or divisions other than commercial enterprises shall not be required to comply with this chapter but shall, when submitting a contract to the Tribal Council for approval, indicate as part of the submission to the Council the steps taken to award the contract to a local Indian contractor. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.350]

#### **3.24.080 Subcontracts included.**

This chapter shall apply to all subcontracts awarded by a Tribal, federal, or state direct contractor or grantee, whether or not the prime contract was subject to this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.360]

#### **3.24.090 All covered entities to comply.**

All covered entities shall comply with the rules, regulations, guidelines and orders of the Commission which set forth the specific obligations of such entities in regard to Indian preference in contracting and subcontracting. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.370]

#### **3.24.100 System for certifying firms for Indian preference.**

The Commission shall establish a system for certifying firms as Indian preference and local Indian preference eligible. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.380]

#### **3.24.110 Unions.**

Any covered employer who has a collective bargaining agreement with one or more unions shall obtain written agreement from such union(s) stating that the union shall comply with Indian preference laws, and with the rules, regulations and guidelines of the Puyallup Tribe of Indians. Such agreement shall be subject to the approval of the Director of the TERO. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.390]

### **Subchapter 4. Tribal Employment Rights Commission**

#### **3.24.120 Tribal Employment Rights Commission.**

There is created a Puyallup Tribal Employment Rights Commission. The Commission shall be composed in the following manner: The Puyallup Tribal Council shall select from its general membership seven Tribal members to serve on the TERO Commission.

These Commissioners shall be entitled to reimbursement for services in the form of Committee stipends. Members shall serve until replaced. When a vacancy occurs, the remaining Commissioners may exercise all of the powers of the Commission until a vacancy is filled. [Res. 061195B (11/06/95); Res. 011292b (12/01/92); Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.410]

#### **3.24.130 Quorum.**

A majority of the Commission shall constitute a quorum to transact business. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.420]

#### **3.24.140 Recusal of Commission members.**

No member of the Commission shall participate in any action or decision by the Commission directly involving himself or herself, or a member of his or her immediate family, or any person, business or other entity of which he or she or a member of his or her immediate family is an employee, or in which he or she or a member of his or her immediate family has a substantial ownership interest, or with which he or she or a member of his or her immediate family has a substantial contractual relationship. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.430]

#### **3.24.150 Definition of immediate family.**

For the purposes of this subchapter, "immediate family" means, including by adoption, brother, sister, son, daughter, mother, father, husband, wife, step-brother, step-sister, half-brother, and half-sister. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.440]

**3.24.160 Commissioner participation.**

Nothing in this subchapter shall preclude a Commissioner from participating in any action or decision by the Commission which:

- (a) Generally affects a class of persons, regardless of whether the Commissioner or a member of his or her immediate family is a member of that class;
- (b) Affects the Puyallup Tribe of Indians or a Tribal enterprise, regardless of whether the Commissioner is a member of the Tribe. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.450]

**3.24.170 Voluntary recusal.**

A Commissioner may voluntarily recuse himself or herself and decline to participate in any action or decision by the Commission when the Commissioner, in his or her discretion, believes:

- (a) That he or she cannot act fairly or without bias; or
- (b) That there would be an appearance that he or she could not act fairly or without bias. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.460]

**Subchapter 5. Powers of the Commission****3.24.180 Powers of the Commission.**

The Commission shall have full power, jurisdiction, and authority to:

- (a) Formulate, adopt, amend and rescind rules, regulations and guidelines necessary to carry out the provisions and intent of this chapter. Unless there are exigent circumstances, the Commission shall provide Tribal members a reasonable time for comment before promulgating any regulation.
- (b) Require each covered employer or entity to submit to the Commission an acceptable compliance plan indicating how it will comply with this chapter. Such compliance plans shall be submitted before a covered employer or entity may commence work on trust lands within the exterior boundaries of the Puyallup Indian Reservation.
- (c) Impose numerical hiring goals and timetables that specify the minimum number of Indians a covered employer or entity must hire, by craft or skill level.
- (d) Require covered employers to establish or participate in such training programs as the Commission determines necessary in order to increase the pool of qualified Indians on the Puyallup Indian Reservation as quickly as possible.
- (e) Establish in conjunction with Tribal employment and training programs a Tribal hiring hall or skills bank and impose a requirement that no covered employer may hire a non-Indian until

the Tribal hiring hall or bank has certified that no qualified Indian is available to fill the vacancy, with a first preference in referral to local Indians.

- (f) Prohibit covered employers from using qualification criteria or other requirements that serve as barriers to Indian employment unless the employer can demonstrate that such criteria or requirements are required by business necessity. In developing regulations to implement this subsection, the Commission shall adopt the EEOC guidelines to the extent they are appropriate. The Commission shall have the right to impose its own requirements in addition to or in lieu of EEOC guidelines when necessary to address unique qualification problems confronting Indians.
- (g) To enter into agreements with unions to ensure union compliance with this chapter. Such agreements shall in no way constitute recognition or endorsement of any union.
- (h) Impose contract and subcontract preference requirements, with a first preference to local Indian firms as eligible for Indian preference and local Indian preference.
- (i) Conduct hearings in accordance with such rules of practice and procedure as may be adopted by the Commission, and to order any relief or sanctions provided by this chapter, and to petition the Tribal Court for orders as are necessary and appropriate to enforce decisions of the Commission or Director and any sanctions imposed by them.
- (j) The Commission shall delegate to the Director the authority to carry out the day-to-day operations of the Commission and such other authority as is convenient or necessary to the efficient administration of this chapter, except that the Commission shall not delegate its authority to adopt, amend or rescind rules, regulations or guidelines or to conduct hearings or to impose sanctions.
- (k) The Commission acting through the Director is authorized to enter into cooperative relationships with federal employment rights agencies, such as EEOC and OFCCP, in order to eliminate discrimination against Indians on and off the Puyallup Indian Reservation and to enter into cooperative relationships with federal agencies, such as the BIA or IHS, in order to implement any federal Indian preference employment or contracting requirements, as such agency may lawfully delegate to the Puyallup Tribe. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.510]

## **Subchapter 6. TERO Director**

### **3.24.190 TERO Director.**

The Commission shall have exclusive authority to appoint, direct, suspend or remove the Director. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.610]

### **3.24.200 Authority of Director.**

The Director shall have authority to hire staff, to expend funds appropriated by the Tribal Council, and to obtain and expend funding from federal, state or other sources to carry out the purposes of this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.620]

#### **3.24.210 Duties of the Director.**

The Director shall administer the policies, authorities and duties prescribed for him in this chapter and delegated to him by the Commission. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.630]

### **Subchapter 7. Employment Rights Fee**

#### **3.24.220 Employment rights fee.**

An employment rights fee to raise revenue for Tribal operations and the operation of the Commission is imposed as follows:

- (a) Every covered employer or entity with a construction contract in the sum of \$20,000 or more shall pay a fee of two and one-half percent of the total amount of the contract. Such fee shall be paid by the employer or entity prior to commencing work within the jurisdiction of the Puyallup Tribe. Where good cause is shown, the Director may authorize a construction contractor to pay the fee in installments over the course of the contract.
- (b) Every covered employer or entity other than construction contractors working within the jurisdiction of the Puyallup Tribe, or with gross sales within the jurisdiction of the Puyallup Tribe of more than \$20,000, shall pay a quarterly fee of two and one-half percent of his employees' quarterly payroll which shall be paid within 30 days of the end of the quarter. This fee shall not apply to education, health, governmental, or nonprofit employers. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.710]

#### **3.24.230 Fee collected by Tribal Accounting Office.**

The fee shall be collected by the Tribal Accounting Office. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.720]

### **Subchapter 8. Complaints and Their Investigation**

#### **3.24.240 Complaints.**

Any individual, group of individuals or organization that believes any covered employer or entity, the Director or the Commission has violated any requirements imposed by this chapter or regulations issued pursuant to it may file a complaint with the Director. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.810]

#### **3.24.250 Contents of complaint.**

The complaint shall be in writing and shall contain such information as is necessary to enable the Director to carry out an investigation. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.820]

**3.24.260 Investigation timeline.**

The Director shall complete the investigation within 30 days of the date on which a complaint is filed unless an extension has been granted by the Commission. Such extension shall not exceed 30 days. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.830]

**3.24.270 Duties of the Director.**

The Director shall complete the investigation within 30 days of the date on which a complaint is filed unless an extension has been granted by the Commission. Such extension shall not exceed 30 days. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.840]

**3.24.280 Investigations.**

On his own initiative or pursuant to a complaint, the Director or his agent shall make such public or private investigation within the jurisdiction of the Puyallup Tribe of Indians as he or the Commission deems necessary to determine whether any covered employer or entity has violated any provision of this chapter or rule or order hereunder, or to aid in prescribing rules, regulations and guidelines hereunder. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.850]

**3.24.290 Authority to enter.**

The Director or his agent may enter during business hours the place of business or employment of any employer for the purpose of such investigations. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.860]

**3.24.300 Trade secrets or confidential information.**

When requesting any reports or other information from a covered employer, the Director shall request that the covered employer identify all material which contains trade secrets or privileged or confidential commercial, financial or employment information. Any material so identified shall be kept confidential by the Director or other interested party, the Commission determines that the material does not contain confidential information, the release of which would cause unnecessary or excessive business or financial injury or would invade individual privacy. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.870]

**3.24.310 Restriction of access to certain information.**

Any state or federal tax records, trade secrets, or privileged or confidential commercial, financial or employment information subpoenaed pursuant to this chapter or used in a compliance hearing or subsequent appeal to the Tribal Court shall be confidential records of the Commission or the Tribal Court, and shall not be opened to public inspection and the Tribal Court. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.880]

**3.24.320 Investigative powers.**

For the purpose of investigations or hearings, which, in the opinion of the Director or the Commission, are necessary and proper for the enforcement of this chapter, a Commissioner, the Director or his agent so designated may administer oaths or affirmations, subpoena witnesses, take evidence, and require, by

subpoena, the production of books, papers, contracts, agreements or other documents, records or information which the Director or the Commission deems relevant or material to the inquiry. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.890]

## **Subchapter 9. Enforcement**

### **3.24.330 Monitoring compliance.**

The Director or his agent may require the covered employer or entity to submit such reports as deemed necessary to monitor compliance with the requirements of this chapter or any rule or order hereunder. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.910]

### **3.24.340 Notice of violation.**

When the Director has grounds to believe a violation of this chapter or the regulations issued pursuant to it has occurred, he shall notify the covered employer or entity in writing, specifying the alleged violations. The director may withhold the name(s) of the complaining party if there is reason to believe that such party will be subject to retaliation. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.920]

### **3.24.350 Informal settlement.**

The Director shall seek to achieve an informal settlement of the alleged violation. If he is unable to accomplish this, he shall issue a formal notice of noncompliance, which shall also advise the covered employer or entity of the right to request a hearing. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.930]

### **3.24.360 Notice of violation to include.**

The formal notice shall set out the nature of the alleged violation and the steps that must be taken to come into compliance. It shall provide the employer or entity with a reasonable time, which in no event shall be less than five days from the date of receipt of such notice, to comply, unless the Director has reason to believe irreparable harm will occur during that period, in which case the Director may require compliance to occur within five days. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.940]

### **3.24.370 Request for hearing.**

The party may request a hearing before the Commission which shall be held no sooner than five days and no later than 30 days after the date for compliance set forth in the Director's notification to the party charged of a violation, unless an expedited hearing is deemed necessary by the Commission to avoid irreparable harm. If a party fails or refuses to comply and does not request a hearing, the Commission may proceed pursuant to PTC [3.24.400](#). [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.950]

### **3.24.380 Bond may be required.**

If the party requests a hearing and the Director has good cause to believe that there is a danger that the party remove itself or its property for the jurisdiction of the Tribe prior to the hearing, he may, in his

discretion, require the party to post a bond with the Commission in an amount sufficient to cover possible monetary damages that may be assessed against the party at the hearing. If the party fails or refuses to post said bond, the Commission may also petition the Puyallup Tribal Court for such interim and injunctive relief as is appropriate to protect the rights of the Commission and other parties during the pendency of the complaint and hearing proceedings. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.960]

#### **3.24.390 Conduct of hearing.**

All hearings held pursuant to PTC [3.24.370](#) shall be conducted by the Commission. The Commission may consider any evidence which it deems relevant and the conduct of the hearing shall be governed by the rules of practice and procedure which may be adopted by the Commission. The Commission shall not be bound by technical rules of evidence in the conduct of hearings under this chapter and no informality in any proceeding, as in the manner of taking testimony, shall invalidate any order, decision, rule or regulation made, approved or confirmed by the decision, rule or regulation made, approved or confirmed by the Commission. No stenographic record of the proceedings and testimony shall be required except upon arrangement by and at the cost of the party charged. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.970]

#### **3.24.400 Remedies when violation has occurred.**

If, after the hearing, the Commission determines that a violation occurred and that the party charged has no adequate defense in law or fact, or if no hearing is requested, the Commission may:

- (a) Deny such party the right to do business on the Puyallup Indian Reservation;
- (b) Suspend such party's operation within the Puyallup Indian Reservation;
- (c) Terminate such party's operation within the Puyallup Indian Reservation;
- (d) Deny the right of such party to conduct any further business within the Puyallup Indian Reservation;
- (e) Impose a civil fine on such party in an amount not to exceed \$500.00 per day for each violation;
- (f) Order such party to make payment of back pay to any aggrieved Indian;
- (g) Order such party to dismiss any employees hired in violation of the Puyallup Tribe's employment rights requirements;
- (h) Order the party to take such other action as is necessary to ensure compliance with this chapter or to remedy any harm caused by a violation of this chapter, consistent with the requirements of [25 U.S.C. 1301](#) et seq. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.980]

#### **3.24.410 Decision of the Commission.**



The Commission's decision shall be in writing and shall be served on the charged party by registered mail or in person no later than 30 days after the close of the hearing. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.990]

#### **3.24.420 Injunctive relief.**

Where the party's failure to comply immediately with the Commission's order may cause irreparable harm, the Commission may move the Tribal Court for, and the Tribal Court shall grant, such injunctive relief as necessary to preserve the rights of the beneficiaries of this chapter, pending the party's appeal or expiration of the time for appeal. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.995]

### **Subchapter 10. Appeal**

#### **3.24.430 Appeal.**

An appeal to the Tribal Court may be taken from any final order of the Commission by any party adversely affected thereby. The appeal shall be filed with the Court no later than 30 days after a final order is entered. The Tribal Court shall affirm the decision of the Commission unless it is determined that the final order or decision is arbitrary, capricious or in excess of the authority of the Commission. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1010]

#### **3.24.440 Notice of appeal.**

The appeal shall be taken by serving a written notice of appeal with the Tribal Court, with a copy to the Director within 30 days after the date of the entry of the order. The notice of appeal shall:

- (a) Set forth the order from which the appeal is taken;
- (b) Specify the grounds upon which reversal or modification of the order is sought;
- (c) Be signed by the appellant. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1020]

#### **3.24.450 Automatic stay.**

Except as otherwise provided herein, the order of the Commission shall be automatically stayed pending the determination of the Tribal Court. The Director, however, may petition and the Court, for good cause shown, may order the party requesting the hearing to post a bond sufficient to cover monetary damages that the Commission assessed against the party or to assure the party's compliance with other sanctions or remedial actions imposed by the Commission's order if that order is upheld by the Court. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1030]

#### **3.24.460 Reversal or modification of Commission's order.**

If the order of the Commission is reversed or modified, the Court shall specifically direct the Commission regarding further action in the matter, including making and entering any order or orders in connection therewith, and the limitations or conditions to be contained therein. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1040]

**3.24.470 Order affirmed or no appeal taken.**

If the Commission's order is affirmed on appeal, or if no appeal is sought within 30 days from the date of the Commission's order, the Commission shall petition the Court and the Court shall grant such orders as are necessary to enforce and appropriate to enforce the orders of the Commission and the sanctions imposed by it. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1050]

**Subchapter 11. Enforcement****3.24.480 Emergency relief.**

If, at any stage in the enforcement process, the Commission has reason to believe there is a danger that a party will remove itself or its property from the jurisdiction of the Tribal Court, such that the Commission or the Court will not be able to collect monetary damages or TERO fees that are owed by that party pursuant to any outstanding order of the Commission or Court, or which may be owed if the charges set out in any outstanding notice of violations are upheld, the Commission may petition the Tribal Court pursuant to the rules and procedures of that Court to attach and hold sufficient property of the party to secure compliance or for such other relief as is necessary and appropriate to protect the rights of the Commission and other affected parties. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1110]

**3.24.490 Enforcement of order.**

If, 30 days after a decision by the Commission, no appeal has been filed, or, 30 days after a decision by the Court on an appeal from a decision by the Commission, a party has failed to pay monetary damages imposed on it or otherwise complied with an order of the Commission or the Court, the Commission may petition the Court to order the Tribal Police to confiscate and hold for sale such property of the party as is necessary to ensure payment of said monetary damages or to otherwise achieve compliance. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1120]

**3.24.500 Petition for confiscation.**

The petition shall be accompanied by a list of property belonging to the party which the Commission has reason to believe is within the jurisdiction of the Tribal Court, the value of which approximates the amount of monetary damages at issue. If the Court finds the petition to be valid, it shall order the Tribal Police to confiscate and hold said property or as much is available. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1130]

**3.24.510 Notice of confiscation.**

The Tribal Police shall deliver in person or by certified mail a notice to the party informing it of the confiscation and of its right to redeem said property by coming into compliance with the order outstanding against it. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1140]

**3.24.520 Sale of confiscated property.**

If 30 days after confiscation the party has not come into compliance, the Court shall order the Police to sell said property and use the proceeds to pay any outstanding monetary damages imposed by the

Commission and all costs incurred by the Court and Police in the confiscation and sale. Any proceeds remaining shall be returned to the party. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1150]

## **Subchapter 12. Fair Labor Standards Act**

### **3.24.530 Fair Labor Standards Act incorporated herein.**

The provisions of the Federal Fair Labor Standards Act, as amended now or in the future, regarding minimum wages (including Davis-Bacon minimum wages), overtime, fringe benefits, and time for payment of wages, are adopted by reference in and by this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1210]

### **3.24.540 Enforcement.**

The Commission shall have the authority to monitor and enforce those requirements, pursuant to the monitoring and enforcement authorities provided generally to the Commission by this chapter; provided, that this section shall apply only to those employers who are otherwise covered by the federal law. No employer who is not presently subject to the federal laws or subsequently made subject by amendments or Court decision shall be covered by this section. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1220]

### **3.24.550 Purpose of subchapter.**

The purpose of this subchapter is to give the Commission parallel authority to monitor and enforce the fair labor requirements against those already covered by federal law, not to expand such requirements against those already covered by federal law and not to expand such requirements to employers not already covered. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1230]

### **3.24.560 Credit for penalties paid to federal government.**

In imposing backpay awards, penalties and interest sanctions under this chapter, the Commission shall credit an employer with any backpay, interest, and penalties paid pursuant to an order of settlement entered into with the federal government for the same violation. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1240]

## **Subchapter 13. Police Authorization**

### **3.24.570 Police authorization.**

The Puyallup Tribal Police are expressly authorized and directed to enforce such cease and desist or related orders as may from time to time be properly issued by the Commission and the Director. Such orders do not require a judicial decree or order to render them enforceable. A removal order, however, shall not be enforced unless it is accompanied by a judicial decree of the Tribal Court. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1310]

### **3.24.580 Police not civilly liable.**

The Police shall not be civilly liable for enforcing orders signed by the Director and the Commission. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1320]

#### **Subchapter 14. Miscellaneous**

##### **3.24.590 Severability.**

If any provision of this chapter or the application of it to any person, entity or circumstance is held invalid, this chapter shall be given effect without the invalid provision or application and, to this end, the provisions, sections, and subsections herein are declared to be severable. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1410]

##### **3.24.600 Repeal of prior acts.**

All provisions of any Tribal ordinance, resolution or regulation previously enacted or adopted by the Puyallup Tribe of Indians and its Tribal Council which are inconsistent with this chapter are hereby repealed. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1420]

##### **3.24.610 Effective date.**

This chapter shall become effective on the twelfth day of July, 1991. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1430]

**PART I**

**TRIBAL EMPLOYMENT RIGHTS INDIAN  
PREFERENCE REGULATIONS 3.24R**

## **Chapter 3.24R**

### **TRIBAL EMPLOYMENT RIGHTS – INDIAN PREFERENCE REGULATIONS**

Sections:

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- [3.24R.020](#) Dissemination.
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#### Subchapter 4. Criteria and Procedures for Certifying Firms as Indian Preference Eligible

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#### Subchapter 5. Fees

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#### Subchapter 7. Due Process Hearing Procedures

- [3.24R.360](#) Prehearing procedures.
- [3.24R.370](#) Conduct of the hearing.
- [3.24R.380](#) The decision.

### Subchapter 1. General Provisions

#### **3.24R.010 Purpose.**

The following regulations are issued pursuant to the authority granted to the Puyallup Tribe of Indians Employment Rights Office (hereinafter “TERO”) by the Puyallup Tribe of Indians Employment Rights Code (Chapter [3.24](#) PTC), which requires the preferential employment of Indians and Indian-owned firms by all contract-awarding entities and employers operating on lands held in trust for Indians or the Puyallup Indian Tribe within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned trust lands located elsewhere. [Res. 061293 (12/06/93) § 1.1]

#### **3.24R.020 Dissemination.**

The obligation of all employers to comply with Tribal employment rights requirements shall be made known to all existing and future employers. All bid announcements issued by any Tribal, federal, state or other private or public entity shall contain a statement that the successful bidder shall comply with these regulations and that a bidder may contact the TERO to obtain additional information. Those Tribal and other offices responsible for issuing business permits for the Reservation or otherwise engaged in activities involving contact with prospective employers on the Reservation shall be responsible for informing such prospective employers of these regulations. [Res. 061293 (12/06/93) § 1.2]

#### **3.24R.030 Definitions.**

- (a) “Commercial enterprise” means any activity by the Puyallup Tribe of Indians of the federal or state governments that is not a traditional government function as defined by the Internal Revenue Service.

- (b) "Covered employer" means any employer employing two or more employees who, during any 20-day period, work, cumulatively, 16 or more hours work on trust lands within the exterior boundaries of the Puyallup Indian Reservation.
- (c) "Employee" means any person employed for remuneration.
- (d) "Employer" means any person, partnership, corporation or other entity that employs, for remuneration, two or more employees.
- (e) "Entity" means any person, partnership, corporation, enterprise, or other natural or artificial person or organization. The term "entity" shall be defined to ensure coverage of all employment and contract activities within the Tribe's jurisdiction.
- (f) "Indian" means any member of a federally recognized Tribe.
- (g) "Local Indian" means a member of a federally recognized Tribe who has resided on or near the Puyallup Indian Reservation for a period of not less than 60 days before the start of the project at issue.
- (h) "Near the Reservation" means a location which is within a reasonable daily commuting distance of the job site at issue.
- (i) "Nonlocal Indian" means a member of a federally recognized tribe who does not live on or near the Puyallup Indian Reservation.
- (j) "Trust land(s)" means land held in trust by the United States government for the use and benefit of Indians or an Indian tribe. [Res. 061293 (12/06/93) § 1.3]

### **3.24R.040 Coverage.**

- (a) Employment. These regulations shall apply to all covered employers. They shall not apply to employees of the Puyallup Indian Tribe, the federal government, the Washington State government, or the subdivisions of such government. These regulations shall apply to all contractors or grantees of such governments and to all commercial enterprises operated by such governments.
- (b) Contracting and Subcontracting. Contracts directly awarded by the Puyallup Tribal Council or the federal government are not subject to these regulations.

The contract and subcontract preference requirements of these regulations shall apply to an entity awarding one or more contracts and/or subcontract(s) for supplies, services, labor or materials in a total amount which exceeds \$20,000; provided, the majority of the work or the majority of the supplies or materials shall be expended on trust lands.



The subcontracts awarded by entities which have received contracts from the Tribe or federal government are subject to these regulations.

A contract awarded by a commercial enterprise of the Puyallup Indian Tribe is also subject to these regulations.

- (c) Employment Rights Fee. An employment rights fee of two and one-half percent of the contract amount shall be assessed against any covered employers. [Res. 061293 (12/06/93) § 1.4]

### **3.24R.050 Submission of compliance plans.**

Each entity, contractor, or subcontractor, intending to engage in business activity on or near the Reservation, prior to the time it commences work on or near the Reservation, shall submit a contracting training plan to the TERO. No new employer or entity shall commence work on or near the Reservation until it has met with the TERO and developed an acceptable plan for implementing its obligations under these regulations.

- (a) Employment and Training Plan. The employment and training plan shall show the number of man-hours, by craft and skill category, anticipated to complete the contract or project. The employer shall identify those persons to be approved as permanent and key employees (see PTC 3.24R.060(b)) and shall provide sufficient data to verify the status of those employees.

The plan shall also describe how the employer intends to participate in the Tribe's training programs.

- (b) Contracting and Subcontracting Plan. The contracting and subcontracting plan shall indicate all contracts and subcontracts that will be entered into by an entity and the projected dollar amounts thereof.

If the entity has awarded a firm contract or subcontract work, it shall list the name of that firm and indicate whether it is a firm certified by the TERO as Indian preference-eligible. If the firm has not been certified, the entity shall further indicate why a technically qualified certified firm registered with the TERO, if any, was not selected. The plan shall also indicate how the entity intends to comply with Subchapter 3 of these regulations when awarding all contracts and subcontracts not yet awarded at the time the plan is submitted. [Res. 061293 (12/06/93) § 1.5]

## **Subchapter 2. Indian Preference in Employment and Training**

### **3.24R.060 Hiring.**

- (a) Tribal Hiring Hall. An employer may recruit and hire workers from whatever sources available and by whatever process chosen; provided, that (except as provided in subsection (b) of this section) the employer may not employ a nonlocal Indian or a non-Indian until the TERO is given 48 hours notice to locate and refer a qualified local Indian. In those instances where a

worker is needed in less than 48 hours, the employer may request this requirement be waived. Such waiver shall be granted, provided the employer can demonstrate that a need exists.

When an employer or the TERO cannot locate a qualified local Indian, a best faith effort shall be made to locate, refer and hire an Indian who does not qualify as a local Indian but who is a member of a federally recognized tribe; provided, that where not prohibited by federal law, first preference shall be given to members of the Puyallup Tribe, then if no qualified Puyallup Tribal members are available, second preference will be given to other Indians.

- (b) Permanent and Key Employees. Prior to commencing work on or near the Puyallup Indian Reservation, a prospective employer and all subcontractors shall identify key and permanent employees. Such employees may be employed on the project whether or not they are local Indians. A "permanent employee" is defined as one who remains on the employer's or subcontractor's annual payroll, or is an owner of the firm. A "key employee" means a top supervisory employee or an employee who performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. The fact that an employee had worked for the employer on previous projects shall not qualify that employee as a key or permanent employee.

Exceptions for regular employees may be granted by the TERO Director on a case-by-case basis. Any employer or subcontractor filling a vacant position in its organization immediately prior to undertaking work pursuant to the contract to be performed on trust lands shall provide satisfactory evidence to the TERO Director that such hiring was not intended to circumvent these regulations.

Upon approval by the TERO of each key employee or permanent employee requested by the employer, the TERO shall issue a permit to that employee.

(c) Work Permits.

- (1) No person who is not a Puyallup Tribal member or a local Indian shall be employed by a covered employer until he or she has obtained a work permit from the TERO.

- (2) Work permits shall be granted under the following circumstances:

- (A) To all key and permanent employees listed in the employer's preference plan who are certified by the TERO Director as meeting the criteria for key and permanent employees.
- (B) To nonlocal Indians or non-Indians hired after the employer has asked the TERO to locate and refer a qualified Tribal member or local Indian and the TERO has been unable to do so within the time provided by these regulations. When the TERO has been unable to locate and refer a local Indian within the time provided, the

employer shall request, and the TERO shall issue, a work permit for the nonlocal Indian or non-Indian hired for the position at issue.

- (C) To a person employed by a covered employer, when the person is employed on or near the Reservation, in a permanent position and he or she began his or her employment before the effective date of the TERO Ordinance (Chapter [3.24](#) PTC).
- (D) To all owners of covered entities when such owner will be performing work for his or her entity. Prior to commencing work, the person shall demonstrate that he or she is a legitimate owner of the entity and shall request a permit. Upon finding that the person is a legitimate owner, the TERO Director shall issue said person a work permit.
- (E) To such other persons that the Commission determines are entitled to a permit.

(d) Sanctions. Any nonlocal Indian found to be employed by a covered employer who does not have a valid work permit shall be summarily removed from the job and the employer shall be subject to such additional sanctions as the Commission may impose. In imposing sanctions under this section, the Commission shall consider the following factors:

- (1) Was the violation intentional?
- (2) Did the employer act quickly to remove the employee in question?
- (3) Whether the employer had been cited for work permit violations in the past?

(e) Termination. No Tribal member or local Indian worker shall be terminated until all nonlocal Indians or non-Indian workers in the same craft have been terminated. This method of termination shall continue until such time as there are no members of each class who meet the threshold qualifications for the job.

Should an employer lay off by crews, qualified local Indians shall be transferred to crews that will be retained; provided there are nonlocal Indians or non-Indians in the same craft employed on the crews that are to be retained.

(f) Unions. An employer or subcontractor who has a collective bargaining agreement with one or more labor unions shall obtain written agreement from said unions indicating that they will comply with these Indian preference requirements. Specifically, the contractor may make initial job referral requests to the union.

However, if the union does not have a qualified Tribal member or local Indian worker on any of its out-of-work lists, the union shall contact the TERO to identify a qualified local Indian

worker. Should TERO find such a worker, he or she shall be referred through the union hiring hall to the job site.

The union may not refer a nonlocal Indian or non-Indian until TERO has indicated that no qualified local Indian worker is available. Before referring the nonlocal Indian to the job site, the union shall request and the TERO shall issue a work permit for that worker. No Indian worker shall be required to travel to a site off trust lands to be processed by the union hiring hall. Such processing shall be done on trust lands or by telephone or mail.

Any Indian worker who does not wish to become a member of the union shall be granted a temporary work permit for the duration of the project. Said worker shall pay all union dues but shall not be required to pay an initiation fee. [Res. 061293 (12/06/93) § 2.1]

### **3.24R.070 Training.**

Upon the request of the TERO, all employers shall participate in training programs to assist Indians become qualified in the various job classifications used by the employer. Employers engaged in construction shall participate in the Tribe's training programs or a union apprenticeship program. All trainees or apprentices shall be local Indians. If an employer is not participating in a union apprenticeship program, the Tribe shall make a best effort to bear the costs of such training or apprenticeship programs. Employers with collective bargaining agreements with unions may use union apprenticeship programs, provided they obtain agreement from the unions to hire Indian apprentices only on the project. [Res. 061293 (12/06/93) § 2.2]

### **3.24R.080 Job qualification or personnel requirements.**

An employer may not use job qualification criteria or personnel requirements which are not required by business necessity to serve as barriers to the employment of Indians. The burden shall be on the employer to demonstrate that the criterion or personnel requirement is required by business necessity. The employer shall eliminate the criterion or personnel requirement at issue if it is unable to show such business necessity. [Res. 061293 (12/06/93) § 2.3]

### **3.24R.090 Religious accommodations.**

Employers shall make reasonable accommodation to the religious beliefs of Indian workers.

In implementing these requirements, the TERO shall be guided by the principles established by the EEOC Guidelines, particularly [29](#) CFR Parts [1604](#) through [1607](#). However, the TERO shall have the right to go beyond the EEOC principles in order to address employment barriers unique to Indians.

Where the TERO and the employer are unable to reach agreement on matters covered in this section, a hearing shall be held, as provided for in these regulations. The TERO Director shall make a determination on the issues and shall order such actions as he deems necessary to bring the employer into compliance with this section. The employer may appeal the decision of the TERO Director under the procedures provided for in Subchapter 6 of these regulations. [Res. 061293 (12/06/93) § 2.35]

**3.24R.100 Promotion.**

The employer shall give local Indians preferential consideration for all promotion opportunities and shall encourage local Indians to seek such opportunities; provided, that where not prohibited by federal law, first preference shall be given to members of the Puyallup Tribe, then if no qualified Puyallup Tribal members are available, second preference shall be given to other Indians. [Res. 061293 (12/06/93) § 2.4]

**3.24R.110 Summer students.**

Local Indians shall be given preference in the hiring of summer student help. [Res. 061293 (12/06/93) § 2.5]

**3.24R.120 Retaliation.**

No employer shall punish, terminate, harass, or otherwise retaliate against any employee or other person who has exercised his or her rights under the TERO Ordinance (Chapter [3.24](#) PTC) or has assisted another to do so. Further, any employer who harasses or abuses an employee of the TERO carrying out official duties under this chapter shall be summarily removed from trust lands. An employer shall be responsible for the actions of its subcontractors and their employees regarding the prohibitions in this section. [Res. 061293 (12/06/93) § 2.6]

**3.24R.130 Counseling and support programs.**

The TERO, in conjunction with other Tribal and federal offices, will provide counseling and other support services to Indians employed by covered employers to help such Indians retain employment. Employers shall cooperate with such counseling and support services. [Amended during 2010 recodification; Res. 061293 (12/06/93) § 2.7]

**Subchapter 3. Indian Preference in Contracting and Subcontracting****3.24R.140 Entity obligations.**

- (a) Generally. Every entity engaged in business activity on trust lands or within the jurisdiction of the Puyallup Tribe shall give preference to firms certified by the Tribe under Subchapter 4 of these Regulations in any contract or subcontract it awards; provided 50 percent or more of said contract or subcontract is to be performed on trust lands or within the jurisdiction of the Puyallup Tribe; and provided further, that there are qualified certified firms willing to perform the work at a reasonable price, as defined by PTC [3.24R.180](#). If the entity determines that certified firms are not qualified to perform all of the work required under a contract or subcontract, the entity shall apportion the project in such manner that the certified firms can qualify for that portion of the work.
- (b) Order of Preference. The following order of preference shall apply in the award of contracts and subcontracts:

- (1) First preference shall be given to Indian preference certified firms, 51 percent or more of which are owned by Puyallup and other local Indians.

(2) Second preference shall be given to other Indian preference certified firms.

If no Indian preference certified firms are available, Indian/non-Indian joint ventures approved by the TERO shall be given preference over wholly non-Indian-owned firms or joint ventures.

- (c) Notice to TERO and to Certified Firms. Any entity intending to issue a bid, request for proposal, or other action leading to the employment of a contractor covered by the TERO Ordinance (Chapter [3.24](#) PTC) and these regulations shall notify the TERO of its plans not less than 10 days before issuing notice to bidders or other potential contractors. The entity shall also obtain from the TERO a list of Indian preference certified firms and shall send a copy of the bid notice or other notice setting out the contract opportunity to each Indian preference certified firm engaged in the field of commerce in which the contract work will take place. The TERO shall identify such firms according to the order of preference set out in subsection (b) of this section. An entity that fails to comply with this requirement shall be subject to the sanctions set out in Subchapter 9 of the TERO Ordinance (Chapter [3.24](#) PTC).
- (d) Proviso. Provided, that if any requirement of these regulations is inconsistent with the requirements of federal law, the regulation shall take precedence to the latter. (As used in these regulations, the terms “contract” and “subcontract” apply to all contracts, including, but not limited to, contracts for construction, supplies, services, and equipment, regardless of tier.) [Res. 061293 (12/06/93) § 3.1]

### **3.24R.150 Responsibility for compliance.**

Any entity engaged in business activity on trust lands or within the jurisdiction of the Puyallup Tribe of Indians shall be liable for the compliance of its contractors and subcontractors with these regulations. Specifically:

- (a) Construction. An entity awarding a prime construction contract shall give preference in the award of the contract and for ensuring that the prime contractor also gives preference in the selection of subcontractors.

When a prime contract is awarded directly by an agency of the United States government (see subsection (b) of this section), the prime contractor shall be the responsible entity.

When the entity is an Indian housing authority (IHA), it shall not be subject to any monetary sanctions as provided in PTC [3.24R.310](#), and shall be exempt from any requirements of these regulations that are inconsistent with the Department of Housing and Urban Development’s Indian preference regulations.

Given that no prime contractor shall be permitted to commence work on the Reservation until it has demonstrated that it will comply with the subcontract preference requirements, it is in the interest of the funding entity to ensure its low bidder will comply with the subcontract preference requirements prior to the award of the contract. The Tribe shall not be liable for any

losses incurred by the funding entity because it has entered into a contract with a prime contractor which, because of its failure to provide adequate proof that it will fully comply with the subcontract preference requirements of these regulations (e.g., through the submission of an acceptable subcontractor plan; see PTC 3.24R.050(b)), is not permitted to commence work on the Reservation.

- (b) Natural Resource Development (Oil, Gas, Hard Rock Minerals, Timber, Etc.). Whereas the Tribe does not have authority over the United States government and federal agency contracting policies and procedures, these regulations do not apply to the award of direct prime contracts by a federal agency. However, the selected contractor shall be required to comply with all subcontract preference requirements. [Res. 061293 (12/06/93) § 3.2]

### **3.24R.160 Requirements in contracting.**

Preference shall be given to certified firms in the award of all contracts. An entity may select its contractor in any manner procedure it so chooses; provided:

- (a) Competitive Award. If an entity uses competitive bidding or proposals, competition shall be limited to certified firms. If the entity is unsure whether there are any qualified certified firms, it shall publish a prior invitation for certified firms to submit a statement of intent to respond to such a limited advertisement when published and to furnish, with the statement of intent, evidence sufficient to establish their technical qualifications. If the entity fails to receive any statement of intent from a technically qualified certified firm, it may, after notifying the TERO, advertise for bids or proposals to the low bidder. If only one certified firm submits a bid or statement of intent, the entity (unless otherwise prohibited by federal law or regulation) shall enter into negotiations with that firm and shall award the contract to that firm so long as the firm is technically qualified and is willing to perform the work at a reasonable price.
- (b) Negotiated Award. If the entity selects its contractor through negotiations or other informal process, it shall not enter into a contract with a noncertified firm unless it has contacted every certified firm in the relevant field and has determined that there is no certified firm available that is technically qualified to perform the work required at a reasonable price. A firm which is not certified shall not be selected, provided a certified firm meets the minimum threshold qualifications. [Res. 061293 (12/06/93) § 3.3]

### **3.24R.170 Requirements in subcontracting.**

- (a) General Requirements. Preference shall be given in the award of all subcontracts to certified firms. The contractor may select its subcontractor in any manner it so chooses; however:
  - (1) If the contractor uses competitive bidding or proposals, competition shall be limited to certified firms. If the contractor is unsure whether there are any qualified certified firms, it may publish a prior invitation for certified firms to submit a statement of intent to respond to such a limited advertisement when published and to furnish, with the statement of

intent, evidence sufficient to establish their technical qualification. If the contractor fails to receive any statement of intent from a technically qualified firm, it may, after so notifying the TERO, advertise for bids or proposals without limiting competition to certified firms and may award to the low bid. If only one certified firm submits a bid or statement of intent, the contractor shall enter into negotiations with that firm and shall award the contract to it, provided the firm is technically qualified and is willing to perform the work at a reasonable price, as defined in PTC [3.24R.180](#).

- (2) If the contractor selects its subcontractor through negotiations or other informal process, it shall not enter into a contract with a noncertified firm unless it has contacted every certified firm in the relevant field and has determined that there is no certified firm available that is technically qualified to perform the work required at a reasonable price. So long as a certified firm meets the minimum threshold qualifications as defined in PTC [3.24R.180](#), no noncertified firm may be selected.

(b) **Special Requirements.** Entities awarding construction contracts shall comply with the following special requirements in the award of subcontracts:

- (1) The bid notice shall require that each bidder submit, as part of its bid, a subcontract plan showing, for each subcontract it intends to enter, the name of the firm, whether it is certified, if it is not certified why the contractor did not select a certified firm, and the projected subcontract price, as provided for in PTC [3.24R.050\(b\)](#). (Since, pursuant to that section, a contractor will not be permitted to commence work on the Reservation unless it has an approved subcontracting plan, it is in the contract-awarding entity's self-interest to declare as nonresponsive or nonresponsible any bidder who fails to submit a satisfactory plan.) The subcontract price information for each bidder shall be provided to the TERO and shall be used to ensure that a contractor has not engaged in bid shopping as a means to discourage certified firms or to force them to accept a subcontract at an unreasonably low price.
- (2) It shall be illegal for any contractor or bidder to engage in bid shopping. "Bid shopping" is defined as any practice involving or comparable to the contracting of different subcontracting firms, informing them that a competitor has underbid them, but offering them an opportunity to underbid the competitor. Any contractor found to have engaged in bid shopping shall be prohibited from engaging in work on trust lands or within the jurisdiction of the Puyallup Tribe of Indians; if engaged in work, shall be liable for treble damages for any losses suffered by a certified firm as a result of the contractor's bid shopping practices. The TERO shall have the right to require any contractor to demonstrate that a reasonable relationship exists between the dollar amount of a proposed subcontract and the reasonable costs of supplies, materials and labor.



(3) The contractor shall not be prohibited from requiring that a subcontractor provide some form of security. However, if a subcontractor bonding requirement has been imposed and an Indian firm is unable to obtain a bond, the prime contractor shall permit the Indian subcontractor to provide another adequate form of security. A list of acceptable bonding alternatives follows:

- (A) No bond required on amounts of less than \$25,000;
- (B) Surety bonds;
- (C) Cash bonds – to 25 percent – held in escrow by Tribal Attorney or bank;
- (D) Increased retainers – 25 percent instead of normal;
- (E) Letter of credit – 100 percent;
- (F) Letter of credit – 10 percent – with cash monitoring system;
- (G) Cash monitoring system;
- (H) Other options to be considered as they arise.

The final decision on whether an alternative form of security is sufficient shall rest with the TERO.

(4) If no certified firm available is qualified to perform a particular subcontract because the subcontract is too large for the capacity of any one certified firm, the contractor shall make a good faith effort to divide that subcontract into smaller pieces so that several certified firms may qualify and perform the work.

(c) Technical Assistance to Indian Subcontractors. The prime contractor shall develop, submit and implement a plan for assisting Indian subcontractors to develop and improve their technical and managerial capabilities. [Res. 061293 (12/06/93) § 3.4]

### **3.24R.180 Responsibility for evaluating technical qualifications and reasonable price.**

(a) Technical Qualifications. The entity and its contractors and subcontractors shall have the discretion to determine technical qualifications. Should the entity determine that there are no technically qualified certified firms available it shall provide to each certified firm it rejects a description, in writing, of areas in which it believes the firm is weak and steps it should take to upgrade its qualifications.

If a certified firm that is disqualified because of insufficient technical qualifications believes that the disqualification was an improper effort by an entity, contractor, or subcontractor to circumvent its preference responsibilities under these regulations, it may file a complaint with

the TERO. The complaint shall be filed within 20 days after the firm received notice of nonqualification. The burden shall be on the complaining firm to demonstrate that it is qualified and its disqualification was the result of an effort to circumvent these regulations. If after a hearing, as provided for in PTC [3.24R.300](#), the complaint is found to be valid, the TERO Director shall impose such sanctions as he deems appropriate, including punitive damages.

- (b) **Reasonable Price.** An entity may use any process it so chooses for determining what constitutes a reasonable price including, but not limited to, competitive bidding (open or closed), private negotiations, or the establishment of prototype cost ceiling before bidding or negotiations commence.

Before an entity may reject all certified firms on the basis of price, it must offer one or more of the certified firms an opportunity to negotiate price. If there is only one technically qualified certified firm, an entity shall enter into negotiations on price with that firm and must contract with that firm if a reasonable price can be negotiated. No entity may reject a certified firm on the grounds that the price is not reasonable and subsequently contract with a noncertified firm at the same or higher price. Any contract modification executed between an entity and a noncertified firm during the course of a project which results in a higher price to that firm will be subject to review by the TERO to assure that the modification in price is justified and not a circumvention of this section. Any entity found to have violated this regulation by such circumvention shall be liable for treble damages for any loss suffered by a certified firm as a result of the entity's action. [Res. 061293 (12/06/93) § 3.5]

#### **3.24R.190 Operation of the contract or subcontractor.**

Once an entity enters into a contract with a certified firm, the TERO shall not intervene in the relationship between the parties unless a certified firm demonstrates that action taken against it is intended primarily to circumvent the requirements of these regulations. [Res. 061293 (12/06/93) § 3.6]

#### **3.24R.200 Brokering and fronts.**

No Indian firm shall represent that it is exercising management control of a project in order to qualify for Indian preference in the award of said contract or subcontract when in fact such management control is exercised by a non-Indian entity such that the Indian entity is acting as a front or brokering out services. [Res. 061293 (12/06/93) § 3.7]

### **Subchapter 4. Criteria and Procedures for Certifying Firms as Indian Preference Eligible**

#### **3.24R.210 General statement of policy.**

Pursuant to its sovereign authority, the Puyallup Tribe of Indians of the Puyallup Indian Reservation has imposed Indian contract preference requirements as a tool for promoting the economic development of the Reservation. Indian preference in contracting can assist in the development of Indian businesses and thereby assist the Tribe and its members to achieve economic self-sufficiency.

If the preference tool is abused, however, it will undermine development and discredit the process. Therefore, it is the policy of the Tribe to require that an applicant for Indian contract preference certification provide substantial evidence that it is a legitimate Indian-owned and controlled firm.

Specific criteria shall apply in the evaluation of an applicant. See PTC [3.24R.220](#). Experience has shown that persons interested in abusing the Indian preference program are able to structure firms to get around most specific criteria. Therefore, in addition to applying the specific criteria, the reviewing body for the Tribe shall evaluate a firm under the following general criteria:

- (a) Applying sound management principles, whether the firm would be structured as it is, and whether the Indian owners would have been given the amount of ownership and control they have, if there were no Indian preference program in existence. If the reviewing body determines that there is good reason to believe that the firm has been structured (managerially or financially) in a manner that is convoluted or inconsistent with sound business practices in order to enable the firm to qualify for Indian preference certification, the firm shall be denied certification, even if it meets the specific criteria, unless the firm is able to demonstrate beyond a reasonable doubt that it was not structured to manipulate the Indian preference criteria.
- (b) The specific criteria also require that the ownership, control and management of a firm make sense from a sound business perspective. The Indian owners must own and control at least 51 percent of the firm. A primary consideration is what the Indian owner(s) brought to the firm as justification for a share of the business, were Indian preference not a factor. For example, assume the Indian owner paid for his share through a promissory note to the non-Indian owners. In the ordinary course of business, such a transaction would not occur unless the new owners brought something of value, such as managerial or technical expertise, capital, equipment, or marketing opportunities. The ability to qualify for Indian preference is not considered such a marketing opportunity. Such an arrangement would be cause to deny Indian preference certification unless a sound business reason for the arrangement exists. Where an Indian can demonstrate that he or she was unable to provide good value for his or her 51 percent share because the usual sources of capital were closed off to him or her because he or she was an Indian, that person shall be required to demonstrate that he or she extended his or her capital raising ability as far as possible – such that he or she is “at risk” in a significant way – e.g., mortgaged a house or vehicle.

The Indian owner(s) must be directly involved in the firm’s management. While it is not required that an Indian owner be the chief operating officer of the firm, at least one of the Indian owners must be involved in the day-to-day operations of the firm on a full-time basis and in a senior level position. The Indian person in this position shall have the experience or expertise in the area of business the firm is engaged in (or in management generally) to make the senior level role a legitimate one. The Indian owner(s) must also have sufficient knowledge about the firm to be accountable for the firm’s activities.

Certification shall not be granted to a firm whose Indian owners are not involved in the manner described above. There is virtually no benefit to the Indian community from such passive ownership, other than profits to the owners. It could take several years for a firm to show a profit, if one in fact materializes. Yet during that time the non-Indian managers can benefit at the expense of the Indian community. The limited benefits to the Indian owner(s) do not justify this risk. One of two exceptions to this rule is that certification will be granted to 100 percent Indian-owned firms where the manager of the business is a non-Indian spouse of an Indian and the family lives on or near the Reservation. No effort will be made to distinguish between the value contributed by a non-Indian spouse versus the Indian spouse. The family's contribution will be treated as an undivided unit. The second exception is for a more "public corporation," defined as one that is owned by 10 or more persons, 70 percent of which is Indian-owned and the chief executive officer is an Indian.

- (1) Joint Ventures. Joint ventures shall not be granted certification as Indian preference firms. However, an Indian/non-Indian joint venture will be given preference over non-Indian firms, if there are no certified Indian preference unitary firms available.

Such rigorous criteria, giving substantial discretion to the reviewing body, are necessary and appropriate for the Indian contract preference program. Neither the Tribe nor the Indian community benefits from the establishment of "bogus" Indian firms, while the certification of such firms undercuts the credibility of the Tribe's Indian preference program. An Indian firm or individual that is unable, on its own, to qualify as the prime contractor on a large project has other options open to it besides participating in the development of a bogus firm. For example, he or she can seek work at the subcontractor or employee level and benefit from the Tribe requirement that preference be given to Indian subcontractors and employees.

- (2) Procedural Requirements. The procedural requirements for certification provide that applications shall be reviewed by the staff of the Tribe's Tribal Employment Rights Office (TERO), which shall request any additional information it believes appropriate. The TERO will then submit the application, together with its recommended findings, to the TERO Commission. The Commission shall review the application and findings, interview the principals of the firm, request additional information appropriate, and make its determination whether certification should be granted. The firm has the right of appeal to the Tribal Court, which shall reverse the decision only if it finds that the decision was arbitrary or capricious.
- (3) Probationary Certification. A firm shall first receive a probationary certification of one year, or a longer period where the Commission believes such is necessary. The TERO and the Commission shall have the right at any time, either on their own initiative or upon filing of a complaint by any party, to conduct an investigation of a firm to determine if its certification should be suspended or withdrawn. [Res. 061293 (12/06/93) § 4.1]

### **3.24R.220 Criteria for Indian contract preference certification.**

To receive certification as a firm eligible for Indian preference, an applicant must satisfy all the criteria set out in this section:

- (a) Ownership. The firm must be at least 51 percent Indian-owned. The applicant must demonstrate the following:

- (1) Formal Ownership. That an Indian or Indians own(s) 51 percent or more of the partnership, corporation, or other arrangement for which the application is being submitted. Such ownership must be embodied in the firm's organic documents, such as its stock ownership or partnership agreement. Ownership includes:

- (A) Financial ownership – i.e., the Indian(s) owns 51 percent or more of the assets and equipment, will receive 51 percent or more of the firm's assets upon dissolution, and will receive 51 percent or more of the profits; and
- (B) Control – i.e., the Indian(s)' 51 percent or more ownership provides him or her with a majority of voting rights or other decisional authority and that all decisions of the firm are to be made by a majority vote except where otherwise required by law.

- (2) Value. The Indian owner(s) provided real value for 51 percent or more ownership by providing capital, equipment, real property or similar assets commensurate with the value of the ownership share. It will not be considered "real value" if the Indian(s) purchased the ownership share, directly or indirectly, through a promissory note, the ultimate creditor of which is the non-Indian owner of the firm or an immediate relation thereof, or any similar arrangement, unless a convincing showing can be made that the Indian owner(s) brought such special skills, marketing connections, or similar benefits to the firm that there is a good reason to believe the arrangement would have been entered into even if there were not an Indian participant and that he or she could not pay good value for his or her 51 percent or more Indian ownership because the normal capital sources were closed to him or her because he or she is an Indian. The Indian owner(s) may satisfy this requirement by demonstrating further that he or she extended his or her capital-raising capability as far as possible, such that the Indian participant clearly is at risk in the business in relationship to his or her means.
- (3) Profit. The Indian owner(s) will receive 51 percent or more of all profits. If there is any provision that gives the non-Indian owner a greater share of the profits, in whatever form and under whatever name, such as through management fees, equipment rental fees, or bonuses tied to profits, certification will be denied. Salary scales will be reviewed to ensure the relative salaries being paid Indian and non-Indian owners are consistent with the skills of the parties and are not being used to circumvent the requirement that Indian owners receive 51 percent or more of the profits.

(b) Management Control. The firm must be under significant Indian management and control. The firm must be able to demonstrate that:

(1) One or more of the Indian owners must be substantially involved, as a senior level official, in the day-to-day management of the firm as his or her primary employment activity. The Indian owner does not have to be the chief executive officer. However, he or she must, through prior experience or training, have substantial occupational ties to the area of business in which the firm is engaged such that he or she is qualified to serve in the senior level position and is sufficiently knowledgeable about the firm's activities to be accountable to the Tribe for the firm's activities. This provision may be waived when:

- (A) The firm is 100 percent Indian-owned and the chief executive officer is the spouse and/or parent of the owner(s), the family lives on or near the Reservation, and the majority of employees are Indian; or
- (B) The firm is modeled on a publicly held corporation such that it is owned by 10 or more persons, is at least 70 percent Indian-owned, the chief executive officer and the highest-salaried employee in the firm is/are Indian, and a majority of the employees are Indian.
- (C) Integrity of Structure. There must be good reason to believe that the firm was not established solely or primarily to take advantage of the Indian preference program. In evaluating an applicant under this criterion the TERO will consider the factors set out below. The TERO shall exercise broad discretion in applying these criteria in order to preserve the integrity of the Indian preference program and in questionable cases shall deny the certification.

- (i) History of the Firm. Whether the history of the firm provides reason to believe it was established primarily to take advantage of the Indian preference program, and in particular whether the firm, a portion of the firm, or key actors in the firm originally were associated with a non-Indian-owned business that gained little of business value in terms of capital, expertise, equipment, etc., by adding ownership or merging with an Indian firm.
- (ii) Employees. Whether key non-Indian employees of the applicant are former employees of a non-Indian firm with which the Indian firm is or has been affiliated, through a joint venture or other arrangement, such that there is reason to believe the non-Indian firm is controlling the applicant.

Whether Indians are employed in all or most of the positions for which qualified Indians are available. A high percentage of non-Indian employees

in such positions will provide reason to believe the firm was established primarily to benefit non-Indians.

(iii) Relative Experience and Resources. Whether the experience, expertise, resources, etc., of the non-Indian partner(s) is so much greater than that of the Indian(s) that there is little sound business reason for the non-Indian to accept a junior role in the firm other than to be able to take advantage of the Indian preference program.

(D) Brokers. Brokers will be certified only if they are dealers who own, operate, or maintain a store, warehouse, or other establishment in which the commodities being supplied are bought, kept in stock, and sold to the public in the usual course of business; provided, that this requirement shall not apply where the applicant demonstrates that it is customary and usual in the area of trade for a broker/dealer not to maintain an establishment and to keep the commodities in stock.

(E) Manufacturing Companies. In determining whether or not a manufacturing firm is 51 percent Indian-owned and controlled, the Commission shall be guided by the Small Business Administration Standard Operating Procedures on certifying firms as eligible for the 8(a) program. [Amended during 2010 recodification; Res. 061293 (12/06/93) § 4.2]

### **3.24R.230 Certification procedures.**

(a) Application for Certification. A firm seeking certification as an Indian preference eligible firm shall submit a completed application (see PTC 3.24R.240) to the TERO on a form provided by the TERO. (Application forms may be obtained at the TERO's Office.) TERO staff will be available to assist a firm fill out the application. Within 21 days after receipt of a completed application, the staff shall review the application, request such additional information as it believes during the time any request for additional information is outstanding), conduct such investigations as it deems appropriate, and submit analysis and recommended disposition to the Commission. Copies of the analysis and recommended disposition shall be kept confidential and shall not be made available to the applicant or any other party. When it is so required, the TERO may extend the processing period by an additional 21 days, by sending notification of the extension to the applicant by registered mail. Within 15 days of receipt of the TERO's analysis and recommended disposition, the Commission shall hold a hearing on the application, posting notice of the hearing time at the Tribal Office, the Agency, and the TERO's Office at least five days prior to the hearing. In addition, any other party wishing to present information to the Commission shall be entitled to do so, by requesting, no less than one day prior to the hearing, an opportunity to participate. A party may be represented by counsel. The hearing shall be conducted as provided for the TERO hearing procedures.

- (b) Probationary Certification. An applicant granted certification shall be issued a one-year probationary certificate. During that period, the TERO staff and the Commission shall monitor the firm's activities to ensure that the firm is operating in the manner described in its application. During the probationary period, the TERO and the Commission shall have the right to request and receive such information and documents as they deem appropriate.
- (c) Final Certification. At the end of the probationary period the Commission, after receiving recommendations from the TERO staff, shall either:

- (1) Grant full certification;
- (2) Continue the probationary period for up to six months; or
- (3) Deny certification.

- (d) Withdrawal of Certification. From the information provided in reports required by subsection (f) of this section and PTC [3.24R.250](#), on the basis of a written grievance filed by any other firm or person, or on its own initiative, the TERO may initiate proceedings to withdraw or suspend the certification of any firm. The TERO shall prepare an analysis and recommended disposition for the Commission and shall send the firm notice, by registered mail, that its certification is being examined, along with the grounds therefor. The Commission shall then set a date for a hearing to be held within 21 days after it receives the analysis and recommended disposition from the TERO. At the hearing, the TERO staff shall present the case for suspension or withdrawal and the hearing shall be conducted as set out in PTC [3.24R.300\(b\)](#). After the hearing, the Commission may:

- (1) Withdraw certification;
- (2) Suspend certification for not more than one year;
- (3) Probation; or
- (4) Order corrective action within a fixed period.

A firm that has had its certification withdrawn may not reapply for a period of one year.

- (e) Firms Certified Prior to the Adoption of These Criteria. Each firm holding Indian preference certification from the Tribe prior to the effective date of these regulations shall submit an application as required by these regulations to the TERO within 30 days following the effective date of these regulations.

Should the TERO determine the firm qualified it shall, within 21 days of its receipt by the TERO, recommend approval of the application within 21 days of receipt of the application to the Commission.



The Commission shall, within 30 days of receipt of the recommendation, issue a new certificate without holding a public hearing. The Commission may refuse to issue a new certificate when it has reason to believe that such certification is not merited.

Should the TERO determine the firm does not qualify, it shall prepare an analysis of the reasons therefor, together with its recommended disposition. The analysis shall be submitted to the Commission within 21 days after receipt of the application. Should the TERO require additional information from the firm, computation of the 21-day period shall be stayed by the Commission for a reasonable time to permit such information to be provided. The Commission, after providing the firm an opportunity for a hearing as provided in PTC [3.24R.300\(b\)](#), which shall be held within 15 days after receipt of the TERO's findings, shall:

- (1) Grant the firm a new certificate; or
- (2) Determine that the firm is not in compliance. If the Commission determines that the firm is not in compliance, it shall provide the reasons therefor. The firm shall then have 15 days from the date of the decision to demonstrate to the Commission that it has made such changes as are necessary to come into compliance. If at the end of the 15-day period the firm has failed to come into compliance, its certificate shall be withdrawn. A copy of the withdrawal notice shall be sent to the firm.

- (f) Change in Status and Annual Reports. Each certified firm shall report in writing to the TERO any changes in its ownership or control status within the 60 days following such. Each certified firm, on the anniversary of its receipt of permanent certification, shall update its initial application for certification on the annual report form provided by the TERO. Failure to provide such information shall constitute grounds for withdrawal of certification. [Res. 061293 (12/06/93) § 4.3]

### **3.24R.240 Application for certification as an Indian preference firm.**

#### **1. Firm Identification.**

Name of firm (exactly as you want it to appear on all documents).

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date of Submission: \_\_\_\_\_

Single business: \_\_\_\_\_ Joint Venture: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (Bus.) \_\_\_\_\_ Home: \_\_\_\_\_

Type of business (list all areas of business in which the firm intends to engage):

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Federal Identification Number: \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Number of Indian Employees: \_\_\_\_\_

Year business was established: \_\_\_\_\_

2. Ownership.

A. Type of ownership (check one):

\_\_\_\_ Sole proprietorship

\_\_\_\_ Partnership (attach copy of partnership agreement with all amendments since date partnership created).

\_\_\_\_ Corporation (attach copy of the Certificate of Incorporation, Articles of Incorporation and Bylaws, including all amendments since date of incorporation).

B. Percent of Indian ownership: \_\_\_\_%

C. Provide for each Indian owner, his or her name, address, tribal affiliation, enrollment number, percent of ownership, amount of investment in the firm, method of investment (cash, equipment, loan or promissory note indicating who the loan is from), percent of voting control and position in the firm.

D. List for each non-Indian owner, his or her name, address, percent of ownership, amount of investment in firm, method of investment (cash, equipment, loan or promissory note indicating who the loan or note is from), percent of voting control, position in firm, name of all other firms in which the owner holds or has held within the past year an ownership interest (other than publicly held

corporations and similar ownerships held solely for investment purposes) or a management position.

E. List any management fee, equipment rental, bonuses or other arrangements that will provide payment to non-Indian owners beyond their share of profits and salaries, as indicated above.

F. Describe or attach any stock options or other ownership options that are outstanding and any agreements between owners or between owners and third parties which restrict ownership or control of Indian owners.

G. Identify any owner or management official of the named company who is or has been an employee of another company that has an ownership interest in or a present business relationship with the named company; present business relationships include shared space, equipment, financing, or employees as well as both companies having some of the same owners.

H. Indicate if this company or other companies with any of the same officers have previously received or been denied certification or participation as an Indian preference firm and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

### 3. MANAGEMENT

A. Provide for each owner of more than 5% interest, all senior management personnel and members of the Board of Directors the following:

1. Name, address and social security number. If Indian, please include his or her Tribe and enrollment number.
2. Present position and description of duties.
3. Previous business experience.
4. Previous work experience in areas in which the firm intends to engage.
5. Other previous work experience.
6. Education and training.
7. Other jobs presently held.

B. Control of company. Identify by name, race, sex and title in the company of those individuals (owners and non-owners) who are responsible for day-to-day management, including, but not limited to, those with prime responsibility for:

1. Financial Decisions.

2. Management decisions, such as:

- a. Marketing and sales;
- b. Hiring and firing;
- c. Purchase of major equipment or supplies;
- d. Supervision of field personnel.

#### 4. CAPITAL AND EQUIPMENT

A. Equipment. List all equipment which costs \$300.00 or more when new.

QUANTITY	DESCRIPTION	PRICE	HOW OBTAINED (Purchased, etc.)
----------	-------------	-------	-----------------------------------

B. Capital.

- 1. Attach a current balance sheet.
- 2. Identify amount and source of original and present capital. (e.g., contributed by owner, bank loan – if loan, indicate name(s) of those legally bound to repay if other than organization).

C. Additional submissions.

Each applicant shall submit with this application the following:

1. List of officers, principal stockholders, and directors, with mailing addresses and number of shares held by each.

2. A sworn statement of the proper officer showing:

- a. The total number of shares of the capital stock actually issued and the amount of cash paid into the treasury on each share sold; or, if paid in property, the kind, quantity and value of the same per share.
- b. Of the stock sold, how much remains unpaid and subject to assessment.
- c. The amount of cash the company has in its treasury and elsewhere.
- d. The property, exclusive of cash, owned by the company and its value.
- e. The total indebtedness of the company and the nature of its obligations.

## 5. CERTIFICATION

I hereby certify that the information provided in this application is true and complete to the best of my knowledge and belief. I further certify that I have read the applicable ordinances, regulations, criteria and procedures of the Puyallup Tribe of Indians and do hereby submit to the jurisdiction provided therein.

Name of firm: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of authorized officer and title)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Res. 061293 (12/06/93) Appendix]

### Subchapter 5. Fees

#### **3.24R.250 Provision for collection of fees.**

Except as otherwise provided all fees are due and shall be paid in full by any covered employer prior to commencing work. Other arrangements for payment shall be in writing and signed by the Director.

Immediately upon becoming aware that a covered employer is intending to engage in work, the Director shall mail to the employer, by registered mail, a notice regarding the nature and purpose of the fee, the percentage, the specific amount due, if known, the date due, and the possible consequences should the employer fail to comply. The notice shall be accompanied by a formal notice of fees due informing him/her that payment is overdue.

Should the employer fail to pay the fee by the day it commences work on trust lands or within the jurisdiction of the Puyallup Tribe of Indians, interest shall begin to accrue on that date at the rate of 10 percent per annum. On the day following that on which the employer commenced work, the Director shall send notice to the employer, by registered mail, that the fee is overdue and of the consequences imposed if the fee is not paid immediately.

If the fee is not paid by the fifteenth day after the employer commenced work, the Director shall file a formal charge of noncompliance, and shall schedule a Commission hearing to be held in five days or as soon thereafter as the Commission can meet and shall inform the employer of the scheduled hearing.

At the hearing, to be held whether or not the employer attends, the Commission shall determine whether the employer has failed to comply. If it finds noncompliance, it shall:

- (a) Impose penalties of not more than 10 percent of the amount due;

- (b) Petition the Tribal Court to affirm the decision of the Commission and to enforce its order through confiscation proceeding as provided by law.

Where the Director of the Commission has reasonable cause to believe that an employer will flee the jurisdiction prior to resolution of the matter, the Director may initiate any of the procedures provided for in PTC [3.24.480](#), notwithstanding the above procedure. [Amended during 2010 recodification; Res. 061293 (12/06/93) § 5.1]

#### **3.24R.260 Employers with a permanent place of business on the Reservation.**

An employer whom the Director determines will have a permanent place of business on the Reservation shall pay the fee pursuant to the following:

- (a) On April 15th, July 15th, October 15th and January 15th, the employer shall submit, on a form provided by the Director, information showing his total payroll for the previous quarter, accompanied by a check equal to two and one-half percent of the payroll for that quarter.
- (b) The Director, upon receipt of a written request may authorize, in writing, an employer to submit the information and payments on a quarterly schedule other than the one set out in subsection (a) of this section. When doing so, make the schedule compatible with the employer's fiscal year structure.
- (c) An employer covered by this section shall be subject to the same interest, penalty and enforcement requirements and deadlines as those established in PTC [3.24R.250](#). The Director shall send said employers appropriate notices and forms. [Res. 061293 (12/06/93) § 5.2]

#### **3.24R.270 Alternative arrangement.**

The Director, in his discretion, may, upon receipt of a written request, authorize an employer to pay the required fee in installments over the course of the year or the contract, as appropriate, when:

- (a) The total annual fee exceeds \$10,000; and
- (b) The employer demonstrates hardship or other good cause.

The decision to authorize an alternative arrangement, which shall be in writing, shall rest solely with the TERO Director and is not appealable to the Commission or the Courts.

The employer shall pay interest, at the prime rate, on all amounts paid after the day he commences work on the Reservation when paying under an alternative arrangement. [Res. 061293 (12/06/93) § 5.3]

### **Subchapter 6. Administrative Procedures**

#### **3.24R.280 Reports and monitoring.**

All entities engaged in any aspect of business activity on trust lands or within the jurisdiction of the Puyallup Tribe of Indians shall submit reports and such other information as requested by TERO. Employees of the TERO have the authority to make on-site inspections during regular working hours in order to monitor an entity's compliance with these regulations.

Employees of the TERO also have the authority to inspect and copy all relevant records of an entity, of the entity's signatory unions or subcontracts, to speak with workers on the job site and to engage in similar investigatory activities. All information collected by the TERO is confidential, unless disclosure is required during a hearing or appeal as provided for in these regulations. [Res. 061293 (12/06/93) § 6.1]

#### **3.24R.290 Individual complaint procedures.**

- (a) Noncompliance by an Entity. Any Indian or group of Indians, representatives or group of a class of Indians, certified firm, group of certified firms, or other persons or entity who believe that an entity has failed to comply with these regulations, or who believe that they have been discriminated against by a covered entity because they are Indian, may file, whether or not they can show that they were personally harmed by the entity's noncompliance.
- (b) Noncompliance by TERO. Any entity, group of entities, noncertified firms, non-Indian workers, or entity who believe that an action of the TERO Office under these regulations is in violation of these regulations, or Tribal or federal law, may file a complaint with the TERO. Persons may file whether or not they can show they were personally harmed by the TERO's action. [Res. 061293 (12/06/93) § 6.2]

#### **3.24R.300 Compliance and hearing procedures.**

- (a) Informal Settlement. If the TERO has reason to believe that a covered entity has failed to comply with any of these regulations, it shall notify the entity in writing, specifying the alleged violation(s). Should the party notified be a contractor or a subcontractor, notice shall also be provided to the entity holding the permit or authorization under which the contractor or subcontractor is operating and such entity shall be a party to all further negotiations, hearings and appeals.

The TERO shall then conduct an investigation of the charge and shall attempt to achieve an informal settlement of the matter. If voluntary conciliation cannot be achieved and the Director has reasonable cause to believe a party has violated the ordinance (Chapter [3.24](#) PTC) or regulations, he shall issue a formal notice of noncompliance to the party and shall proceed with the enforcement procedure provided by law.

- (b) Procedures for Hearing. All hearings before the Commission shall be governed by the Puyallup Tribe of Indians' due process hearing procedure. [Res. 061293 (12/06/93) § 6.3]

#### **3.24R.310 Sanctions.**

The Commission may impose any or all of the following sanctions where it finds a violation of the ordinance (Chapter [3.24](#) PTC) or regulations. If, after the hearing, the Commission determines that the violation alleged and that the party charged has no adequate defense in law or fact, or if no hearing is requested, the Commission may:

- (a) Deny such party the right to commence business on or near the Puyallup Indian Reservation;
- (b) Impose a civil fine in an amount not to exceed \$1,000 for each violation;
- (c) Suspend such party's operation on or near the Puyallup Indian Reservation;
- (d) Terminate such party's operation on or near the Puyallup Indian Reservation;
- (e) Deny the right of such party to conduct any further business on or near the Puyallup Indian Reservation;
- (f) Order such party to make payment of back pay to any aggrieved Indian;
- (g) Order such party to dismiss any employees hired in violation of these regulations;
- (h) Order such party to take such other action as is necessary to ensure compliance with the ordinance (Chapter [3.24](#) PTC) or to remedy any harm caused by a violation of the ordinance.

The Commission's decision shall be in writing, shall be served on the charged party by registered mail or in person and shall be submitted not later than 30 days after the close of the hearing. Where failure to comply immediately with the Commission's orders may cause irreparable harm, the Commission may move the Tribal Court for, and the Tribal Court shall grant, such injunctive relief as necessary to preserve the rights of the beneficiaries of the ordinance (Chapter [3.24](#) PTC), pending the party's appeal or expiration of the time for appeal. [Res. 061293 (12/06/93) § 6.4]

#### **3.24R.320 Appeals.**

Any entity or complaining party shall have the right to appeal any decision of the Commission to the Tribal Court. [Res. 061293 (12/06/93) § 6.5]

#### **3.24R.330 Bonds.**

The Director may require an entity to post a bond with the Commission pending a hearing before the Commission and may petition the Court from a decision of the Commission, upon making a written finding that any of the following conditions exist. The entity:

- (a) Has no permanent place of business on trust lands or within the jurisdiction of the Puyallup Indian Tribe; and
- (b) The amount of sanction exceeds or likely will exceed \$1,000; and



- (c) The project on which the entity is employed will be substantially completed within 60 days, such that it may be difficult to locate property of said employer on trust lands or within the jurisdiction of the Puyallup Indian Tribe that would be available for attachment or confiscation should the entity fail to pay a sanction imposed on it; and
- (d) The entity has failed to comply with an order of the Commission or the Courts in the past, and the employer has engaged in behavior that demonstrates a disregard for the authority and requirements of the Commission, such that the Director or Commission has good reason to believe the entity will not comply with the orders of the Commission or the Court. [Res. 061293 (12/06/93) § 6.6]

### **3.24R.340 Attachment.**

The Commission may petition the Court for attachment of property of an entity should any of the following conditions exist:

- (a) An entity has refused or failed to post a bond after being ordered to do so by the Director, Commission or Court as provided in PTC [3.24R.330](#); or
- (b) The Commission has good reason to believe the entity will remove itself or its property before it can complete its efforts to require the entity to post a bond; or
- (c) The entity has demonstrated an intent to disregard the orders of the Director, Commission or Court. [Res. 061293 (12/06/93) § 6.7]

### **3.24R.350 Irreparable harm.**

A finding of irreparable harm upon the petition of the Commission or Director for injunctive relief shall be made only upon a showing that damage will occur that cannot be adequately remedied through the payment of monetary damages. Such showing shall include but is not limited to the following:

- (a) That a contractor or subcontractor is about to or has begun work on a contract or subcontract entered into in violation of the provisions of the ordinance (Chapter [3.24](#) PTC) or regulations requiring contract or subcontract preference, when there is one or more Indian firms available to perform said contract or subcontract, since it is impossible to measure in monetary terms the damages suffered by an Indian firm's failure to obtain a contract or subcontract.
- (b) An entity or its subcontractor is about to or has hired two or more persons in violation of the provisions of the ordinance (Chapter [3.24](#) PTC) or regulations requiring Indian employment preference, and there are Indians available to fill those positions, since it is difficult to identify the specific Indians who would fill those positions once the number of positions at issue is two or greater, making the payment of payback difficult to achieve.

- (c) An entity refuses to submit a preference plan in the time required and indicates through words or action that it intends to disregard the requirement imposed by the ordinance (Chapter [3.24](#) PTC) or regulations. [Res. 061293 (12/06/93) § 6.8]

### **Subchapter 7. Due Process Hearing Procedures**

#### **3.24R.360 Prehearing procedures.**

- (a) Review of TERO Files. The respondent employer or entity against whom the charge has been filed shall have the right to review the case file of the Director by scheduling a visit to the TERO Office during regular working hours at any point after receiving notice of a hearing. The Director, however, shall have the right to protect confidential information. The file shall be cleared of confidential information in a manner that causes the loss of the least amount of relevant information from the files.
- (b) List of Witnesses. Ten days prior to the hearing (or as soon as possible if the hearing is to be held within 10 days after notice), the respondent and the Director shall submit to the Commission Chairman a list of witnesses that each intends to call at the hearing, the approximate length of their testimony, and the subject matter and relevance of their testimony. It shall indicate any witnesses that must be subpoenaed. The Director shall then issue the subpoenas.
- (c) Prehearing Interviews of Witnesses. The respondent and the Director shall have the right to interview the witnesses of the other party, prior to the hearing. The Director's witnesses shall be interviewed in the presence of the Director or his delegate. The respondent's witnesses shall be interviewed under such reasonable conditions as are established by the respondent. Either party may appeal to the Chairman of the Commission if cooperation is not forthcoming and the Chairman is empowered to require such steps as are necessary to resolve the problem.
- (d) Subpoenas of Documents and Things. The respondent shall, no later than 10 days prior to the hearing (or as soon as possible if the hearing is noticed less than 10 days before the hearing), provide the Director with a list of items it wishes to have subpoenaed and the relevance of each. The Director shall subpoena all relevant items listed as well as items needed by the Director. Any disputes shall be brought to the Chairman of the Commission who shall resolve such disputes.
- (e) Postponements. Any request for a postponement of the hearing must be submitted in writing to the Chairman of the Commission no fewer than three days prior to the hearing. Should the Director and the respondent mutually submit a request for a postponement because of the possibility of settling the matter, the requests for a postponement may be submitted at any time. [Res. 061293 (12/06/93) § 7.1]

#### **3.24R.370 Conduct of the hearing.**

(a) Presiding Officer. As presiding officer, the Chairman of the Tribal Employment Rights Commission will control the proceedings. He or she will take whatever action is necessary to ensure an equitable, orderly, and expeditious hearing. Parties shall abide by the presiding official's rulings. The presiding official has the authority, among others, to:

- (1) Administer oaths or affirmations;
- (2) Regulate the course of the hearing;
- (3) Rule on offers of proof;
- (4) Limit the number of witnesses when testimony would be unduly repetitious; and
- (5) Exclude any person from the hearing for contemptuous conduct or misbehavior that obstructs the hearing.

- (b) Director. The TERO Director shall represent the TERO on all charges filed by it, even if the charge was initiated by a complaint filed by a private individual.
- (c) Respondent. The respondent shall be present for the hearing and he or his representative (other than an attorney) shall represent him during the proceedings.
- (d) Attorneys. Either party may have an attorney present as an advisor. The attorney, however, may not make any presentations, cross-examine witnesses or address the Commission.
- (e) Recording of the Hearing. The Commission shall electronically record the hearing and shall retain the electronic record for not less than one year after the hearing. The respondent shall be permitted to record the hearing.
- (f) Prohibition Against Reprisals. All parties shall have the right to testify on their behalf without fear of reprisal.
- (g) Starting Time. The hearing shall be opened promptly at the time specified by the Commission.
- (h) Opening Statements. Both parties may present opening statements regarding what they intend to prove at the hearing.
- (i) Order of Proceedings. The Director shall present the TERO's case first.
- (j) Examination and Cross-Examination of Witnesses. Both parties may subpoena and examine friendly and hostile witnesses. Both parties may examine and cross-examine witnesses. No harassment or efforts to intimidate witnesses shall be permitted. The Commission members may examine witnesses at any point in their testimony. The testimony of all witnesses shall be under oath or affirmation.

- (k) Irrelevant Testimony. Parties may object to clearly irrelevant material, but technical objections to testimony as used in a court of law will not be entertained. The Commission shall prohibit any testimony that it deems irrelevant in order to keep control of the hearing.
- (l) Written Testimony. Written testimony shall be admitted into evidence during the hearing only when a witness cannot appear in person. When a party wishes to use the written testimony of a witness who cannot appear, the party must submit in advance of the hearing a written explanation for the nonappearance of the witness to the Commission. If the Commission is satisfied with the explanation, the party may obtain the testimony by means of an interrogatory. When, for reasons satisfactory to the Commission, an interrogatory cannot be used, an affidavit or deposition from the witness may be used. A signed but unsworn statement will be admitted into evidence only under unusual circumstances and when the Commission is satisfied that the testimony cannot be obtained otherwise.
- (m) Closing Statement. Closing statements for each party will be permitted. The Director shall proceed first. [Res. 061293 (12/06/93) § 7.2]

**3.24R.380 The decision.**

The Commission shall render a decision by majority vote and deliver the decision in writing to each of the parties. [Res. 061293 (12/06/93) § 7.3]

**PART J**

**EXECUTIVE ORDER 11246**

## **EXECUTIVE ORDER 11246 (SEPTEMBER 24, 1965)**

### **1. Objectives – General Provisions:**

- A. Bans federal contractors and subcontractors from discriminating against employees and applicants for employment because of their race, color, religion, sex, or national origin.
- B. Requires federal contractors to practice affirmative action – that is to go beyond refraining from discriminatory practices/policies by taking positive, results – oriented steps toward the elimination of employment barriers to minorities and women.

### **2. Specific Coverage of Indian Preference Under Executive Order 11246:**

Work on or near Indian reservations:

“It shall not be a violation of the equal opportunity clause for a construction or non-construction contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The use of the word “near” would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day. Contractors or subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a contractor from complying with the other requirements contained in this chapter.”

### **3. Coverage:**

Basic Contractual Obligations – covered Contractors:

- A. Applies to all federal contractors and subcontractors that have construction, supply or service contracts of:
  - \$10,000 or more (Need EEO Policy)
  - \$50,000 or more (Need Affirmative Action Plan)



IN REPLY LETTER TO  
Contracting and Grants  
Administrative Staff

United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
WASHINGTON, D.C. 20215

JUNE 19 1984

ACQUISITION AND ASSISTANCE AGREEMENT INSTRUCTION 84-1

- TO: (1) All Area Directors  
(2) Central Office Directors (Codes 200,300,400,500,600)  
(3) Central Office Codes: 105, 660A, 700, 800, 880A, 882
- FROM: Deputy Assistant Secretary – Indian Affairs (Operations)
- SUBJECT: Preference Status for Indian/Alaska Native Persons and Economic Enterprises as Bureau Contractors
- REFERENCE: (1) Indian Self-Determination and Education Assistance Act (Pub. L. 93-638).  
(2) 25 CFR Part 271  
(3) 48 CFR Subpart 1404.7.  
(4) 19 BIAM Supp. 16  
(5) Acquisition and Assistance Agreement Instruction 83-2 (dtd. 10 June 1983)  
(6) 25 U.S.C. 47. (Buy Indian Act).
1. Purpose. To supplement Acquisition and Assistance Agreement Instruction 83-2 (dtd. 10 June 83-2 (dtd. 10 June 1983)
  2. Cancellation. None
  3. Background. Refer to prior Series Issuance and to Ref. (3) and (5).
  4. Discussion. Section 7(b) of Ref. (1) prescribes Indian/Alaska Native preference on all Federally-funded contracts and on all subcontracts awarded for the benefit of Indian/Alaska Native persons.

Section 7(b) states specifically:

“Any contracts, subcontracts, grant, sub grant – pursuant to this Act, or any other Act authorizing Federal contracts with or grants to Indian organizations or for the benefit of Indians, shall require that to the greatest extent feasible: (1) preferences and opportunities for training and employment in connection with the administration of such contracts or grants shall be given to Indians; and (2) preferences in the award of subcontracts and sub grants in connection with the administration of such contracts or grants shall be given to Indian/Alaska Native persons.”

As a consequence, the Bureau of Indian Affairs works cooperatively with Indian tribes and the tribally designated and sanctioned Tribal Employment Rights Offices (TERO) to develop, support, monitor and enforce the consistent application and implementation of the Section 7(b) preference requirement with regard to all Bureau contracts awarded for services provided on or near Indian reservations and in Alaska Native villages.

As an adjunct, it is Bureau policy to continue efforts to contract directly with Indian/Alaska Native economic enterprises under the authority of Ref. (6).

5. Score. This Instruction applies to all Bureau Central/Area Office activities/locations, and it's personnel.
6. Action. The following procedures are provided for Bureau personnel responsible for the implementation of Section 7(b) preference requirements.
  - A. The legislative requirements of Section 7(b) of Ref. (1) and relevant Bureau Releases apply to all Bureau contracts, regardless of award authority.
  - B. The Contracting Officer [and the Contracting Officer's Representative (COR) Designated specifically to monitor Section 7(b) preference compliance] shall Review all solicitation documents to ensure the latter contain the required Indian/Alaska Native preference provisions. Where a Departmental Solicitor-approved TERO ordinance is in effect, or where the Tribe has an approved TERO and/or Tax ordinance that is applicable, the solicitation shall contain the following:
    - (1) A copy of the TERO ordinance and tax (if applicable); and
    - (2) A notice on page one (1) of the solicitation that the Tribe has a TERO ordinance and taxes with which the successful bidder must comply; and
    - (3) A certification to be signed by each bidder that (s) he is aware of, and Understands, the applicable tribal requirements; and
    - (4) A list of potential Indian/Alaska Native subcontractors; and
    - (5) A notice that there will be a pre-bid/proposal conference and the time and place of the conference.
  - C. If the project is to be carried out on a reservation and no TERO ordinance exists, the Tribal Chairman/designee shall be notified of the pending solicitation two weeks in advance.
  - D. The Contracting Officer and TERO Director or Tribal representative will provide a comprehensive briefing on Section 7(b) Indian/Alaska Native preference requirements to the prospective offerers. A list of potential subcontractors (Indian/Alaska Native economic enterprises) shall also be given to the prospective offerors by the Contracting Officer/TERO Director.



- E. The Commerce Business Daily (CBD) announcement shall provide for the submission of a subcontracting plan, which will outline the contractors steps to be taken to implement the Section 7(b) preference requirements. The preference plan shall include the following:
- (1) A list of each subcontractor (identified as Indian or non-Indian) that the offeror intends to use on the project; and
  - (2) For each non-Indian subcontractor on the list, the plan shall describe the steps taken by the successful offeror to locate an acceptable Indian/Alaska Native firm. This shall include contacts with the local TERO office; and
  - (3) A list of all employment opportunities on the project: (with their approximate starting and ending dates) shall be provided by both the prime contractor and all subcontractors; and
  - (4) Any positions which the offeror wishes to be classified as Core Crew (See 6H (3) below); and
  - (5) An agreement not to deviate from the preference plan, subject to sanctions under the contract/TERO ordinance without first receiving written permission from the Contracting Officer; and
  - (6) A schedule of written periodic reports to be submitted which will reflect the extent of preference compliance; and
  - (7) A list of possible trainee or apprenticeship positions available under the contract.
- F. Failure to negotiate an acceptable Section 7(b) subcontracting plan shall render the offeror non-responsive. Negotiations may then be conducted with the next low offeror.
- (1) The Contracting Officer shall forward a copy of that plan to the Contracting Officer's Representative and TERO Director or Tribal Representative for review and comment within ten (10) working days. The Contracting Officer will give substantial weight to the recommendation of the Contracting Officer's Representative and TERO Director or Tribal representative as to whether or not the plan is acceptable.
  - (2) The requirement to submit a Section 7(b) subcontracting plan shall be applicable to all offerors, regardless of size.
- G. Where a local TERO ordinance is in effect and approved by the cognizant Solicitor's office, contractors/subcontractors are subject to those TERO requirements. If there is a conflict between the local TERO requirements and the Acquisition and Assistance Agreements Instruction procedures, the local TERO provisions shall apply unless prohibited by statute or regulation.

H. It shall be the responsibility of the offeror to seek and select Indian/Alaska Native subcontractors for the project. The Bureau shall provide the following to the offeror at the time of solicitation:

- (1) Soliciting or accepting of offers from non-Indian business Enterprises is forbidden at this point;
- (2) Bid shopping (peddling) is strictly prohibited;
- (3) If only one Indian/Alaska Native subcontractor is available to bid, the contractor will advise that subcontractor of the contract and solicit an offer. If the offer is reasonable, it shall be accepted. If the offer is not reasonable, the contractor shall advise the Indian/Alaska Native subcontractor that the offer was unreasonable and shall attempt to negotiate a fair and reasonable offer; and
- (4) If the Indian/Alaska Native subcontractor will not negotiate a fair and reasonable offer, the contractor may solicit offers from non-Indian subcontractors. The solicitation of offers from non-Indian subcontractors will be done only after a positive attempt has been made by the contractor to negotiate a fair and reasonable offer from the Indian/Alaska Native subcontractor and the effort has failed to result in a fair and reasonable offer; and
- (5) The Contracting Officer will provide all information pertaining to the project to the TERO Director who may advise the former as to the efficiency of an "honest effort" to negotiate a fair and reasonable offer. However, the final determination of "good faith" rests with the Contracting Officer.

I. Section 7(b) of Ref. (1) requires that preference to Indian/Alaska Native persons be given in the areas of employment and training. Offerors shall be advised, at the time of solicitation, of the following procedures to be followed for employment opportunities under the contract:

- (1) In all cases where the local tribal government has an approved TERO ordinance in effect, employment will be in accordance with those local directives; and
- (2) Where there is no TERO ordinance in effect, the Contracting Officer's Representative will directly, or through an agreement with the tribe's manpower office, establish a referral system for Indian employees, consistent with the requirement that the contractor/subcontractor may not hire any non-Indian person until it has given the Contracting Officer's Representative (or tribal office) an opportunity to locate a qualified Indian person for any vacancy. After the Contracting Officer's Representative (or Tribal office) has received the hiring schedule from the contractor/subcontractor, (s)he will fill those positions, and then shall submit it to the contractor/subcontractor. The Contracting Officer's Representative/

Tribal office will assist the contractor/subcontractor in locating such persons; and

- (3) The preference requirements under Section 7(b) and these JAI procedures shall not apply to employees of the contractor or subcontractor who qualify as "Core Crew: members. A Core Crew member is defined as:

"Any person who is in the contractor/subcontractor's crew who holds a key position such that the employer would face a serious loss if that position were filled by a person who had not previously worked for that contractor or subcontractor."

The contractor and subcontractor(s) will list all positions they want Identified as Core Crew and present that list to the Contracting Officer's Representative and TERO Director (where applicable), with a written explanation supporting why they believe each listed position qualifies for inclusion. The Contracting Officer may, based on recommendations from the Contracting Officer's Representative and/or the TERO Director, disapprove any or all of the positions listed on the grounds that they are not Core Crew-eligible.

- J. In all cases where the local tribal government has an approved TERO ordinance in effect, the Bureau shall award a contract for monitoring and enforcement of the Section 7(b) preference requirements with the tribal TERO office if so requested by the tribe or TERO office in accordance with tribal procedures. The amount of the firm fixed-price contract will be negotiated on the merits of the contract. However, where the tribe has a TERO tax or fee in effect, a no cost monitoring agreement shall be entered into.
- K. In cases where the local tribal government does not have a TERO ordinance in Effect, and the tribe does not want to provide services to monitor the Section 7(b) preference compliance, the BIA Agency Office Employment Assistance Officer (or another person designated by the Contracting Officer) shall serve as the contract administrator will actively and vigorously monitor the contractor's/subcontractor's compliance with the Section 7(b) preference requirements. Monitoring will include the following minimum steps:
  - (1) Periodic on-site visits; and
  - (2) Review and analysis of periodic progress and final reports submitted by the contractor; and
  - (3) Review of the contractor's/subcontractor's payroll records to verify the use of Indian/Alaska Native employees consistent with the Section 7(b) preference requirements; and
  - (4) Inform Indian/Alaska Native persons about their rights under these procedures and of the complaint procedure; and
  - (5) Inform local Indian/Alaska Native persons and other Indian/Alaska

Native communities of the employment opportunities available on the project, and of the Section 7(b) preference requirements that apply.

- L. The use of the Bureau's administrative procedures by the Contracting Officer for contractor non-compliance in no way prevents the TERO Director from processing an identical complaint, or from independently imposing sanctions in accordance with the local TERO ordinances. However, the Contracting Officer's Representative will seek to combine investigations with the TERO Director to reduce the burden on all parties and avoid duplication.
  - (1) Where no TERO exists, all complaints and/or violations of these procedures (As outlined) will first be brought to the attention of the Contracting Officer's Representative who will attempt to resolve the complaint/violation informally. If that fails, the Contracting Officer will attempt to process the complaint and issue a decision before any irreparable damage occurs. If necessary, the Contracting Officer's Representative and the Contracting Officer shall conduct a joint investigation; and
  - (2) The Contracting Officer may instruct a party to delay taking an action that will cause irreparable damage prior to completion of the complaint review process.
- M. The use, or non-use, of sanctions by the Contracting Officer in any way prevents the local TERO Director from imposing independent sanctions in accordance with the local tribal TERO ordinance. Upon recommendation of the Contracting Officer's Representative, any or all of the following sanctions may be imposed by the Contracting Officer for violation of the Section 7(b) preference requirements.
  - (1) Suspension or termination of the contract;
  - (2) Implement debarment procedures.
- N. Union compliance with Indian/Alaska Native preference requirements on reservation work projects will be in accordance with the local TERO ordinance.
  - (1) Where a TERO ordinance does not exist, all contractors and subcontractors who have collective bargaining agreements with any union organization are responsible for union compliance with regards to Indian/Alaska Native preference to qualified persons in the referrals of job applicants to the contractor/subcontractors. Specifically, as long as there is a qualified Indian/Alaska Native person on any of the referral lists maintained by the union, the Contracting Offer or the tribe, that Indian/Alaska Native person will be referred before any non-Indian person is referred, even if the non-Indian person is on a preferred referral list.
  - (2) The contractor/subcontractor may not request a non-Indian person by name as long as there is a qualified Indian/Alaska Native person on any of the lists.

(3) No work on the scheduled project will begin until these written agreements are made; or, the contractor makes substitute agreements that, in the judgment of the Contracting Officer in consultation with the TERO Director, provide satisfactorily for implementation of the Section 7(b) preference requirements.

- O. Copies of this Instruction are to be made available to all Warrant System Contracting Officers, as well as to all program managers at Area/Agency Offices.
- P. Central Office Code 512 shall copy Area and Agency Office education supervisors, post-secondary institutions, and Bureau-funded Community that are recipients of funds under Bureau contract/subcontracts shall comply with the provisions of Ref. (1), (3), (5) and this instruction.

7. Additional Actions-Buy Indian Contracts:

- A. If the Contracting Officer has reason to believe that there will be no (or too few) Indian/Alaska Native firms qualified to perform the proposed project, the Contracting Officer shall consult with the relevant Bureau and Tribal programs office to determine if the contract can be divided into several smaller contracts. If doing so is programmatically feasible, the project will be so divided, unless it is determined that doing so will cause the total project cost to be unreasonably increased. "Reasonableness" will be determined by the cognizant Area Director after considering the recommendation of the relevant staff offices.
- B. In order to determine the reasonableness of all offers, the initiating program office shall provide the Contracting Officer with a government estimate.
- C. If offers received exceed the government estimate, the Contracting Officer shall advise each responsive, responsible Indian/Alaska Native bidder(s) that they exceed the estimate. The Contracting Officer shall then attempt to negotiate a fair and reasonable offer with the lowest, responsive bidder in accordance with 45 CFR 15.214.
- D. If only one Indian/Alaska Native offeror submits a bid and that bid exceeds the government estimate, the Contracting Officer shall advise the offeror that the offer was too high and will attempt to negotiate a fair and reasonable offer.
- E. If, under C and D above, the Indian/Alaska Native offeror will not negotiate a fair and reasonable price, the Contracting Officer shall cancel the solicitation and follow normal procurement procedures. The opening of the solicitation to non-Indians shall be done only after a good faith effort is made to negotiate a lower offer with the Indian offeror and the effort has failed. The Contracting Officer, after full consultation with the TERO Director/tribal representative, will determine a "good faith effort."
- F. If there are no Indian/Alaska Native offerors, or none who have reached a reasonable negotiated offer, the solicitation will be cancelled and normal procurement procedures shall be followed.

8. Reports:

- A. Appropriate contract clauses will be developed by the Contracting and Grants Administration Staff (Central Office) and made available to Bureau Contract Offices.
- B. A new report form will be developed to monitor the Bureau's compliance with Section 7(b) of Ref. (1) and will be included in AMS Handbook No. 2. The report shall be submitted to Contracting and Grants Administration Staff (Central Offices) within thirty (30) calendar days after the completion of the project.



IN REPLY LETTER TO  
Contracting and Grants  
Administrative Staff

United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
WASHINGTON, D.C. 20215

August 17 1984

ACQUISITION AND ASSISTANCE AGREEMENT INSTRUCTION 84-1A

- TO: (1) All Area Directors  
(4) Central Office Directors (Codes 200,300,400,500,600)  
(5) Central Office Codes: 105, 660A, 700, 800, 880A, 882
- FROM: Deputy Assistant Secretary – Indian Affairs (Operations)
- SUBJECT: Amendment to No. 84-1, Preference Status for Indian/Alaska Native Persons and Economic Enterprises as Bureau Contractors
1. Purpose. To amend and correct Acquisition and Assistance Agreement Instruction 84-1 (dtd. June 19, 1984).
  2. Correction. Under item 6 – Action – paragraph A, delete “regardless of award authority.” Insert “except those contracts issued and awarded pursuant to Title I and to Indian Tribes and Indian Organizations under Title II of Pub. L. 93-638 (25 U.S.C. 450 et. seq., and 25 U.S. 455 et. seq. respectively).”

Item 6B(1) is revised to read as follows”

“A written notification that a Tribal TERO ordinance and/or tax is in effect; the percentage figure of the tax and the legal requirement of the contractor to pay such tax. Whenever feasible, a copy of the ordinance shall be included in the solicitation package or a statement identifying where a copy may be obtained; and”

Under item 6E(4), change the reference from 6H(3) to 6I(3).

Item 6F is revised to read as follows:

“Failure to submit an acceptable Section 7(b) subcontracting plan shall render the offeror non-responsive. Award of a contract as a result of an unrestricted formally advertised solicitation shall be made to the lowest bidder with an acceptable plan. Otherwise, negotiations may be conducted with the most technically acceptable and/or lowest offeror.”

Item 7C revised to read as follows:

"If offers received exceed the government estimate and are not considered to be fair and reasonable by the Contracting Officer, the Contracting Officer shall advise each responsive, responsible Indian/Alaska Native to negotiate a fair and reasonable offer with the lowest, responsive, responsible bidder. Prior to such negotiation, the Contracting Officer shall prepare an appropriate Determination and Findings setting for the reasons why the initial offer(s) was not considered fair and reasonable."

3. Action. Each holder of the Instruction Series should take appropriate steps to effect these changes. Central Office Code 512 shall provide copies to field Education Supervisors and to post-secondary institutions.

A handwritten signature in black ink, appearing to be "JL 277" with a long, sweeping underline.



## **TITLE VII – CIVIL RIGHTS ACT OF 1964 (AS AMENDED)**

### **1. Objectives – General Provisions:**

- A. Title VII prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, and other aspects of employment on the basis of race, color, religion, sex, or national origin.
- B. In 1978, Title VII was amended to include the Pregnancy Discrimination Act, which requires employers to treat pregnancy and pregnancy-related medical conditions the same as any other medical disability in the administration of employment practices and employee health benefits.

### **2. Specific Coverage of Indian Preference Under Title VII:**

Title VII, Section 703 (i) states:

“Nothing contained in this Title shall apply to any businesses or enterprise on or near an Indian reservation with respect to any publicly announced employment practice of such business enterprise under which preferential treatment is given to any individual because he is an Indian.”

### **3. Coverage:**

- A. Employment discrimination by any of the groups having 15 or more employees is prohibited:
  - Private employers
  - State and local governments
  - Educational institutions
  - Labor organizations
- B. Employment discrimination by any of these groups is also prohibited:
  - The federal government
  - Private and public employment agencies
  - Joint labor management committees for apprenticeship and training

**PART K**

**SAMPLE – WORK PERMIT**



**Puyallup Tribe Of Indians  
Tribal Employment Rights Office  
TERO  
253-573-7846  
Work Permit**

This document is certification that the named employer stated below contacted the Tribal Employment Rights Office (TERO). The TERO was not able to locate an Indian Preference client for the craft/position requested.

Your employee has been cleared through the TERO office for employment on the project listed below which is located within the boundaries of the Puyallup Indian Reservation. The position this individual has been cleared to work is stated below. If and when this permit expires please contact the TERO Office immediately.

**StartDate:** 2/11/2015 **Project Title** I5 WSDOT Project

**Company Name** Hamilton Construction

**First Name** C **Last Name:** A

**Position:** Field Engineer

**Clearance Duration** 60 Days

**Reason of Approval:** Unfillable

**TERO Approval:**

**Comments:**

**PART IV**

**FEDERAL WAGE RATES**

"General Decision Number: WA20230001 12/22/2023  
 Superseded General Decision Number: WA20220001  
 State: Washington  
 Construction Type: Highway  
 Counties: Washington Statewide.  
 HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin  
 Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered   into on or after January 30,   2022, or the contract is   renewed or extended (e.g., an   option is exercised) on or   after January 30, 2022:             	. Executive Order 14026   generally applies to the   contract.   . The contractor must pay   all covered workers at   least \$16.20 per hour (or   the applicable wage rate   listed on this wage   determination, if it is   higher) for all hours   spent performing on the   contract in 2023. 
If the contract was awarded on   or between January 1, 2015 and   January 29, 2022, and the   contract is not renewed or   extended on or after January   30, 2022:             	. Executive Order 13658   generally applies to the   contract.   . The contractor must pay all   covered workers at least   \$12.15 per hour (or the   applicable wage rate listed   on this wage determination,   if it is higher) for all   hours spent performing on   that contract in 2023. 

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023
2	08/25/2023
3	09/01/2023
4	10/13/2023
5	11/03/2023
6	11/24/2023
<b>7</b>	<b>12/22/2023</b>

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT, 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 WAHAKIACUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIERS.....	\$ 44.97	16.87

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET  
 101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET  
 151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85  
 Zone 3 - 1.25  
 Zone 4 - 1.70  
 Zone 5 - 2.00  
 Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE 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

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 CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 49.18	19.01
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

## Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT  
AND 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

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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 &amp; DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting,  
placing collars, setting, welding, or creosote treated  
material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet



GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$2.00 per foot
101-150 feet	\$3.00 per foot
151-220 feet	\$4.00 per foot
221 feet and deeper	\$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet	Free
26-300 feet	\$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

## HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:  
CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL  
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$ .70/hour
Over 45 radius miles	\$1.50/hour

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ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 76.99	28.60
ELECTRICIAN.....	\$ 69.99	28.39

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\* ELEC0048-003 01/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and  
Astoria

Zone Pay:

Zone 1: 31-50 miles \$1.50/hour  
Zone 2: 51-70 miles \$3.50/hour  
Zone 3: 71-90 miles \$5.50/hour  
Zone 4: Beyond 90 miles \$9.00/hour

\*These are not miles driven. Zones are based on Delorme  
Street Atlas USA 2006 plus.

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ELEC0048-029 01/01/2023

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

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ELEC0073-001 07/01/2022

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN  
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 41.30	20.09

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ELEC0076-002 08/31/2023

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON  
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 62.79	25.09
ELECTRICIAN.....	\$ 57.08	24.92

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ELEC0112-005 06/01/2022

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA  
WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

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 ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 53.20	27.51

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ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

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ENGI0302-003 06/01/2022

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 54.20	24.47
Group 1AA.....	\$ 54.98	24.47
Group 1AAA.....	\$ 55.78	24.47
Group 1.....	\$ 53.40	24.47
Group 2.....	\$ 52.72	24.47
Group 3.....	\$ 52.12	24.47
Group 4.....	\$ 48.78	24.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom  
 (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant 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, Barber 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.

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ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN),  
COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY,  
FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH  
MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN  
AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

#### ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.76	20.65
GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;  
Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumora, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator



GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

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.

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 ENGI0612-001 06/01/2023

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 56.08	25.07
GROUP 1AA.....	\$ 56.89	25.07
GROUP 1AAA.....	\$ 57.70	25.07
GROUP 1.....	\$ 55.26	25.07
GROUP 2.....	\$ 54.55	25.07
GROUP 3.....	\$ 53.94	25.07
GROUP 4.....	\$ 50.50	25.07

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom  
(including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom  
(including jib with attachments; Tower crane over 175 ft in  
height, base to boom)

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
(including jib with attachments); Crane-overhead, bridge  
type, 100 tons and over; Tower crane up to 175 ft in height  
base to boom; Loaders-overhead, 8 yards and over; Shovels,  
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft  
of boom (including jib with attachments); Crane-overhead,  
bridge type, 45 tons thru 99 tons; Derricks on building  
work; Excavator, shovel, backhoes over 3 yards and under 6  
yards; Hard tail end dump articulating off-road equipment  
45 yards and over; Loader- overhead, 6 yards to, but not  
including, 8 yards; Mucking machine, mole, tunnel, drill  
and/or shield; Quad 9 HD 41, D-10; Remote control operator  
on rubber tired earth moving equipment; Rollagon; Scrapers-  
self-propelled 45 yards and over; Slipform pavers;  
Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-  
concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with  
attachments; Crane-Overhead, bridge type, 20 tons through  
44 tons; Chipper; Concrete pump-truck mount with boom  
attachment; Crusher; Deck engineer/deck winches (power);  
Drilling machine; Excavator, shovel, backhoe-3 yards and  
under; Finishing machine, Bidwell, Gamaco and similar  
equipment; Guardrail punch; Loaders, overhead under 6  
yards; Loaders-plant feed; Locomotives-all; Mechanics- all;  
Mixers, asphalt plant; Motor patrol graders, finishing;  
Piledriver (other than crane mount); Roto-mill, roto-  
grinder; Screedman, spreader, topside operator-Blaw Knox,  
Cedar Rapids, Jaeger, Caterpillar, Barber 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.

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 ENGI0612-012 06/01/2023

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 54.85	25.07
GROUP 1AA.....	\$ 55.67	25.07
GROUP 1AAA.....	\$ 56.45	25.07
GROUP 1.....	\$ 54.05	25.07
GROUP 2.....	\$ 53.36	25.07
GROUP 3.....	\$ 52.75	25.07
GROUP 4.....	\$ 49.36	25.07

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom  
 (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom  
 (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom  
 (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, 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.

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ENGI0701-002 01/01/2022

CLARK, COWLITZ, KLINKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 51.65	16.35
GROUP 1A.....	\$ 53.81	16.35
GROUP 1B.....	\$ 55.97	16.35
GROUP 2.....	\$ 49.74	16.35
GROUP 3.....	\$ 48.59	16.35
GROUP 4.....	\$ 45.26	16.35
GROUP 5.....	\$ 44.02	16.35
GROUP 6.....	\$ 40.80	16.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

##### Group 1

Concrete Batch Plant and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

##### Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius



## Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

## Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

## Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

## Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

## Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

## Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 01/02/2023

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,  
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,  
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0029-002 01/02/2023

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHKAUKUM  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.27	32.57

IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 37.11	31.57

IRON0086-004 01/02/2023

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,  
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 50.90	32.57

LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1.....	\$ 30.88	15.60
GROUP 2.....	\$ 33.72	15.60
GROUP 3.....	\$ 34.03	15.60
GROUP 4.....	\$ 34.33	15.60
GROUP 5.....	\$ 34.64	15.60
LABORER (A-2)		
GROUP 1.....	\$ 33.88	15.60
GROUP 2.....	\$ 36.72	15.60
GROUP 3.....	\$ 37.03	15.60
GROUP 4.....	\$ 37.33	15.60
GROUP 5.....	\$ 37.64	15.60

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

#### LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder; Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on raises and shafts)

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LABO0238-006 06/01/2023

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON,  
CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT,  
LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA,  
WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 34.97	15.60

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LABO0242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall

ZONE 3 - More than 45 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

## 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

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LABO0252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC  
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall

ZONE 3 - More than 45 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

#### LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window  
Washer/Cleaner (detail clean-up, such as but not limited to  
cleaning floors, ceilings, walls, windows, etc., prior to  
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;  
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall

ZONE 3 - More than 45 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window  
Washer/Cleaner (detail clean-up, such as but not limited to  
cleaning floors, ceilings, walls, windows, etc., prior to  
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;  
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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LABO0335-001 06/01/2022

CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE  
MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY  
WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the  
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the  
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the  
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

#### LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch  
Weighman; Broomers; Brush Burners and Cutters; Car and  
Truck Loaders; Carpenter Tender; Change-House Man or Dry  
Shack Man; Choker Setter; Clean-up Laborers; Curing,  
Concrete; Demolition, Wrecking and Moving Laborers;  
Dumpers, road oiling crew; Dumpmen (for grading crew);  
Elevator Feeders; Median Rail Reference Post, Guide Post,  
Right of Way Marker; Fine Graders; Fire Watch; Form  
Strippers (not swinging stages); General Laborers;  
Hazardous Waste Worker; Leverman or Aggregate Spreader  
(Flaherty and similar types); Loading Spotters; Material  
Yard Man (including electrical); Pittsburgh Chipper  
Operator or Similar Types; Railroad Track Laborers; Ribbon  
Setters (including steel forms); Rip Rap Man (hand placed);  
Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers;  
Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring;  
Timber Faller and Bucker (hand labor); Toolroom Man (at job  
site); Tunnel Bullgang (above ground); Weight-Man- Crusher  
(aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunitite Nozzleman Tender; Gunitite 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; Gunitite Nozzleman; High Scalars, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

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LABO0335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

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LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA  
COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,  
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.  
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the  
respective city hall

ZONE 3 - More than 45 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective  
city hall

ZONE 2 - More than 25 radius miles from the respective city  
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

#### LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window  
Washer/Cleaner (detail clean-up, such as but not limited to  
cleaning floors, ceilings, walls, windows, etc., prior to  
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;  
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

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PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),  
SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

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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

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\* 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.

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\* PAIN0055-003 07/01/2023

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM  
COUNTIES

	Rates	Fringes
<b>PAINTER</b>		
Brush & Roller.....	\$ 35.45	14.92
Spray and Sandblasting.....	\$ 35.45	14.92

All high work over 60 ft. = base rate + \$0.75

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PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 48.17	16.00

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PLAS0072-004 06/01/2023

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,  
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND  
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA  
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1.....	\$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee

Zone 1: 0 - 45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2023

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,  
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,  
SNOHOMISH, THURSTON, WAHAKIUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON.....	\$ 52.10	20.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 52.60	20.27
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 52.60	20.27

PLAS0555-002 06/01/2023

CLARK, KICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 45.06	19.95
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 44.19	19.95
CEMENT MASONS.....	\$ 43.33	19.95
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65  
Zone 3 - 1.15  
Zone 4 - 1.70  
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,  
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall  
ZONE 2: More than 30 miles but less than 40 miles from the  
respective city hall.  
ZONE 3: More than 40 miles but less than 50 miles from the  
respective city hall.  
ZONE 4: More than 50 miles but less than 80 miles from the  
respective city hall.  
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

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\* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

#### HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,  
FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND  
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA  
COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40
GROUP 8.....	\$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office



## 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

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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**PART V**

**STATE PREVAILING  
WAGE RATES**

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

### Washington State Prevailing Wage

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

#### Journey Level Prevailing Wage Rates for the Effective Date: 12/20/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Pierce	<a href="#">Asbestos Abatement Workers</a>	Journey Level	\$59.07	<u>5D</u>	<u>1H</u>		<a href="#">View</a>
Pierce	<a href="#">Boilermakers</a>	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		<a href="#">View</a>
Pierce	<a href="#">Brick Mason</a>	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
Pierce	<a href="#">Brick Mason</a>	Pointer-Caulker-Cleaner	\$69.07	<u>7E</u>	<u>1N</u>		<a href="#">View</a>
Pierce	<a href="#">Building Service Employees</a>	Janitor	\$22.29	<u>5S</u>	<u>2F</u>		<a href="#">View</a>
Pierce	<a href="#">Building Service Employees</a>	Traveling Waxer / Shampooer	\$23.24	<u>5S</u>	<u>2F</u>		<a href="#">View</a>
Pierce	<a href="#">Building Service Employees</a>	Window Cleaner (High Time)	\$31.24	<u>5S</u>	<u>2F</u>		<a href="#">View</a>
Pierce	<a href="#">Building Service Employees</a>	Window Cleaner (Non-High Time)	\$29.74	<u>5S</u>	<u>2F</u>		<a href="#">View</a>
Pierce	<a href="#">Cabinet Makers (In Shop)</a>	Journey Level	\$28.36		<u>1</u>		<a href="#">View</a>
Pierce	<a href="#">Carpenters</a>	Acoustical Worker	\$74.96	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Pierce	<a href="#">Carpenters</a>	Bridge, Dock And Wharf Carpenters	\$74.96	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Pierce	<a href="#">Carpenters</a>	Floor Layer & Floor Finisher	\$74.96	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Pierce	<a href="#">Carpenters</a>	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Pierce	<a href="#">Carpenters</a>	Scaffold Erector	\$74.96	<u>15J</u>	<u>4C</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Application of all Composition Mastic	\$72.87	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Application of all Epoxy Material	\$72.37	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Application of all Plastic Material	\$72.87	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Application of Sealing Compound	\$72.37	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Application of Underlayment	\$72.87	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Building General	\$72.37	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Composition or Kalman Floors	\$72.87	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Concrete Paving	\$72.37	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Curb & Gutter Machine	\$72.87	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Curb & Gutter, Sidewalks	\$72.37	<u>15J</u>	<u>4U</u>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Curing Concrete	\$72.37	<u>15J</u>	<u>4U</u>		<a href="#">View</a>

Pierce	<a href="#">Cement Masons</a>	Finish Colored Concrete	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Floor Grinding	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Floor Grinding/Polisher	\$72.37	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Green Concrete Saw, self-powered	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Grouting of all Plates	\$72.37	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Grouting of all Tilt-up Panels	\$72.37	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Guniting Nozzleman	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Hand Powered Grinder	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Journey Level	\$72.37	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Patching Concrete	\$72.37	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Pneumatic Power Tools	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Power Chipping & Brushing	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Sand Blasting Architectural Finish	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Screed & Rodding Machine	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Spackling or Skim Coat Concrete	\$72.37	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Troweling Machine Operator	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Troweling Machine Operator on Colored Slabs	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Cement Masons</a>	Tunnel Workers	\$72.87	<a href="#">15J</a>	<a href="#">4U</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Dive Supervisor/Master	\$93.94	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Diver	\$129.71	<a href="#">15J</a>	<a href="#">4C</a>	<a href="#">8V</a>	<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Diver On Standby	\$88.94	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Diver Tender	\$80.82	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 70.01 -	\$118.76	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>



		72.00 PSI					
Pierce	<a href="#">Divers &amp; Tenders</a>	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Manifold Operator	\$80.82	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Manifold Operator Mixed Gas	\$85.82	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Operator/Technician	\$80.82	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Divers &amp; Tenders</a>	Remote Operated Vehicle Tender	\$75.41	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Dredge Workers</a>	Assistant Engineer	\$79.62	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Pierce	<a href="#">Dredge Workers</a>	Assistant Mate (Deckhand)	\$79.01	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Pierce	<a href="#">Dredge Workers</a>	Boatmen	\$79.62	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Pierce	<a href="#">Dredge Workers</a>	Engineer Welder	\$81.15	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Pierce	<a href="#">Dredge Workers</a>	Leverman, Hydraulic	\$82.77	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Pierce	<a href="#">Dredge Workers</a>	Mates	\$79.62	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Pierce	<a href="#">Dredge Workers</a>	Oiler	\$79.01	<a href="#">5D</a>	<a href="#">3F</a>		<a href="#">View</a>
Pierce	<a href="#">Drywall Applicator</a>	Journey Level	\$74.96	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Drywall Tapers</a>	Journey Level	\$74.50	<a href="#">5P</a>	<a href="#">1E</a>		<a href="#">View</a>
Pierce	<a href="#">Electrical Fixture Maintenance Workers</a>	Journey Level	\$17.76		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Inside</a>	Cable Splicer	\$88.45	<a href="#">5C</a>	<a href="#">1G</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Inside</a>	Journey Level	\$82.57	<a href="#">5C</a>	<a href="#">1G</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Inside</a>	Lead Covered Cable Splicer	\$94.34	<a href="#">5C</a>	<a href="#">1G</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Inside</a>	Welder	\$88.45	<a href="#">5C</a>	<a href="#">1G</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Motor Shop</a>	Craftsman	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Motor Shop</a>	Journey Level	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Powerline Construction</a>	Cable Splicer	\$93.00	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Powerline Construction</a>	Certified Line Welder	\$85.42	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Powerline Construction</a>	Groundperson	\$55.27	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Powerline Construction</a>	Heavy Line Equipment Operator	\$85.42	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Powerline Construction</a>	Journey Level Lineperson	\$85.42	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Powerline Construction</a>	Line Equipment Operator	\$73.35	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Powerline Construction</a>	Meter Installer	\$55.27	<a href="#">5A</a>	<a href="#">4D</a>	<a href="#">8W</a>	<a href="#">View</a>
Pierce	<a href="#">Electricians - Powerline Construction</a>	Pole Sprayer	\$85.42	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Pierce	<a href="#">Electricians - Powerline Construction</a>	Powderperson	\$63.50	<a href="#">5A</a>	<a href="#">4D</a>		<a href="#">View</a>
Pierce	<a href="#">Electronic Technicians</a>	Journey Level	\$53.46	<a href="#">6Z</a>	<a href="#">1B</a>		<a href="#">View</a>
Pierce	<a href="#">Elevator Constructors</a>	Mechanic	\$107.49	<a href="#">7D</a>	<a href="#">4A</a>		<a href="#">View</a>
Pierce	<a href="#">Elevator Constructors</a>	Mechanic In Charge	\$116.13	<a href="#">7D</a>	<a href="#">4A</a>		<a href="#">View</a>
Pierce	<a href="#">Fabricated Precast Concrete Products</a>	Journey Level	\$15.74		<a href="#">1</a>		<a href="#">View</a>

Pierce	<a href="#">Fence Erectors</a>	Fence Erector	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Fence Erectors</a>	Fence Laborer	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Flaggers</a>	Journey Level	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Glaziers</a>	Journey Level	\$79.16	<a href="#">7L</a>	<a href="#">1Y</a>		<a href="#">View</a>
Pierce	<a href="#">Heat &amp; Frost Insulators And Asbestos Workers</a>	Journey Level	\$87.15	<a href="#">15H</a>	<a href="#">11C</a>		<a href="#">View</a>
Pierce	<a href="#">Heating Equipment Mechanics</a>	Journey Level	\$96.42	<a href="#">7F</a>	<a href="#">1E</a>		<a href="#">View</a>
Pierce	<a href="#">Hod Carriers &amp; Mason Tenders</a>	Journey Level	\$62.49	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Industrial Power Vacuum Cleaner</a>	Journey Level	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Inland Boatmen</a>	Boat Operator	\$61.41	<a href="#">5B</a>	<a href="#">1K</a>		<a href="#">View</a>
Pierce	<a href="#">Inland Boatmen</a>	Cook	\$56.48	<a href="#">5B</a>	<a href="#">1K</a>		<a href="#">View</a>
Pierce	<a href="#">Inland Boatmen</a>	Deckhand	\$57.48	<a href="#">5B</a>	<a href="#">1K</a>		<a href="#">View</a>
Pierce	<a href="#">Inland Boatmen</a>	Deckhand Engineer	\$58.81	<a href="#">5B</a>	<a href="#">1K</a>		<a href="#">View</a>
Pierce	<a href="#">Inland Boatmen</a>	Launch Operator	\$58.89	<a href="#">5B</a>	<a href="#">1K</a>		<a href="#">View</a>
Pierce	<a href="#">Inland Boatmen</a>	Mate	\$57.31	<a href="#">5B</a>	<a href="#">1K</a>		<a href="#">View</a>
Pierce	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Cleaner Operator, Foamer Operator	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Grout Truck Operator	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Head Operator	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Technician	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</a>	Tv Truck Operator	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Insulation Applicators</a>	Journey Level	\$74.96	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Ironworkers</a>	Journeyman	\$85.80	<a href="#">15K</a>	<a href="#">11N</a>		<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Air, Gas Or Electric Vibrating Screed	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Airtrac Drill Operator	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Ballast Regular Machine	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Batch Weighman	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Brick Pavers	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Brush Cutter	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Brush Hog Feeder	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Burner	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Caisson Worker	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Carpenter Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Cement Dumper-paving	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Cement Finisher Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Change House Or Dry Shack	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Chipping Gun (30 Lbs. And Over)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Chipping Gun (Under 30 Lbs.)	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Pierce	<a href="#">Laborers</a>	Choker Setter	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Chuck Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Clary Power Spreader	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Clean-up Laborer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Concrete Dumper/Chute Operator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Concrete Form Stripper	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Concrete Placement Crew	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Concrete Saw Operator/Core Driller	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Crusher Feeder	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Curing Laborer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Ditch Digger	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Diver	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Drill Operator (Hydraulic, Diamond)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Dry Stack Walls	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Dump Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Epoxy Technician	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Erosion Control Worker	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Faller & Bucker Chain Saw	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Fine Graders	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Firewatch	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Form Setter	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Gabian Basket Builders	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	General Laborer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Grade Checker & Transit Person	\$62.49	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Grinders	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Grout Machine Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Groutmen (Pressure) Including Post Tension Beams	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Guardrail Erector	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Hazardous Waste Worker (Level A)	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Hazardous Waste Worker (Level B)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Hazardous Waste Worker (Level C)	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	High Scaler	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Jackhammer	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Laserbeam Operator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Maintenance Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Manhole Builder-Mudman	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Material Yard Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Mold Abatement Worker	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Motorman-Dinky Locomotive	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Pierce	<a href="#">Laborers</a>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Pavement Breaker	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Pilot Car	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Pipe Layer (Lead)	\$62.49	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Pipe Layer/Tailor	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Pipe Pot Tender	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Pipe Reliner	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Pipe Wrapper	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Pot Tender	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Powderman	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Powderman's Helper	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Power Jacks	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Railroad Spike Puller - Power	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Raker - Asphalt	\$62.49	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Re-timberman	\$60.90	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Remote Equipment Operator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Rigger/Signal Person	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Rip Rap Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Rivet Buster	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Rodder	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Scaffold Erector	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Scale Person	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Sloper (Over 20")	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Sloper Sprayer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Spreader (Concrete)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Stake Hopper	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Stock Piler	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Swinging Stage/Boatswain Chair	\$50.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tamper (Multiple & Self-propelled)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Toolroom Person (at Jobsite)	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Topper	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Track Laborer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Track Liner (Power)	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Traffic Control Laborer	\$53.54	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9C</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Traffic Control Supervisor	\$56.73	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9C</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Truck Spotter	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tugger Operator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>

Pierce	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">9B</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Guage and Lock Tender	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Tunnel Work-Miner	\$62.59	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Vibrator	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Vinyl Seamer	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Watchman	\$45.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Welder	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Well Point Laborer	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers</a>	Window Washer/Cleaner	\$45.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers - Underground Sewer &amp; Water</a>	General Laborer & Topman	\$59.07	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Laborers - Underground Sewer &amp; Water</a>	Pipe Layer	\$60.15	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Landscape Construction</a>	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	<a href="#">15J</a>	<a href="#">11P</a>	<a href="#">8Y</a>	<a href="#">View</a>
Pierce	<a href="#">Landscape Construction</a>	Landscape Operator	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Landscape Maintenance</a>	Groundskeeper	\$17.07		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Lathers</a>	Journey Level	\$74.96	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Marble Setters</a>	Journey Level	\$69.07	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Pierce	<a href="#">Metal Fabrication (In Shop)</a>	Fitter	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Metal Fabrication (In Shop)</a>	Laborer	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Metal Fabrication (In Shop)</a>	Machine Operator	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Metal Fabrication (In Shop)</a>	Welder	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Millwright</a>	Journey Level	\$76.51	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Modular Buildings</a>	Journey Level	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Painters</a>	Journey Level	\$51.71	<a href="#">6Z</a>	<a href="#">11J</a>		<a href="#">View</a>
Pierce	<a href="#">Pile Driver</a>	Crew Tender	\$80.82	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Pile Driver</a>	Journey Level	\$75.41	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Plasterers</a>	Journey Level	\$70.91	<a href="#">7Q</a>	<a href="#">1R</a>		<a href="#">View</a>
Pierce	<a href="#">Plasterers</a>	Nozzleman	\$74.91	<a href="#">7Q</a>	<a href="#">1R</a>		<a href="#">View</a>

Pierce	<a href="#">Playground &amp; Park Equipment Installers</a>	Journey Level	\$15.74		1		<a href="#">View</a>
Pierce	<a href="#">Plumbers &amp; Pipefitters</a>	Journey Level	\$85.72	<a href="#">5A</a>	<a href="#">1G</a>		<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operator	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Assistant Engineer	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Barrier Machine (zipper)	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Batch Plant Operator: Concrete	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Bobcat	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Brokk - Remote Demolition Equipment	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Brooms	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Bump Cutter	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cableways	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Chipper	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Compressor	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Concrete Finish Machine -laser Screed	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Conveyors	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cranes Friction: 200 tons and over	\$86.48	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cranes, A-frame: 10 tons and under	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cranes: 20 tons through 44 tons with attachments	\$83.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cranes: Friction cranes through 199 tons	\$85.66	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>



Pierce	<a href="#">Power Equipment Operators</a>	Crusher	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Deck Engineer/deck Winches (power)	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Derricks: on building work	\$83.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Dozers D-9 & Under	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Drilling Machine	\$81.15	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Elevator and man-lift: permanent and shaft type	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Forklift: 3000 lbs and over with attachments	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Forklifts: under 3000 lbs. with attachments	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Gradechecker/stakeman	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Guardrail punch/Auger	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Locator	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Horizontal/directional Drill Operator	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Hydralifts/boom trucks: 10 tons and under	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Hydralifts/boom trucks: over 10 tons	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Loader, Overhead 8 Yards. & Over	\$81.15	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Loaders, Overhead Under 6 Yards	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Loaders, Plant Feed	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Loaders: Elevating Type Belt	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Locomotives, All	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Material Transfer Device	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$84.77	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Motor patrol graders	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Oil Distributors, Blower Distribution & Mulch Seeding	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

		Operator					
Pierce	<a href="#">Power Equipment Operators</a>	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 100 tons and over	\$84.77	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Overhead, bridge type: 45 tons through 99 tons	\$83.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Pavement Breaker	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Pile Driver (other Than Crane Mount)	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Plant Oiler - Asphalt, Crusher	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Posthole Digger, Mechanical	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Power Plant	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Pumps - Water	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Quad 9, HD 41, D10 And Over	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Quick Tower: no cab, under 100 feet in height based to boom	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Rigger and Bellman	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Rigger/Signal Person, Bellman(Certified)	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Rollagon	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Roller, Other Than Plant Mix	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Roller, Plant Mix Or Multi-lift Materials	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Roto-mill, Roto-grinder	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Saws - Concrete	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Scraper, Self Propelled Under 45 Yards	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Scrapers - Concrete & Carry All	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Scrapers, Self-propelled: 45 Yards And Over	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Service Engineers: equipment	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Shotcrete/gunite Equipment	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$81.15	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$81.96	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>



Pierce	<a href="#">Power Equipment Operators</a>	Slipform Pavers	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Spreader, Topsider & Screedman	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Subgrader Trimmer	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Tower Bucket Elevators	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Tower crane: up to 175' in height base to boom	\$84.77	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Tower Cranes: over 250' in height from base to boom.	\$86.48	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Transporters, All Track Or Truck Type	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Trenching Machines	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Truck crane oiler/driver: under 100 tons	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Truck Mount Portable Conveyor	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Welder	\$83.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Wheel Tractors, Farmall Type	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators</a>	Yo Yo Pay Dozer	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Asphalt Plant Operator	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Assistant Engineer	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Barrier Machine (zipper)	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Batch Plant Operator: Concrete	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bobcat	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brokk - Remote Demolition Equipment	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Brooms	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Bump Cutter	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cableways	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Chipper	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Compressor	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Finish Machine -laser Screed	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Conveyors	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes Friction: 200 tons and over	\$86.48	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes, A-frame: 10 tons and under	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 20 tons through 44 tons with attachments	\$83.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: Friction cranes through 199 tons	\$85.66	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Crusher	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Deck Engineer/deck Winches (power)	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Derricks: on building work	\$83.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Dozers D-9 & Under	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Drilling Machine	\$81.15	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Elevator and man-lift: permanent and shaft type	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklift: 3000 lbs and over with attachments	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Forklifts: under 3000 lbs. with attachments	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>

Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Gradechecker/stakeman	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Guardrail punch/Auger	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/directional Drill Locator	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Horizontal/directional Drill Operator	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: 10 tons and under	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Hydralifts/boom trucks: over 10 tons	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loader, Overhead 8 Yards. & Over	\$81.15	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Overhead Under 6 Yards	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders, Plant Feed	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Loaders: Elevating Type Belt	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Locomotives, All	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Material Transfer Device	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$84.77	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Motor patrol graders	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 100 tons and over	\$84.77	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Overhead, bridge type: 45 tons through 99 tons	\$83.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>

Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pavement Breaker	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pile Driver (other Than Crane Mount)	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Plant Oiler - Asphalt, Crusher	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Posthole Digger, Mechanical	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Power Plant	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Pumps - Water	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quad 9, HD 41, D10 And Over	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Quick Tower: no cab, under 100 feet in height based to boom	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger and Bellman	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rigger/Signal Person, Bellman(Certified)	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Rollagon	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Other Than Plant Mix	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roller, Plant Mix Or Multi-lift Materials	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Roto-mill, Roto-grinder	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Saws - Concrete	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scraper, Self Propelled Under 45 Yards	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers - Concrete & Carry All	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Scrapers, Self-propelled: 45 Yards And Over	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Service Engineers: equipment	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shotcrete/gunite Equipment	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90	\$81.15	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>

		Metric Tons					
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Slipform Pavers	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Spreader, Topsider & Screedman	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Subgrader Trimmer	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Bucket Elevators	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower crane: up to 175' in height base to boom	\$84.77	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Tower Cranes: over 250' in height from base to boom.	\$86.48	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Transporters, All Track Or Truck Type	\$80.33	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Trenching Machines	\$79.01	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck crane oiler/driver: under 100 tons	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Truck Mount Portable Conveyor	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Welder	\$83.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Wheel Tractors, Farmall Type	\$75.57	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Equipment Operators-Underground Sewer &amp; Water</a>	Yo Yo Pay Dozer	\$79.62	<a href="#">15J</a>	<a href="#">3K</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Power Line Clearance Tree Trimmers</a>	Journey Level In Charge	\$57.22	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Pierce	<a href="#">Power Line Clearance Tree Trimmers</a>	Spray Person	\$54.32	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Pierce	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Equipment Operator	\$57.22	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Pierce	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer	\$51.18	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Pierce	<a href="#">Power Line Clearance Tree Trimmers</a>	Tree Trimmer Groundperson	\$38.99	<a href="#">5A</a>	<a href="#">4A</a>		<a href="#">View</a>
Pierce	<a href="#">Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$87.46	<a href="#">5A</a>	<a href="#">1G</a>		<a href="#">View</a>
Pierce	<a href="#">Residential Brick Mason</a>	Journey Level	\$27.02		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Residential Carpenters</a>	Journey Level	\$49.93	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Residential Cement Masons</a>	Journey Level	\$45.99		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Residential Drywall Applicators</a>	Journey Level	\$74.96	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Residential Drywall Tapers</a>	Journey Level	\$74.50	<a href="#">5P</a>	<a href="#">1E</a>		<a href="#">View</a>
Pierce	<a href="#">Residential Electricians</a>	Journey Level	\$44.11		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Residential Glaziers</a>	Journey Level	\$79.16	<a href="#">7L</a>	<a href="#">1Y</a>		<a href="#">View</a>



Pierce	<a href="#">Residential Insulation Applicators</a>	Journey Level	\$24.52		1		<a href="#">View</a>
Pierce	<a href="#">Residential Laborers</a>	Journey Level	\$33.97		1		<a href="#">View</a>
Pierce	<a href="#">Residential Marble Setters</a>	Journey Level	\$29.29		1		<a href="#">View</a>
Pierce	<a href="#">Residential Painters</a>	Journey Level	\$51.71	6Z	11J		<a href="#">View</a>
Pierce	<a href="#">Residential Plumbers &amp; Pipefitters</a>	Journey Level	\$85.72	5A	1G		<a href="#">View</a>
Pierce	<a href="#">Residential Refrigeration &amp; Air Conditioning Mechanics</a>	Journey Level	\$85.72	5A	1G		<a href="#">View</a>
Pierce	<a href="#">Residential Sheet Metal Workers</a>	Journey Level	\$96.42	7F	1E		<a href="#">View</a>
Pierce	<a href="#">Residential Soft Floor Layers</a>	Journey Level	\$57.11	5A	3J		<a href="#">View</a>
Pierce	<a href="#">Residential Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$58.26	5C	2R		<a href="#">View</a>
Pierce	<a href="#">Residential Stone Masons</a>	Journey Level	\$29.29		1		<a href="#">View</a>
Pierce	<a href="#">Residential Terrazzo Workers</a>	Journey Level	\$15.74		1		<a href="#">View</a>
Pierce	<a href="#">Residential Terrazzo/Tile Finishers</a>	Journey Level	\$21.96		1		<a href="#">View</a>
Pierce	<a href="#">Residential Tile Setters</a>	Journey Level	\$25.98		1		<a href="#">View</a>
Pierce	<a href="#">Roofers</a>	Journey Level	\$60.90	5A	3H		<a href="#">View</a>
Pierce	<a href="#">Roofers</a>	Using Irritable Bituminous Materials	\$63.90	5A	3H		<a href="#">View</a>
Pierce	<a href="#">Sheet Metal Workers</a>	Journey Level (Field or Shop)	\$96.42	7F	1E		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Boilermaker	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Carpenter	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Crane Operator	\$41.83	7V	1		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Electrician	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Heat & Frost Insulator	\$87.15	15H	11C		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Laborer	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Machinist	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Operating Engineer	\$41.83	7V	1		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Painter	\$51.95	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Pipefitter	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Rigger	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Sheet Metal	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Shipwright	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Warehouse/Teamster	\$41.83	7V	1		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	New Construction Welder / Burner	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Boilermaker	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Carpenter	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Crane Operator	\$45.06	7Y	4K		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Electrician	\$51.85	7X	4J		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Heat & Frost Insulator	\$87.15	15H	11C		<a href="#">View</a>

Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Laborer	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Machinist	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Operating Engineer	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Painter	\$51.95	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Pipefitter	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Rigger	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Sheet Metal	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Shipwright	\$51.85	<a href="#">7X</a>	<a href="#">4J</a>		<a href="#">View</a>
Pierce	<a href="#">Shipbuilding &amp; Ship Repair</a>	Ship Repair Warehouse / Teamster	\$45.06	<a href="#">7Y</a>	<a href="#">4K</a>		<a href="#">View</a>
Pierce	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Sign Installer	\$26.17		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Sign Makers &amp; Installers (Electrical)</a>	Sign Maker	\$20.33		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Sign Installer	\$33.43		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Sign Makers &amp; Installers (Non-Electrical)</a>	Sign Maker	\$22.79		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Soft Floor Layers</a>	Journey Level	\$66.32	<a href="#">15J</a>	<a href="#">4C</a>		<a href="#">View</a>
Pierce	<a href="#">Solar Controls For Windows</a>	Journey Level	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Sprinkler Fitters (Fire Protection)</a>	Journey Level	\$93.99	<a href="#">5C</a>	<a href="#">1X</a>		<a href="#">View</a>
Pierce	<a href="#">Stage Rigging Mechanics (Non Structural)</a>	Journey Level	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Stone Masons</a>	Journey Level	\$69.07	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Pierce	<a href="#">Street And Parking Lot Sweeper Workers</a>	Journey Level	\$21.69		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Surveyors</a>	Assistant Construction Site Surveyor	\$82.56	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Surveyors</a>	Chainman	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Surveyors</a>	Construction Site Surveyor	\$83.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Surveyors</a>	Drone Operator (when used in conjunction with surveying work only)	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Surveyors</a>	Ground Penetrating Radar	\$78.95	<a href="#">7A</a>	<a href="#">11H</a>	<a href="#">8X</a>	<a href="#">View</a>
Pierce	<a href="#">Telecommunication Technicians</a>	Journey Level	\$53.46	<a href="#">6Z</a>	<a href="#">1B</a>		<a href="#">View</a>
Pierce	<a href="#">Telephone Line Construction - Outside</a>	Cable Splicer	\$40.11	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Pierce	<a href="#">Telephone Line Construction - Outside</a>	Hole Digger/Ground Person	\$26.67	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Pierce	<a href="#">Telephone Line Construction - Outside</a>	Telephone Equipment Operator (Light)	\$33.49	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Pierce	<a href="#">Telephone Line Construction - Outside</a>	Telephone Lineperson	\$37.90	<a href="#">5A</a>	<a href="#">2B</a>		<a href="#">View</a>
Pierce	<a href="#">Terrazzo Workers</a>	Journey Level	\$62.36	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Pierce	<a href="#">Tile Setters</a>	Journey Level	\$62.36	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Pierce	<a href="#">Tile, Marble &amp; Terrazzo Finishers</a>	Finisher	\$53.19	<a href="#">7E</a>	<a href="#">1N</a>		<a href="#">View</a>
Pierce	<a href="#">Traffic Control Stripers</a>	Journey Level	\$89.54	<a href="#">15L</a>	<a href="#">1K</a>		<a href="#">View</a>
Pierce	<a href="#">Truck Drivers</a>	Asphalt Mix Over 16 Yards	\$74.95	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>

Pierce	<a href="#">Truck Drivers</a>	Asphalt Mix To 16 Yards	\$74.02	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Pierce	<a href="#">Truck Drivers</a>	Dump Truck	\$74.02	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Pierce	<a href="#">Truck Drivers</a>	Dump Truck & Trailer	\$74.95	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Pierce	<a href="#">Truck Drivers</a>	Other Trucks	\$74.95	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Pierce	<a href="#">Truck Drivers - Ready Mix</a>	Transit Mix	\$74.95	<a href="#">15J</a>	<a href="#">11M</a>	<a href="#">8L</a>	<a href="#">View</a>
Pierce	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Irrigation Pump Installer	\$16.09		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Oiler	\$15.74		<a href="#">1</a>		<a href="#">View</a>
Pierce	<a href="#">Well Drillers &amp; Irrigation Pump Installers</a>	Well Driller	\$18.30		<a href="#">1</a>		<a href="#">View</a>



**Washington State Department of Labor and Industries**  
**Policy Statement**  
**(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's  
Predetermined List for  
Suppliers - Manufactures - Fabricator**

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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



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

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

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

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

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

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

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

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

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

**WAC 296-127-018 Agency filings affecting this section**

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

Benefit Code Key – Effective 8/31/2023 thru 3/1/2024

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**Overtime Codes**

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

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

**Overtime Codes Continued**

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

**Overtime Codes Continued**

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

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.  
  
On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.



**Overtime Codes Continued**

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

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

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

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

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

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

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

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

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

**Overtime Codes Continued**

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

**Overtime Codes Continued**

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Benefit Code Key – Effective 8/31/2023 thru 3/1/2024

**Holiday Codes**

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

**Holiday Codes Continued**

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

**Holiday Codes Continued**

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

**Holiday Codes Continued**

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

**Note Codes**

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

**Note Codes Continued**

8. S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.



**Note Codes Continued**

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

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

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

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

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

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

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

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

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

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

**Note Codes Continued**

- 9. E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.