

1 Department of Transportation
2 Olympia, Washington 98504

3
4 May 26, 2015

5
6
7 ATTENTION: All Proposers and Interested Parties

8
9 **REQUEST FOR FINAL PROPOSALS**
10 **SEATTLE MULTIMODAL TERMINAL**
11 **AT COLMAN DOCK PROJECT**

12
13 **Addendum No. 1**

14
15
16 **Cover Page** of this project is amended as follows:

- 17 1. Add "US FTA/FHWA: CFDA 20.205, 20.500"

18 **Division 00 00 00 Table of Contents**

- 19 1. Attached hereto is a revised version of the document that replaces and supersedes the
20 former corresponding document in the original RFFP.

21 **Division 00 21 16 Request for Final Proposal for GC/CM Services-Instructions to Proposers**

- 22 1. Attached hereto and incorporated herein is a revised Instructions to Proposers document,
23 replacing and superseding the corresponding document issued in the original RFFP.
- 24 2. **Attachment G – Federal Transit Administration Subcontractor Government-Wide**
25 **Debarment and Suspension** attached hereto is a new document added to the RFFP.
- 26 3. **Attachment H – Certification of Materials Origin (DOT Form 350-109EF)** attached hereto is
27 a new document added to the RFFP.

28 **Division 00 43 73 Matrix of Cost Allocation of this project is amended as follows:**

- 29 1. Page 4, line 19, change description to "Value Engineering Change Proposal (VECP)".
- 30 2. Page 4, line 31, replace "1-05.14" with "1-05.13".
- 31 3. Page 5, line 39, change description to read "Contract is subject to FHWA Provisions".
- 32 4. Page 7, line 73, replace "staging" with "parking".
- 33 5. Page 7, line 75, delete "Staging Area and".
- 34 6. Page 7, line 76, delete "Implementation of commitments for".

1 **Division 00 52 33 Agreement for GC/CM Services of this project is amended as follows:**

2 1. Page 2, line 9 add:

3 "6. Attachment F – DBE Utilization Certification (DOT Form 272-056EF)"

4 7. Attachment G – DBE Written Confirmation Document (DOT Form 422-031EF)

5 8. Attachment H – DBE Joint Check Request Form (DOT Form 272-053)

6 9. Attachment I – Prevailing Wage Rate Information – State and Federal"

7 2. **Attachment F – DBE Utilization Certification (DOT Form 272-056EF)** attached hereto is a new
8 document added to the RFFP.

9 3. **Attachment G – DBE Written Confirmation Document (DOT Form 422-031EF)** attached
10 hereto is a new document added to the RFFP.

11 4. **Attachment H – DBE Joint Check Request Form (DOT Form 272-053)** attached hereto is a new
12 document added to the RFFP.

13 5. **Attachment I – Prevailing Wage Rate Information (replace with current version in effect at**
14 **time of MACC negotiations)** attached hereto is a new document added to the RFFP.

15 **Division 00 52 55 Agreement for Preconstruction Services of this project is amended as follows:**

16 1. Page 11, line 20, delete "FTA" and replace with "Federal".

17 2. Page 11, delete lines 21 to 25 ending at "Subcontracts" and replace with the following:

18 "The Contract is partially funded by the Federal Transit Administration (FTA) and the Federal
19 Highway Administration (FHWA) and is therefore subject to certain federal provisions.
20 Further, the FTA and FHWA require that certain terms and conditions of the Contract
21 Documents, including applicable wage rates, be included in all Subcontracts. The Contractor
22 shall be responsible for ensuring all applicable mandatory FTA and FHWA provisions are
23 included in all Subcontracts and lower tier subcontracts."

24 3. Page 11, delete lines 27 to 31.

25 4. Page 11, insert the following after line 32:

26 "Attachment R – Federal Highway Administration Articles for Construction Contracts –
27 Required Contract Provisions Federal-aid Construction Contracts – FHWA 1273"

28 5. Page 12, line 6, replace "33" with "55".

29 6. Page 12, line 6, replace "DBE-GSP" with "Disadvantaged Business Enterprise Participation".

30 7. Page 12, line 7, delete "(the "COA")".

31 8. Page 12, line 8, replace "33" with "55".

32 9. Page 12, line 9, replace "DBE-GSP" with "Disadvantaged Business Enterprise Participation".

33 10. Page 12, line 21, replace "DBE-GSP" with "Disadvantaged Business Enterprise Participation".

34 11. Page 12, line 29, replace "DBE-GSP" with "Disadvantaged Business Enterprise Participation".

35 12. Page 12, line 38, delete "COA".

- 1 13. Page 13, line 15, replace “Division 00 73 73” with “**Division 00 52 55 Attachment L**”.
- 2 14. Page 13, end of line 16, add “**and Division 00 52 55 Attachment R – Federal Highway**
- 3 **Administration Articles for Construction Contracts – Required Contract Provisions Federal-**
- 4 **aid Construction Contracts – FHWA 1273**”.
- 5 15. Page 13, delete lines 17 to 20.
- 6 16. Page 33, line 8, replace “Prevailing Wage Rate Information” with “**NOT USED**”.
- 7 17. Page 33, line 12-13, replace “Federal Transit Administration Certification Regarding Lobbying
- 8 (same as 00 21 16 Attachment D)” with “**NOT USED**”.
- 9 18. Page 33, line 14-15, replace “Federal Transit Administration Contractor Government-Wide
- 10 Debarment and Suspension (same as 00 21 16 Attachment F)” with “**NOT USED**”.
- 11 19. Page 33, line 16-17, replace “Federal Transit Administration Subcontractor Government-
- 12 Wide Debarment and Suspension (same as 00 21 16 Attachment F)” with “**NOT USED**”.
- 13 20. Page 33, line 20, replace “DBE-GSP” with “**Disadvantaged Business Enterprise Participation**”.
- 14 21. Page 33, line 23, replace “DBE-GSP” with “**Disadvantaged Business Enterprise Participation**”.
- 15 22. Page 33, insert the following after line 23:
 - 16 “**Attachment Q – DBE Joint Request Check Form (DOT Form 272-053)**
 - 17 **Attachment R – Federal Highway Administration Articles for Construction Contracts – Required**
 - 18 **Contract Provisions Federal-aid Construction Contracts - FHWA 1273 (same as 00 73 74)**”
- 19 23. **Attachment A** page 1, line 3, change Attachment “D” to read Attachment “B”.
- 20 24. **Attachment A** page 1, line 10, change paragraph 9 to read “**paragraph 10.2**”.
- 21 25. **Attachment A** page 4, 7th bullet under “Deliverables”, delete “Construction Staging and
- 22 Parking “and replace with “**Contractor Parking**”.
- 23 26. **Attachment E** delete all content and mark as NOT USED.
- 24 27. **Attachment I** delete all content and mark as NOT USED.
- 25 28. **Attachment J** delete all content and mark as NOT USED.
- 26 29. **Attachment K** delete all content and mark as NOT USED.
- 27 30. **Attachment L** attached hereto and incorporated herein is a revised version of the document
- 28 that replaces and supersedes the former corresponding document in the original RFFP.
- 29 31. **Attachment M** is renamed as “**Attachment M – Disadvantaged Business Enterprise**
- 30 **Participation**”; attached hereto and incorporated herein is a revised version of the document
- 31 that replaces and supersedes the former corresponding document in the original RFFP.
- 32 32. **Attachment P** is renamed as “**Attachment P – Voluntary Disadvantaged Business Enterprise**
- 33 **Participation**”; attached hereto and incorporated herein is a revised version of the document
- 34 that replaces and supersedes the former corresponding document in the original RFFP.

- 1 33. **“Attachment Q – DBE Joint Check Request Form (DOT Form 272-053)”** attached hereto is a
2 new document added to the RFFP.
- 3 34. **“Attachment R – Federal Highway Administration Articles for Construction Contracts –**
4 **Required Contract Provisions Federal-aid Construction Contracts – FHWA 1273 (same as**
5 **00 73 74)”** attached hereto and incorporated herein is a new document added to the RFFP.

6 **Division 00 72 00 Division 1 General Requirements for Heavy Civil GC/CM Contracts of this**
7 **project is amended as follows:**
8

- 9 1. Page vi, line 16, Section 1-07.11(12) **Disadvantaged Business Enterprise Condition of Award**
10 change to read **“Section 1-07.11(12) Disadvantaged Business Enterprise Participation”**.
- 11 2. Section 1-02.4 **Examination of Plans, Specifications, and Site of Work** page 12, delete
12 lines 10-31 and replace with the following: **“The Contracting Agency intends to negotiate**
13 **Memoranda of Agreement that include vessel operating protocols with the Muckleshoot and**
14 **Suquamish Indian Tribes for treaty fishing in Elliott Bay. The Contactor shall abide by the**
15 **tribal vessel operating protocol to coordinate construction activities and vessel traffic, as**
16 **shown in the Plans and as outlined in a future Contract appendix.”**
- 17 3. Section 1-02.4(1) **Subsurface Information** page 12, line 36, delete the sentence that begins
18 with **“The Summary of Geotechnical Conditions...”** and replace with the following: **“The**
19 **Summary of Geotechnical Conditions, as Division 00 72 00 Attachment B shall be considered**
20 **as part of the Contract.”**
- 21 4. Section 1-04.1(4) **Construction Management and Contracting Plan** page 22, line 29, delete
22 **“small business entities”**.
- 23 5. Section 1-04.1(4) **Construction Management and Contracting Plan** page 22, line 34, delete
24 **“Condition of Award”** and replace with **“requirement”**.
- 25 6. Section 1-04.2 **Coordination of Contract Documents, Plans, Special Provisions,**
26 **Specifications, and Addenda** page 23, at the end of line 23, add **“and Federal Highway**
27 **Administration Articles for Construction Contracts – Required Contract Provisions Federal-**
28 **aid Construction Contracts – FHWA 1273 (Division 00 73 74)”**.
- 29 7. Section 1-04.3(4).4 **Project Management and Supervision (Key Personnel)**, page 25, line 37
30 through page 26, line 6, delete **“If the Engineer elects to continue the Work with Contractor’s**
31 **replacement Key Personnel, in addition to all other remedies available to the Contracting**
32 **Agency, the Contractor agrees to pay a liquidated amount, if specified in the Special**
33 **Conditions, as damages for such substitution of one or more Key Personnel. Contractor**
34 **acknowledges that such amount is not a penalty and constitutes a reasonable estimate of**
35 **the damages to Contracting Agency associated with the replacement of the Key Personnel**
36 **upon which the Contracting Agency relied for the award of this Contract.”**
- 37 8. Section 1-04.4(3)A **General** page 30, line 10, delete **“Condition of Award”** and replace with
38 **“participation”**.
- 39 9. Section 1-04.5 **Procedure and Protest by the Contractor** page 34, after line 3, add **“If the**
40 **Contracting Agency and the Contractor agree in writing on a price for additional work, the**
41 **Contracting Agency must issue a change order within 30 calendar days of the date on which**

1 written agreement was signed by both parties. If the Contracting Agency does not issue a
2 change order within this time, interest accrues on the dollar amount of the additional work
3 satisfactorily completed until a change order is issued, and any interest would be paid at a
4 rate of 1% per month.”

- 5 10. Section 1-07.1(2) **Required Federal Aid Provisions** page 62, delete lines 1-15 and replace
6 with the following:

7 **“1-07.1(2) Contract is Subject to FHWA Provisions**

8 The Contract is partially funded by the US DOT Federal Highway Administration (FHWA) and
9 is therefore subject to certain federal provisions. The Required Contract Provisions Federal
10 Aid Construction Contracts (FHWA 1273) Revised May 1, 2012, in Division 00 73 74 apply to
11 this Contract. The Contractor shall follow all requirements shown therein. Further, the FHWA
12 requires that certain terms and conditions of the Contract Documents be included in all
13 Subcontracts. The Contractor shall be responsible for ensuring all applicable mandatory
14 FHWA provisions are included in all Subcontracts. These mandatory provisions are set forth
15 in Division 00 73 74.”

- 16 11. Section 1-07.5(1) **General** page 72, at the end of line 11, insert the following:

17 “Contractor personnel performing excavation, dewatering, drilling, and any other tasks that
18 require potentially working with non-hazardous material or hazardous materials shall be
19 trained in accordance with all applicable regulatory requirements, provide documentation
20 of appropriate safety equipment to be employed, safety practices to be followed, and
21 emergency procedures and communications in accordance with Labor and Industries
22 regulations. The Contractor shall assume full responsibility and liability for compliance with
23 all federal, state, and local laws and regulations pertaining to work practices, health and
24 safety of workers, and the public within the project limits during working and non-working
25 hours.

26
27 For this Contract: Contaminated material is defined as all non-hazardous waste that is not
28 regulated under Chapter 173-303-WAC and hazardous material (dangerous waste) is defined
29 as waste regulated under Chapter 173-303-WAC.”

- 30 12. Section 1-07.5(1)A **Asbestos, Lead, and Other Potential Contaminants** page 72, line 12 to
31 page 73, line 8, delete and replace with the following:

32 **“1-07.5(1)A Asbestos and Hazardous Material Survey**

33 The Contractor is advised that asbestos, lead, and other hazardous or contaminated
34 material may be present on this Project relative to the demolition or renovation of buildings
35 and structures. Studies, environmental reports, history, and/or test results that identify the
36 potential for encountering hazardous or contaminated materials are available for review at
37 the Engineer’s office.

38 The Contractor is responsible for all work, records, permits, and applicable reports
39 required to perform the Work described in this Section unless otherwise indicated in these
40 Provisions. The Contracting Agency will perform all testing of suspected hazardous or
41 contaminated material.

1 The Contractor shall notify the Engineer 10 working days prior to beginning work in the
2 area identified in the Plans as contaminated. The Contractor shall notify the Engineer
3 immediately if contamination is discovered in areas other than those identified in the Plans,
4 or is suspected through observations such as an oily sheen or discolored soils that may or
5 may not emit strong chemical odors.

6 **Contaminated Material**

7 The site history, prior studies, and results from recent characterization work indicate a
8 potential for encountering contaminated soils, water, and sediments containing, petroleum
9 hydrocarbons, carcinogenic PAHs, naphthalenes, PCBs, Dioxin and Furans, and metals that
10 may exceed Model Toxics Control Act (MTCA) Method A cleanup levels. The contaminated
11 materials shall be handled as described under **Handling and Disposal of Contaminated**
12 **Material and Contaminated Water and Settled Solids, future Division 2 Provisions**
13 **provided in draft form in Division 00 72 00 Attachment A.**

14
15 Copies of the environmental reports and laboratory analysis are available for review at
16 the Engineer's office. The Contracting Agency will perform all analytical testing of suspected
17 or known contaminated material encountered on site. The Contractor is responsible for all
18 work, permits, records, and reports required to perform the work described in this section.

19
20 Contract name and number shall be listed as "Generator" of the material on all required
21 documentation.

22
23 The Contractor shall notify the Engineer 10 working days prior to beginning work in any
24 area identified in the Plans as suspected or known to be contaminated. The Contractor shall
25 notify the Engineer immediately if contamination is discovered or suspected, whether in
26 areas of known contamination or in other areas through observations such as oily sheen or
27 discolored soils that may or may not emit strong chemical odors."
28

- 29 13. Section 1-07.5(2) **State Department of Fish and Wildlife** page 74, delete lines 8-30 and
30 replace with "**1-07.5(2) Vacant**".
- 31 14. Section 1-07.6(1) **Required Permits** page 76, line 32, delete "**agency**" and replace with
32 "**agencies**".
- 33 15. Section 1-07.6(1) **Required Permits** page 76, line 33-34, delete the last two sentences of the
34 paragraph.
- 35 16. Section 1-07.6(1) **Required Permits** page 77, line 5, delete the table and replace with the
36 following:

37

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Biological Opinion	USFWS	OIEWFW00-2013-F-0262
Biological Opinion	NOAA NMFS	2013/9585
Department of the Army Section Individual Section 404 and Section 10 Permit	Corps of Engineers Seattle District	TBA

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
Private Aids to Navigation (PATON)	US Coast Guard	TBA
WA DNR		TBA
Master Use Permit/Shoreline Permit	City of Seattle	TBA
Marine Mammal Protection Incidental Harassment Authorization	National Marine Fisheries Service	TBA
Section 401 Water Quality Certification	Department of Ecology	TBA
Coastal Zone Management Consistency Certification	Department of Ecology	TBA
Hydraulic Project Approval	Department of Fish & Wildlife	TBA

- 1
- 2 17. Section 1.07.11(12) **Disadvantaged Business Enterprise Condition of Award Participation**
- 3 delete page 101, line 1 through page 114, line 25; attached hereto and incorporated herein
- 4 is a revised **“Section 1-07.11(12) Disadvantaged Business Enterprise Participation”**
- 5 replacing and superseding the corresponding text in the original RFFP.
- 6 18. Section 1-07.11(13) **Special Training Provisions** page 114, line 31, delete “1200” and replace
- 7 with **“12,000”**.
- 8 19. Section 1-07.13(1) **General** page 120, line 13, of at the end of the paragraph add the
- 9 following: **“The provisions herein are subject to the insurance requirements of section**
- 10 **1-07.18.”**
- 11 20. Section 1-07.17(2) **Utility Construction, Removal, or Relocation by Others** page 132, line 23,
- 12 replace “1-05.14” with **“1-05.13”**.
- 13 21. Section 1-07.18 **Public Liability and Property Damage Insurance** page 132, line 35, replace
- 14 “1-05.12” with **“1-05.11”**.
- 15 22. Section 1-07.18 **Public Liability and Property Damage Insurance** page 133, line 4, at the end
- 16 of the paragraph add the following **“OCP should be project specific.”**
- 17 23. Section 1-07.18 **Public Liability and Property Damage Insurance** page 133, line 10, delete
- 18 “3 years” and replace with **“six years”**.
- 19 24. Section 1-07.18 **Public Liability and Property Damage Insurance** page 133, line 30, delete
- 20 “LHWCA” and replace with **“Longshore and Harbor Workers Compensation Act (LHWCA)”**.
- 21 25. Section 1-07.18 **Public Liability and Property Damage Insurance** page 133, line 33, delete
- 22 1-07.18(6) and replace with **“1-07.18(7)”**.

- 1 26. Section 1-07.18 **Public Liability and Property Damage Insurance** page 134, delete lines 1-12
2 and revise as follows:
3
4 **“5. Excess Liability.** Contractor shall provide excess liability coverage with annual limits of
5 not less than \$100,000,000 which will provide coverage as broad as the primary
6 coverages set forth herein, including Commercial General Liability and Automobile
7 Liability, in excess of the amounts set forth in Sections 1-07.18(2) and 1-07.18(3)
8 respectively. Solely with respect to the products/complete operations coverage required
9 under Section 1-07.18(2), a single aggregate limit (\$100,000,000) shall apply to all
10 occurrences for the six-year period following Completion of the Project. The
11 Indemnified Parties shall be additional insureds with respect to liability arising out of
12 the Project or any acts, errors, or omissions of any Related Entity, whether occurring on
13 or off the site, to the extent that they are not named on any of the foregoing policies as
14 named insureds.”
- 15 27. Section 1-07.18 **Public Liability and Property Damage Insurance** page 134, line 13-14, delete
16 the first sentence of the paragraph and replace with: **“Builder’s Risk Insurance providing**
17 **Broad Perils (All Risk) coverage, including earth movement and flood perils, upon any Work**
18 **at the site, to the full insurable value thereof.”**
- 19 28. Section 1-07.18 **Public Liability and Property Damage Insurance** page 134, line 18, add the
20 following after the last sentence: **“Deductibles under the Builder’s Risk policy shall be as**
21 **follows: \$1,000,000.00 (earth movement and flood) and 2% of the claimed loss for all other**
22 **losses.”**
- 23 29. Section 1-07.18 **Public Liability and Property Damage Insurance** page 134, line 20, delete
24 **“\$25,000,000”** and replace with **“\$35,000,000”**.
- 25 30. Section 1-07.18 **Public Liability and Property Damage Insurance** page 135, line 17, delete
26 **“three years”** and replace with **“six years”**.
- 27 31. Section 1-08.1(1) **Certified Cost or Pricing Data** page 141, line 24, add **“including those**
28 **supported by the current AGC/WSDOT agreement for non-supported equipment such as**
29 **derrick barges, barges, tugs, work skiffs, et cetera, separately listed.”**
- 30 32. Section 1-08.1(3) **Minimum Value of Negotiated Self Perform Work** page 142 line 8, delete,
31 **“zero percent (0%)”** and replace with **“thirty percent (30%)”**.
- 32 33. Section 1-08.2 **GC/CM Subcontract Bidding Procedure** page 142, line 30, delete **“Small**
33 **Business/”**.
- 34 34. Section 1-08.2 **GC/CM Subcontract Bidding Procedure** page 142 line 31, delete **“voluntary”**
35 and replace with **“DBE”**.
- 36 35. Section 1-08.2 **GC/CM Subcontract Bidding Procedure** page 143, line 35, delete **“zero**
37 **percent (0%)”** and replace with **“thirty percent (30%)”**.
- 38 36. Section 1-08.2 **GC/CM Subcontract Bidding Procedure** page 145, line 20, after **“FTA”** add
39 **“and FHWA”**.

- 1 37. Section 1-08.2 **GC/CM Subcontract Bidding Procedure** page 146, line 30, delete
2 "Section 00 73 73" and replace with "Division 00 73 73 and FHWA provisions in
3 Division 00 73 74."
- 4 38. Section 1-08.2 **GC/CM Subcontract Bidding Procedure** page 147, line 20, delete "Small
5 Business/".
- 6 39. Section 1-08.2 **GC/CM Subcontract Bidding Procedure** page 147, line 21, delete "SB/" where
7 it appears twice.
- 8 40. Section 1-08.2 **GC/CM Subcontract Bidding Procedure** page 147, line 29, delete "Small
9 Business/".
- 10 41. Section 1-08.2 **GC/CM Subcontract Bidding Procedure** page 147, line 30, delete "SB/".
- 11 42. Section 1-08.8 **Extensions of Time** page 159, line 9, replace "1-05.9" with "1-05.8".
- 12 43. Section 1-08.9 **Liquidated Damages** page 160, delete line 14 and replace with the following:
13 "DD = Daily Delay per passenger (min/day) experienced as a result of Contractor activities
14 The following data is provided for reference only (from WSF Vessel Load Report dated
15 October 1, 2014):
16 2014 DPT for average month: 7,684
17 2014 DPT for peak month: 9,612"
- 18 44. Section 1-09.9 **Payments** page 181, line 4, replace "1-05.11" with "1-05.10".
- 19 45. Section 1-09.9 **Payments** page 181, line 11, replace "1-05.12" with "1-05.11".
- 20 46. Section 1-09.9 **Payments** page 181, line 24, replace "1-05.12" with "1-05.11".
- 21 47. Section 1-09.11(2) **Claims** page 186, line 34, replace "1-05.15" with "1-09.11".
- 22 48. Section 1-09.11(2) **Claims** page 189, delete lines 9-16 and replace with the following:
23 "1. Within 45 calendar days from the date the claim, and the Contractor's complete
24 documentation of the claim, are received by the Contracting Agency if the claim amount
25 is less than \$100,000;
26 2. Within 60 calendar days from the date the claim, and the Contractor's complete
27 documentation of the claim, are received by the Contracting Agency if the claim amount
28 is equal to or greater than \$100,000; or
29 3. If the above restraints are unreasonable due to the complexity of the claim under
30 consideration, the Contractor will be notified within 15 calendar days from the date the
31 claim, and the Contractor's complete documentation of the claim, are received by the
32 Contracting Agency as to the amount of time which will be necessary for the Contracting
33 Agency to prepare its response.
34 4. If the Contracting Agency does not respond to a claim in writing, either by deciding the
35 claim or by extending the time within which a decision will be rendered, within
36 60 calendar days after receipt by the Contracting Agency of the Contractor's claim and
37 complete documentation of the claim, the claim is deemed to be denied."

- 1 49. Section 1-09.11(3) **Time Limitation and Jurisdiction** page 189, line 23, replace “1-05.12” with
2 “1-05.11”.
- 3 50. Section 1-10.4(1) **Negotiated Support Service Items** page 210, line 10, replace “1-10.3(2)D.”
4 with “1-10.3(2)C”.
- 5 51. **Division 00 72 00 Attachment A** page 54, after line 19, add the following:

6 “Section 2-03 is supplemented with the following:
7

8 **Handling and Disposal of Contaminated Material**

9 The Contractor shall perform the tasks of this Section in compliance with all applicable
10 federal, state and local statutes and regulations, including but not limited to the State Model
11 Toxics Control Act, Chapter 70.105D RCW (“MTCA”) and Dangerous Waste Regulations,
12 Chapter 173-303-WAC.
13

14 The Engineer will direct the Contractor on the procedures to be taken to handle suspected
15 and known contaminated materials, including but not limited to, stockpiling the materials
16 and suspending the Contractor’s operation in the immediate vicinity of the exposed
17 material. All contaminated material that is designated by the Engineer to be removed, or
18 generated on site during construction by the Contractor shall be handled and stored in a
19 manner that prevents the spread of contamination to soil, water, or air.
20

21 The Contractor shall be prepared and make space available for stockpiling suspected or
22 known contaminated material that is encountered or generated on site during construction.
23 The Contractor shall segregate potentially contaminated materials and limit mixing with
24 uncontaminated materials by using separate stockpiles. Separate stockpiles shall be
25 maintained for contaminated material and for suspected hazardous materials. All material
26 designated as hazardous (dangerous waste) as determined by analytical testing shall be
27 handled as described under section ***Handling and Disposal of Hazardous Material***
28 ***(Dangerous Waste)***. The Contractor shall be directed to place contaminated soil on a 6 mil
29 polyethylene liner, within a bermed area, divert water from entering the stockpile
30 containment area, and cover the containment area with 6 mil polyethylene liner. The
31 stockpile shall be covered at all times when not being worked to minimize stormwater from
32 encountering contamination and volatilizing odors. The edges of the sheeting shall be
33 secured to keep the sheeting in place and bermed to prevent water from entering or
34 discharging from the stockpile. The Contractor shall inspect the stockpiles and maintain the
35 sheeting, and replace any worn or ripped sections of sheeting as directed by the Engineer.
36 The Contractor shall not add material to a stockpile once the stockpile has been sampled
37 for disposal. A stockpile of contaminated soil cannot remain onsite longer than 90 days,
38 without a permit.
39

40 As directed by the Engineer, the Contractor shall obtain approval from the disposal facility
41 to transport and dispose of the contaminated material to the legally permitted facility. The
42 Contractor shall furnish all materials, equipment, labor and facilities for handling and
43 disposal of any contaminated material encountered or generated during construction. The
44 Contractor shall complete the disposal’s facility Waste Profiling Sheet and provide a tracking
45 number for all transporters prior to disposal. The Contractor shall provide the Engineer with

1 all copies of the shipping manifests and bill of lading indicating the amount of material
2 hauled for disposal, and bearing the disposal facilities operator's confirmation for receipt of
3 the material.

4
5 Soil samples shall be tested by the Contracting Agency as directed by the Engineer. Each
6 sample shall be tested by an accredited and licensed analytical laboratory.

7
8 **Handling and Disposal of Hazardous Material (Dangerous Waste)**

9 The Contractor shall perform the tasks of this Section in compliance with applicable federal,
10 state and local statutes and regulations, including but not limited to the State Model Toxics
11 Control Act, Chapter 70.105D RCW ("MTCA") and Dangerous Waste Regulations,
12 Chapter 173-303-WAC.

13
14 The Engineer will determine the limits of the material verified to be contaminated in excess
15 of the Washington State Dangerous Waste criteria in accordance with WAC 173-303. All
16 material that is designated by the Engineer to be removed shall be handled and stored in a
17 manner that prevents the spread of contamination to air, adjacent soil, or water. The
18 Contracting Agency shall obtain a Resource Conservation and Recovery Act (RCRA)
19 identification number and provide that number to the Contractor for hauling and disposal
20 purposes. The Contractor shall provide the Engineer with a copy of the shipping manifest
21 or bill of lading indicating the amount of material hauled for disposal, and bearing the
22 disposal site operator's confirmation for receipt of the material.

23
24 **Contaminated Water and Settled Solids**

25 The Contractor shall perform the tasks of this Section in compliance with applicable federal,
26 state and local statutes and regulations, including but not limited to the State Model Toxics
27 Control Act, Chapter 70.105D RCW ("MTCA") and Dangerous Waste Regulations,
28 Chapter 173-303-WAC.

29
30 All water that is removed from excavations or drilling, and areas of contamination, including
31 free water that leaches from contaminated soil stockpiles or water that is suspected of being
32 contaminated, shall be collected, handled and stored in a manner that prevents the spread
33 of contamination to adjacent soil or water. Unless otherwise determined by the Engineer,
34 all water from dewatering operations and stormwater runoff that has been exposed to
35 contaminated soils is assumed to be contaminated until tested and shown otherwise.

36
37 The Contracting Agency shall have access to all contained and stored water and to settled
38 solids for sampling and analytical characterization prior to disposal. As directed by the
39 Engineer, the Contractor shall apply a treatment to the water to render the water acceptable
40 for disposal. Any groundwater, stormwater or other water coming in contact with
41 construction processes shall be considered Processed Water, and shall be treated and
42 appropriately discharged in accordance with the Plans and these Provisions. Contamination
43 by construction process includes but not limited to contact with any liquid, solid, or gaseous
44 substance, or combination thereof including pH outside the range of 7.0 to 8.5, tire wash
45 water, slurry, and decant water. The Contractor will obtain all necessary discharge permits.
46 Contractor shall be responsible for ongoing inspection, monitoring, coordination with the
47 Contracting Agency to ensure compliant agency reporting, and permit compliance. Any

1 Contractor shall provide the Engineer with a copy of the shipping manifest or bill of lading
2 indicating the amount of material hauled for disposal, and bearing the disposal site
3 operator's confirmation for receipt of the material. The Contractor is responsible for all
4 work, permits, records, and reports required to perform the work described in this section."

5 52. Section 6-02.3 page 55, line 40, delete "6.5" and replace with "7.0".

6 53. Section 8-01.3(1)A page 56, line 28, delete "6.5" and replace with "7.0".

7 54. Section 8-01.3(1)C page 58, line 15, replace "1-05.13(1)" with "1-05.12(1)".

8 **Division 00 72 00 Attachment B attached hereto and incorporated herein is a new document**
9 **added to the RFFP.**

10 **Division 00 73 73 Federal Transit Administration Articles for Construction Contracts of this project**
11 **is amended as follows:**

12 1. Attached hereto and incorporated herein is a revised Division 00 73 73, replacing and superseding
13 the corresponding document issued in the original RFFP.

14
15 **"Division 00 73 74 Federal Highway Administration Articles for Construction Contracts – Required**
16 **Contract Provisions Federal-aid Construction Contracts – FHWA 1273"** attached hereto and
17 incorporated herein is a new document added to the RFFP.

18
19 **Attachments to this Addendum:**

- 20 1. Division 00 00 00 Table of Contents
- 21 2. Division 00 21 16 Request for Final Proposals for GC/CM Services – Instructions to Proposers
- 22 3. Division 00 21 16 Attachment G – Federal Transit Administration Subcontractor Government-Wide
23 Debarment and Suspension
- 24 4. Division 00 21 16 Attachment H – Certification of Materials Origin (DOT Form 350-109EF)
- 25 5. Division 00 52 33 Attachment F – DBE Utilization Certification (DOT Form 272-056EF)
- 26 6. Division 00 52 33 Attachment G – DBE Written Confirmation Document (DOT Form 422-031EF)
- 27 7. Division 00 52 33 Attachment H – DBE Joint Check Request Form (DOT Form 272-053)
- 28 8. Division 00 52 33 Attachment I – Prevailing Wage Rate Information-State and Federal
- 29 9. Division 00 52 55 Attachment L – Federal Transit Administration Articles for Construction
30 Contracts
- 31 10. Division 00 52 55 Attachment M – Disadvantaged Business Enterprise Participation
- 32 11. Division 00 52 55 Attachment P – Voluntary Disadvantaged Business Enterprise Participation
- 33 12. Division 00 52 55 Attachment Q – DBE Joint Check Request Form (DOT Form 272-053)
- 34 13. Division 00 52 55 Attachment R – Federal Highway Administration Articles for Construction
35 Contracts Required Contract Provisions Federal-aid Construction Contracts – FHWA 1273 (same
36 as 00 73 74)
- 37 14. Division 00 72 00 – Section 1-07.11(12) Disadvantaged Business Enterprise Participation

- 1 15. Division 00 72 00 – Attachment B – Geotechnical Reports and Boring Logs
- 2 16. Division 00 73 73 – Federal Transit Administration Articles for Construction Contracts
- 3 17. Division 00 73 74 Federal Highway Administration Articles for Construction Contracts – Required
- 4 Contract Provisions Federal-aid Construction Contracts – FHWA 1273

5
6 **Proposers shall furnish the Secretary of Transportation with evidence of the receipt of this**
7 **Addendum. This Addendum will be incorporated in the Contract when awarded and when**
8 **formally executed.**

9
10 **Genevieve Rucki, P.E.**
11 **Project Engineer**

12
13 **(END OF DOCUMENT)**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

Table of Contents

00 21 16	Request for Final Proposals for GC/CM Services – Instructions to Proposers
	Attachment A – Key Personnel
	Attachment B – Local Agency Proposal Bond (DOT Form 271-001A)
	Attachment C – Preconstruction Work Plan
	Attachment D – Federal Transit Administration Certification Regarding Lobbying
	Attachment E – Federal Transit Administration Buy America Certificate
	Attachment F – Federal Transit Administration Contractor Government-Wide Debarment and Suspension
	Attachment G – Federal Transit Administration Subcontractor Government-Wide Debarment and Suspension
	Attachment H – Certification of Materials Origin (DOT Form 350-109EF)
00 42 23	Final Proposal Form
00 43 73	Matrix of Cost Allocation
00 52 33	Agreement for General Contractor/Construction Manager Services
	Attachment A – Contract Documents Summary
	Attachment B – Negotiated Support Services – Basis of Understanding (attached when Agreement is executed)
	Attachment C – Construction Cost Summary (attached when Agreement is executed)
	Attachment D – Contract Price Schedule (attached when Agreement is executed)
	Attachment E – Approved Matrix of Cost Allocation (attached when Agreement is executed)
	Attachment F – DBE Utilization Certification (DOT Form 272-056EF)
	Attachment G – DBE Written Confirmation Document (DOT Form 422-031EF)
	Attachment H – DBE Joint Check Request Form (DOT Form 272-053)
	Attachment I – Prevailing Wage Rate Information – State and Federal (current versions included for information only; to be replaced with versions in effect at time of MACC negotiations)

- 1 **00 52 55 Agreement for Preconstruction Services**
- 2 Attachment A – Scope of Work for Preconstruction Services
- 3 Attachment B – Approved Preconstruction Work Plan
- 4 (attached when Agreement is executed)
- 5 Attachment C – Insurance Requirements
- 6 Attachment D – Guidelines for Indirect Expenses
- 7 Attachment E – NOT USED
- 8 Attachment F – NOT USED
- 9 Attachment G – Local Agency Payment Bond (DOT Form 272-003A)
- 10 Attachment H – Local Agency Performance Bond (DOT Form 272-002A)
- 11 Attachment I – NOT USED
- 12 Attachment J – NOT USED
- 13 Attachment K – NOT USED
- 14 Attachment L – Federal Transit Administration Articles for Construction
- 15 Contracts (same as 00 73 73)
- 16 Attachment M – Disadvantaged Business Enterprise Participation
- 17 Attachment N – DBE Utilization Certification (DOT Form 272-056EF)
- 18 Attachment O – DBE Written Confirmation Document (DOT Form
- 19 422-031EF)
- 20 Attachment P – Voluntary Disadvantaged Business Enterprise
- 21 Participation
- 22 Attachment Q – DBE Joint Check Request Form (DOT Form 272-053)
- 23 Attachment R – Federal Highway Administration Articles for Construction
- 24 Contracts – Required Contract Provisions Federal-aid Construction
- 25 Contracts – FHWA 1273 (same as 00 73 74)
- 26
- 27 **00 72 00 Division 1 – General Requirements for Heavy Civil General**
- 28 **Contractor/Construction Manager Contracts**
- 29 Attachment A – Draft Environmental and Permit Requirements (for
- 30 information only)
- 31 Attachment B – Geotechnical Report and Boring Logs (final to be
- 32 provided prior to MACC negotiations)
- 33 **00 73 73 Federal Transit Administration Articles for Construction Contracts**
- 34 **00 73 74 Federal Highway Administration Articles for Construction Contracts – Required**
- 35 **Contract Provisions Federal-aid Construction Contracts – FHWA 1273**
- 36

1 **00 21 16**

2 **Instructions to Proposers**

3 **TABLE OF CONTENTS**

4 **1. General** 1

5 **2. Summary of Work and Conditions Affecting the Work** 2

6 **3. Preparation of Proposals**..... 3

7 **4. Taxes** 5

8 **5. Schedule** 5

9 **6. Submission and Withdrawal of Bids** 6

10 **7. Late Submissions** 6

11 **8. Apprenticeship Utilization Requirements** 6

12 **9. Final Selection**..... 6

13 **10. Preconstruction Services – Work Plan and Agreement** 7

14 **11. MACC Negotiations and Agreement for General Contractor/Construction Manager**

15 **Services** 7

16 **12. Proposal Amounts** 9

17 **13. Federal Certifications** 9

18 **14. Protest Procedure**..... 15

19

1 **ATTACHMENTS**

2 Attachment A – Key Personnel

3 Attachment B – Local Agency Proposal Bond (DOT Form 271-001A)

4 Attachment C – Preconstruction Work Plan

5 Attachment D – Federal Transit Administration Certification Regarding Lobbying

6 Attachment E – Federal Transit Administration Buy America Certificate

7 Attachment F – Federal Transit Administration Contractor Government-Wide Debarment and
8 Suspension

9 Attachment G – Federal Transit Administration Subcontractor Government-Wide Debarment and
10 Suspension

11 Attachment H – Certificate of Materials Origin (DOT Form 350-109EF)

12

13

1 **1. General**

2 The following is provided as a supplement to the original Request for Proposals (RFP) to assist
3 Proposers on the finalist in submitting their Final Proposal.

4 1.1 The Contracting Agency requires the services of a General Contractor/Construction
5 Manager (GC/CM) for the Seattle Multimodal Terminal at Colman Dock Project. The
6 Contracting Agency will use the GC/CM contract delivery approach, pursuant to
7 RCW 39.10.200, .340 et. Seq. This is a Federal-Aid Project for which the Federal Transit
8 Administration (FTA) and Federal Highway Administration (FHWA) are participating with
9 federal funding. The Contracting Agency will enter into the Agreement for Preconstruction
10 Services only, at this time.

11 1.2 Failure to return the insurance certification and bond with the signed Agreement, or
12 failure to provide Disadvantaged Business Enterprise information if required by the
13 Agreement, or failure or refusal to sign the Agreement, or failure to register as a
14 Contractor in the state of Washington shall result in a failure to execute this Agreement
15 and will result in the forfeiture of the proposal bond or deposit of this Proposer

16 1.3 Non-availability of Funds

17 A. The Contracting Agency may terminate the RFFP, Agreement for Preconstruction
18 Services, and /or GC/CM Contract, in whole or in part, immediately upon notice to
19 the Contractor, or at such later date as the Contracting Agency may establish in such
20 notice, upon the occurrence of any of the following events:

21 1. The Contracting Agency fails to receive funding, or appropriations, allotments,
22 limitations or other expenditure authority at levels sufficient to pay for the
23 Contractor's work; or

24 2. Federal or State Laws are modified or interpreted in such a way that either the
25 preconstruction services or GC/CM work is prohibited, or the Contracting Agency
26 is prohibited from paying for such services from the planned funding source.

27 B. The Contracting Agency reasonably believes that sufficient funds are anticipated to
28 pay all amounts due for preconstruction services hereunder, and it will use its best
29 efforts to obtain and properly request and pursue funds from which payments
30 hereunder may be made, including making provisions for such payments to the
31 extent necessary in the budget submitted for the purpose of obtaining funds, and
32 will use its best efforts to have such budget approved. It is the Contracting
33 Agency/Agency's intention to make all payments due hereunder if funds are legally
34 available for such purpose.

35 C. If, despite best efforts, the Contracting Agency is not allotted sufficient funds for the
36 next succeeding fiscal period by appropriation, limitation, grant, or other funds
37 source lawfully available to it for such purposes to continue the preconstruction
38 services and/or construction services for the GC/CM project, and make payments

1 hereunder, the Contracting Agency may terminate RFFP, the Agreement for
2 Preconstruction Services, and/or the GC/CM Contract, by notice to the
3 Proposer/Contractor, without penalty, effective upon exhaustion of allocated funds,
4 and such termination will not constitute an event of default or breach of contract
5 under any provision of the RFFP, Agreement for Preconstruction Services, and/or
6 GC/CM Contract. Such termination will not constitute an event of default or breach
7 of contract under any provision of the GC/CM Contract, if the GC/CM Contract and
8 MACC are negotiated and executed. The Contracting Agency will give the Contractor
9 notice of such non-availability of funds within 30 calendar days after the Contracting
10 Agency receives notice from the Washington State Legislature or Governor’s Office
11 that the funding is not available. The Contracting Agency will make payment for
12 work performed up to the date of termination only as provided in the Agreement for
13 Preconstruction Services and/or the GC/CM Contract. In the event of the Contracting
14 Agency’s termination of the RFFP, Agreement for Preconstruction Services and/or
15 the GC/CM Contract, regardless of reason, the Contractor shall remain responsible
16 for the quality of the work performed through the date of termination.

17 **2. Summary of Work and Conditions Affecting the Work**

18 2.1 The scope of work is described in the Request for Proposals.

19 2.2 In submitting its Final Proposal, Proposer acknowledges that it will provide, for the
20 duration of the project, the full complement of staff designated in its written response
21 to the Request for Proposals.

22 2.3 Proposer acknowledges that it has taken steps reasonably necessary to ascertain the
23 nature and location of the Work, and that it has investigated and satisfied itself to the
24 general and local conditions which can affect the Work or its cost.

25 2.4 Proposer acknowledges that it has satisfied itself as to the character, quality and
26 quantity of surface and subsurface materials or obstacles to be encountered insofar as
27 this information is reasonably ascertainable from an inspection of the site, including all
28 exploratory work done by Contracting Agency.

29 2.5 Proposer acknowledges that drawings previously made available as part of this selection
30 process are for information only, and shall not be used for construction.

31 2.6 Proposer acknowledges that the facility will be conducting normal operations during the
32 work, supporting multiple modes of traffic, vessel (car and passenger-only ferries),
33 general and commercial purpose traffic, high occupancy vehicles, bicyclists, and
34 pedestrians. Proposer should anticipate the need to coordinate construction activities
35 with ongoing operations and other major construction projects in the area. Barging
36 activities will need to be coordinated with Tribes having treaty-protected fishing rights
37 in compliance with signed tribal agreements.

1 2.7 Proposer acknowledges that its Final Proposal is based upon a schedule and
2 assumptions which incorporate the conditions set forth above, and in the Contract
3 Documents as defined in **Division 00 52 33 Agreement for General**
4 **Contractor/Construction Manager Services**. All components of the Contract
5 Documents, including the Request for Proposals and responses, whether attached
6 hereto or referenced only, are incorporated by reference and hereby made a part of this
7 RFFP.

8 2.8 Contracting Agency assumes no responsibility for any conclusions or interpretations
9 made by Proposer based on the information made available by Contracting Agency.
10 Should a Proposer find discrepancies or omissions in the documents or information
11 provided by the Contracting Agency, or should Proposer be in doubt as to their
12 meaning, Proposer shall at once notify the Contracting Agency. If appropriate,
13 Contracting Agency will send written instructions to all finalist Proposers by addenda.
14 Questions received less than fourteen calendar days before the time for submission of
15 Final Proposals and bids may not be answered. All addenda issued shall be incorporated
16 into these Contract Documents.

17 2.9 Proposer acknowledges that the project will be subject to local, state and federal
18 statutes including the responsibility to pay prevailing wages.

19 3. Preparation of Proposals

20 3.1 Each Proposer is required to submit six (06) proposal amounts on the Final Proposal
21 Form included in this Request for Final Proposals. The first amount shall be for the “Fee
22 Percentage” for the “Fixed GC/CM Fee”, the second amount shall be the “Negotiated
23 Subcontract Fee Percentage” for the “Negotiated Self-Perform Work Fee”, the third
24 shall be the “Monthly Rate” for “Key Personnel Specified General Conditions Cost”, the
25 fourth shall be an amount for “Supplemental Staff and other Specified General
26 Conditions Work, the fifth shall be for “Specified General Conditions Work” and the sixth
27 shall be for the “Total Proposal”. The terms “GC/CM Fee”, “Negotiated Self – Perform
28 Work Fee” and “Specified General Conditions Work” are defined in **Division 00 72 00**
29 **Division 1 – General Requirements for Heavy Civil General Contractor/Construction**
30 **Manager Contracts** and listed in **Division 00 43 73 Matrix of Cost Allocation**.

31 3.2 Each Proposer is required to submit the following on the Final Proposal Form included in
32 this RFFP:

33 3.2.1 Fixed GC/CM Fee:

34 The proposer will include the GC/CM Fee as a percentage. This percentage is multiplied
35 by the Total Estimated MACC in order to determine the GC/CM Fee Subtotal.

1 3.2.2 Negotiated Self-Performed Work Fee:

2 The proposer will provide the Negotiated Subcontract Fee Percentage. This percentage
3 will be multiplied by the Estimated Negotiated Self-Performed Work in order to
4 determine the Negotiated Self-Performed Work Fee Subtotal.

5 3.2.3 Key Personnel Specified General Conditions:

6 The proposer will include the monthly rate for the Key Personnel identified in
7 **Division 00 21 16 – Attachment A – Key Personnel**. The monthly rate should be the sum
8 of all the Key Personnel hourly rates at 174 hours a month. This rate is then multiplied
9 by the estimated contract duration (in months), as shown on the Proposal Form, to
10 determine the amount. This amount is part of the Specified General Conditions Work
11 Subtotal. The estimated level of effort at 174 hours per month and the estimated
12 duration (months) is provided for bidding purposes only. The actual level of effort for
13 each of the key personnel and the actual duration will be determined during MACC
14 negotiations; however, the final cost will not exceed the bid amount.

15 3.2.4 Supplemental Staff and Other Specified General Conditions Work:

16 The proposer will include a lump sum amount that includes any supplemental staff
17 identified on the firm’s organizational chart, and all work identified as Specified General
18 Conditions costs in **Division 00 43 73 Matrix of Cost Allocation** and elsewhere in this
19 Request for Final Proposals. This amount is part of the Specified General Conditions
20 Work Subtotal.

21 3.2.5 Specified General Conditions Work Subtotal:

22 This amount is determined by adding items 3 and 4 above.

23 3.2.6 Total Proposal:

24 This amount is determined by adding items 1, 2 and 5 above.

25 No other entries, modifications, or qualifications shall be made to the proposal. Failure
26 to comply in full with these requirements shall be grounds for a Final Proposal being
27 declared nonresponsive. The Contracting Agency reserves the right to reject any or all
28 Final Proposals and to waive as an informality any non-material irregularities in the Final
29 Proposals Forms received.

30 3.2.7 The Proposer’s business name, address, other contact information, Contractor’s
31 Registration Number, UBI Number, and Employment Security Department
32 number of the Proposer shall be typed or printed on the **Division 00 42 23 Final**
33 **Proposal Form** in the space provided.

1 3.2.8 Final Proposals must be (1) submitted on the Division **00 42 23 Final Proposal**
2 **Form** and (2) manually signed in ink by an authorized representative of the
3 Proposer.

4 3.2.9 Proposers shall submit proposals in the format provided on the Final Proposal
5 Form. Only the amounts and information required on the Final Proposal Form
6 will be considered as the Final Proposal. All blank spaces must be filled in.

7 3.2.10 Receipt of all addenda must be acknowledged by identifying the addendum
8 number in the space provided in the Final Proposal Form.

9 3.2.11 Proposers shall provide a Request for Proposal Bond in the amount of five (05)
10 percent of the Total Proposal on the Form of **Division 00 21 16 Attachment B –**
11 **Local Agency Proposal Bond (DOT Form 271-001 A)** with its proposal.

12 4. Taxes

13 4.1 The proposal shall include all taxes imposed by law except Washington State Sales Tax.
14 Sales tax shall not be included in the Total Proposal.

15 5. Schedule

16 5.1 WSF intends to complete the GC/CM selection process and execute an agreement for
17 preconstruction services according to the following schedule.
18

April 27, 2015	Distribution of Request for Final Proposal (RFFP) to finalists
May 15 2015	Deadline for questions (4:00PM PST)
May 26, 2015	Deadline for addenda publication
June 3, 2015	Final Proposal submittal deadline (11:00:59 AM PST) and public opening
June 10, 2015	Notification to successful and unsuccessful firms, with opportunity for debrief
June 12, 2015	Selection Summary made available to all Proposers
June 26, 2015	Preconstruction Work Plan and budget due
July 20, 2015	WSF approves Selection of GC/CM
August 3, 2015	Agreement for Preconstruction Services executed

19 5.2 Request for Information (RFI) and Addenda:

20 After complete review of the solicitation documents, if a proposer has questions or
21 needs clarification of the solicitation documents, the proposer shall submit a written RFI
22 by e-mail to:

23 Genevieve Rucki, P.E.
24 Email: RuckiG@wsdot.wa.gov

25 Inquiries shall reference the appropriate division, section and paragraph number or the
26 solicitation documents. Questions must be received no later than the date and time
27 specified in Section 5.

1 WSF will provide notification when addenda are issued. Acknowledgement of all
2 addenda by the proposer is required on the final proposal form. However WSF, at its
3 sole discretion, may reject a proposal if it is apparent that the response does not
4 incorporate a material addendum change. If an addendum is issued amending this RFFP,
5 all provisions that are not modified remain unchanged.

6 **6. Submission and Withdrawal of Bids**

7 6.1 Final Proposals and proposal modifications shall be submitted in sealed envelopes on
8 the date provided in Section 5- Schedule, in person in the Contract Ad and Award
9 Room 2D20, located on the second floor of the Department of Transportation, 310
10 Maple Park Avenue SE, Olympia, Washington, 98501 until 11:00:59 AM Pacific Time, or
11 by mail at P.O. Box 47360, Olympia, Washington 98504-7360, until 11:00:59 AM Pacific
12 Time. A public bid opening will immediately follow.

13 6.2 Receipt of Final Proposals by facsimile, e-mail, telephone, or orally will not be
14 considered.

15 6.3 A Proposer may withdraw its Final Proposal by submitting a written request to the
16 address noted in paragraph 5.1 above before the proposal submittal deadline.
17 Contracting Agency will return the Final Proposal unopened after a Contractor has been
18 selected for MACC negotiations by the Contracting Agency.

19 **7. Late Submissions**

20 7.1 Any Final Proposal, proposal modification, or request to withdraw a Final Proposal that
21 is received after the deadline set forth herein may not be considered.

22 7.2 The only acceptable evidence to establish the time of receipt at the office designated in
23 this RFFP is the time/date stamped or printed by Contracting Agency on the bid
24 envelope or package or other documentary evidence of receipt maintained by
25 Contracting Agency.

26 **8. Apprenticeship Utilization Requirements**

27 8.1 Mandatory apprentice utilization requirements are stated in **Division 00 72 00 –**
28 **Division 1 – General Requirements for Heavy Civil General Contractor/Construction**
29 **Manager Contracts, Section 1-07.1(3).**

30 **9. Final Selection**

31 9.1 Final selection of a Contractor for MACC negotiations will be made consistent with the
32 requirements set forth in the Request for Proposals.

1 **10. Preconstruction Services – Work Plan and Agreement**

2 10.1 On or before the date provided in Section 5- Schedule, the Contractor with the highest
3 scoring proposal is required to submit a Preconstruction Work Plan for Work During
4 Preconstruction (Work Plan) prepared in the format of **Division 00 21 16 Attachment C**
5 **– Preconstruction Work Plan** to this RFFP.

6 10.2 The Contracting Agency has established a maximum of **\$2,000,000** for this
7 Preconstruction Work, excluding Washington State Sales Tax. Physical labor and
8 subcontracted testing for investigative construction and testing would be in addition,
9 however the management efforts would be part of this amount.

10 10.3 The Work Plan shall include a schedule of the activities included in the scope of work for
11 Preconstruction Services, the anticipated number of hours needed to complete each
12 activity, and the name(s) of the individuals that will be used to complete each task and
13 an hourly rate for each individual the Contractor intends to use to accomplish the tasks
14 assigned. The hourly rates multiplied by the number of hours needed to complete all
15 tasks plus expenses and subcontracted work shall, unless adjusted pursuant to mutual
16 agreement of the Contracting Agency and Contractor, constitute the total compensation
17 for Preconstruction Services.

18 10.4 If the Work Plan is not satisfactory the Contracting Agency will advise the Contractor of
19 the shortcomings in the Work Plan. The Contractor will not be entitled to any
20 compensation under this paragraph until a Work Plan, satisfactory to the Contracting
21 Agency, is provided and the **Division 00 52 55 Agreement for Preconstruction Services**
22 is executed. If an agreement is not reached within 15 days following submission of the
23 preconstruction services work plan, that is acceptable to and approved by the
24 Contracting Agency, it may result in the Contracting Agency canceling the Contractor's
25 selection. The Contracting Agency may, at its discretion, extend the period of
26 discussions or begin discussions with the next highest rank Proposer.

27 10.5 Subject to approval of the Work Plan by the Contracting Agency, the Contractor shall
28 immediately execute the **Division 00 52 55 Agreement for Preconstruction Services**.

29 **11. MACC Negotiations and Agreement for General Contractor/Construction Manager**
30 **Services**

31 11.1 At the time a MACC is successfully negotiated and a Total Contract Cost is agreed, and
32 subject to appropriation of construction funds, the parties will execute the
33 **Division 00 52 33 Agreement for General Contractor/Construction Manager Services**.

34 11.2 The MACC Risk Contingency percentage for this Agreement is 2.5 percent of the
35 Maximum Allowable Construction Cost at the time of execution of the Agreement for
36 GC/CM Services.

- 1 11.3 If a MACC is agreed to between the Contracting Agency and the Proposer, a Total
2 Contract Cost (TCC) will be established by the Contracting Agency consisting of the
3 negotiated MACC, the Fixed GC/CM Fee based upon the GC/CM Fee Percentage entered
4 on the Form of Proposal multiplied by the negotiated MACC, the Negotiated Self –
5 Performed Work Fee based upon the Negotiated Subcontract Fee Percentage entered
6 on the Form of Proposal multiplied by the negotiated Self Perform Work and the fixed
7 collar amount offered for Specified General Conditions Work. The Proposer agrees to
8 execute an Agreement for GC/CM Services for the TCC on the Form of **Division 00 52 33**
9 **Agreement for General Contractor/Construction Manager Services** included in this
10 RFFP, and to furnish a Contract Bond and evidence of insurance required by
11 **Division 00 72 00 Division 1 – General Requirements Section 1-07.18.**
- 12 11.4 The Contracting Agency has established a DBE goal of 12% of the MACC for this
13 Contract, and it is a contract requirement of the **Division 00 52 33 Agreement for**
14 **General Contractor/Construction Manager Services** per section **1-07.11(12) of**
15 **Division 00 72 00**. For purposes of the Agreement for Preconstruction Services
16 **Division 00 52 55 Agreement for Preconstruction Services**, the goal is not a contract
17 condition, see **Division 00 52 55 Attachment P, Voluntary Disadvantaged Business**
18 **Enterprise Participation**. The DBE goal may be met by documenting, as required by the
19 Contract, the certified DBE participation during all the phases of this project:
20 subcontracting and subconsulting (if any) during preconstruction services phase before
21 the MACC is negotiated, early subcontracting (if any) before the MACC is negotiated,
22 and subcontracting during the construction phase after the MACC has been negotiated
23 and determined. This DBE goal of 12% of the MACC is not a condition of award; the
24 Proposer is not required to submit any DBE documents at the time the Final Proposal is
25 submitted.
- 26 11.5 Should the Contractor and Contracting Agency not agree on a MACC or some
27 component of the Contractor’s Construction Management and Contracting Plan or
28 Outreach Plan, the Contracting Agency may cancel the negotiations and begin
29 negotiations with the next highest ranked Proposer or choose to advertise the project as
30 a design-bid-build project. Should the Contracting Agency choose to cancel the
31 negotiations upon failure to agree upon a MACC or some element of the construction
32 management or outreach plan, such cancellation will be effective upon receipt of
33 written notification by the Contractor. Contractor shall not be reimbursed for the MACC
34 negotiations; however, the Contractor will be paid in accordance with the Agreement
35 for Preconstruction Services, for any preconstruction work performed prior to the date
36 the MACC negotiations are cancelled. Contractor shall not be entitled to any other
37 compensation, damages, loss of profits, or payment of any kind.

1 **12. Proposal Amounts**

2 12.1 After Proposals have been opened and the proposal amounts read, the calculation of
3 the Fixed GC/CM Fee, Negotiated Subcontract Fee, and the Specified General Conditions
4 Amount will be checked for correctness.

5 1. A discrepancy between the GC/CM Fee Percentage and the Fixed GC/CM Fee shall
6 be resolved by accepting the percentage as correct and making any necessary
7 adjustment in the Fixed GC/CM Fee.

8 2. A discrepancy between the Negotiated Subcontract Fee Percentage and the
9 Negotiated Self- Performed Work Fee Subtotal shall be resolved by accepting the
10 percentage as correct and making any necessary adjustment in the Negotiated Self –
11 Performed Work Fee Subtotal.

12 3. A discrepancy between the Monthly Rate and the Key Personnel Specified General
13 Conditions Amount shall be resolved by accepting the Monthly Rate as correct and
14 making any necessary adjustment in the Key Personnel Specified General Conditions
15 Amount.

16 4. The Contracting Agency shall mathematically correct, where necessary, the
17 summation of the Total Proposal.

18 12.2 Cost/Price Analysis and Rejection of Unreasonable Proposal:

19 The Contracting Agency may, at its sole discretion, perform a cost and/or price analysis
20 of any or all components of the price offer. Should the analysis reveal any unacceptable
21 or unreasonable costs or pricing in any component of the price offer, the Contracting
22 Agency reserves the right, at its sole discretion, to seek clarification of the pricing and/or
23 to reject the Proposal. If requested by the Contracting Agency, a proposer must submit
24 supporting pricing information, including, but not limited to, anticipated level of effort,
25 personnel cost elements such as direct salary rates by position and overhead rates
26 (expressed as a verifiable rate), and other direct and indirect costs. Cost/price
27 information may be evaluated to determine allowability, reasonableness, consistency
28 with RFP, and proper allocation according to federal cost/price principles.

29 12.3 The Contracting Agency reserves the right to reject any or all Final Proposals and/ or
30 cancel the procurement. The Contracting Agency also reserves the right to waive, as
31 informality, any non-material irregularities in the Final Proposal Forms received.

32 **13. Federal Certifications**

33 The Contract is partially funded by the Federal Transit Administration (FTA) and the Federal
34 Highway Administration (FHWA) and is therefore subject to certain federal provisions. Further,
35 the FTA and FHWA require that certain terms and conditions of the Contract Documents be

1 included in all Subcontracts. The Contractor shall be responsible for ensuring all applicable
2 mandatory FTA and FHWA provisions are included in all Subcontracts and lower tier subcontracts.

3 Federal Transit Administration Articles for Construction Contracts are included in Division 00 73 73.
4 Federal Highway Administration Articles for Construction Contracts – FHWA 1273 are included in
5 (Division 00 73 74. Potential conflicts between federal provisions will be addressed by the Agency in
6 coordination with the federal agencies.

7 13.1 Non Collusion Declaration:
8

9 The Code of Federal Regulations [23 CFR Part 635.112(f)(1)] requires that: "Each bidder
10 shall file a sworn or unsworn statement executed by, or on behalf of the person, firm,
11 association, or corporation submitting the bid, certifying that such person, firm,
12 association, or corporation has not either directly or indirectly, entered into any
13 agreement, participated in any collusion, or otherwise taken any action in restraint of
14 free competitive bidding in connection with the submitted bid. Failure to submit the
15 sworn or unsworn statement as part of the bidding documents will make the bid
16 nonresponsive and not eligible for award consideration".

17 In addition, 23 CFR Part 635.112(f)(1) requires that WSF provide the form for the
18 declaration to each prospective bidder and that the declaration shall be executed by
19 such person, firm, association, or corporation under penalty of perjury under the laws of
20 the United States.

21 Therefore, by including the Non-Collusion Declaration as part of the signed Proposal, the
22 bidder is deemed to have certified and agreed to the requirements of the
23 Declaration. Note: no signature is required on the actual Non-Collusion Declaration
24 Form.

25 To report bid rigging activities call:

26 1-800-424-9071

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

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

1 13.2 FTA Certification Regarding Lobbying:

2 The Contractor shall submit the **Division 00 21 16 Attachment D Federal Transit**
3 **Administration Certification Regarding Lobbying**, included in this Request for Final
4 Proposals. The Contractor’s signature on this certification shall certify that: a) it has not
5 engaged in the prohibited activity and b) the language of the certification shall be
6 included in all lower tier subcontracts, which exceed \$100,000, and that all such
7 Subcontractors shall certify and disclose accordingly. A subcontractor’s completed
8 Certification form shall be submitted by the Contractor to the Contracting Agency upon
9 execution of each and every subcontract, and before any such Subcontractor
10 commences Work on the project. A Subcontractor’s failure to furnish a completed
11 Certification form will disqualify that person or firm from participating in the project.

12 If the Contractor has engaged in any lobbying activities to influence or attempt to
13 influence the awarding of this Contract, the Contractor shall disclose these activities. In
14 such a case, the Contractor shall complete Standard Form SF-LLL, “Disclosure of
15 Lobbying Activities.” The Contracting Agency shall also receive all disclosure forms.

16 The Certification form included in the bid package may be reproduced for compliance
17 with the Subcontractor provisions herein.

18 13.3 FTA Buy America Certification:

19 This Contract is partially funded by the Federal Transportation Administration (FTA) and
20 is subject to FTA’s Buy America requirements of 49 CFR 661. A bidder/proposer must
21 submit to the State the appropriate **Division 00 21 16 Attachment E Federal Transit**
22 **Administration Buy America Certificate**, included in this Request for Final Proposals,
23 with all bids/proposals on FTA-funded contracts, except those subject to a general
24 waiver. This requirement does not apply to lower-tier Subcontractors.

25 A bid/proposal which does not include the Buy America Certification may be considered
26 non-responsive. A waiver from the Buy America requirement may be sought by the
27 State if grounds for the waiver exist.

28 The bidder/proposer agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which
29 provide that Federal funds may not be obligated unless steel, iron, and manufactured
30 products used in FTA-funded projects are produced in the United States, unless a waiver
31 has been granted by FTA or the product is subject to a general waiver.

32 General waivers are listed in 49 CFR 661.7, and include final assembly in the United
33 States for 15 passenger vans and 15 passenger wagons produced by Chrysler
34 Corporation, microcomputer equipment, software, and small purchases (currently less
35 than \$100,000) made with capital, operating, or planning funds. Separate requirements
36 for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject

1 to a general waiver must be manufactured in the United States and have a 60 percent
2 domestic content.

3 The certification in this clause is a material representation of fact relied upon by the
4 Contracting Agency. If it is later determined that the Bidder knowingly rendered an
5 erroneous certification, in addition to remedies available to Contracting Agency, the
6 Federal Government may pursue available remedies, including but not limited to
7 suspension and/or debarment. The Bidder agrees to comply with the requirements of
8 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract
9 that may arise from this offer. The Bidder further agrees to include a provision requiring
10 such compliance in its lower tier covered transactions.

11 13.4 FTA Certification of Contractor Regarding Debarment, Suspension and Other
12 Responsibility Matters:

13 1. Unless otherwise permitted by law, any person or entity that is debarred,
14 suspended or voluntarily excluded may not participate in this federally assisted
15 project, either as a participant or as a principal, during the period of debarment,
16 suspension, or voluntary exclusion.

17 2. Accordingly, a Contractor Certification titled "**Division 00 21 16 Attachment F**
18 **Federal Transit Administration Contractor Government-Wide Debarment and**
19 **Suspension** is attached to the Bid Form.

20 3. For all subcontracts, regardless of contract value, a Subcontractor Certification
21 titled "**Division 00 21 16 Attachment G Federal Transit Administration**
22 **Subcontractor Government-Wide Debarment and Suspension**" is attached to
23 the Bid Form. The inability of a person to provide the required Certifications will
24 not necessarily result in denial of participation in this project. However, a person
25 that is unable to provide a positive Certification must attach a complete
26 explanation, as so noted on the Certification.

27 5. The Certification of Subcontractors must be included by the Contractor in each
28 and every subcontract that exceeds \$25,000 and before any such subcontractor
29 commences work on the project.

30 6. Please note that a bidder's or a subcontractor's failure to agree to provide a
31 Certification (or an explanation) may disqualify that person or firm from
32 participating in the project.

33 7. All contractors and subcontractors in covered transactions shall confirm whether
34 a prospective participant in a lower tier covered transaction is debarred or
35 suspended by checking exclusion records maintained at
36 [https://www.sam.gov/portal/public/SAM/.](https://www.sam.gov/portal/public/SAM/)"

1 13.5 FHWA Buy America:
2

3 This Contract is partially funded by the Federal Highway Administration (FHWA) and is
4 subject to FHWA Buy America requirements of 23 CRF 635.410.
5

6 Accordingly, the major quantities of steel and iron construction material that is
7 permanently incorporated into the project shall consist of American-made materials
8 only. Buy America does not apply to temporary steel items, e.g., temporary sheet piling,
9 temporary bridges, steel scaffolding and falsework.
10

11 Minor amounts of foreign steel and iron may be utilized in this project provided the cost
12 of the foreign material used does not exceed one-tenth of one percent of the total
13 contract cost or \$2,500.00, whichever is greater.
14

15 American-made material is defined as material having all manufacturing processes
16 occurring domestically. To further define the coverage, a domestic product is a
17 manufactured steel material that was produced in one of the 50 States, the District of
18 Columbia, Puerto Rico, or in the territories and possessions of the United States.
19

20 If domestically produced steel billets or iron ingots are exported outside of the area of
21 coverage, as defined above, for any manufacturing process then the resulting product
22 does not conform to the Buy America requirements. Additionally, products
23 manufactured domestically from foreign source steel billets or iron ingots do not
24 conform to the Buy America requirements because the initial melting and mixing of
25 alloys to create the material occurred in a foreign country.
26

27 Manufacturing begins with the initial melting and mixing, and continues through the
28 coating stage. Any process which modifies the chemical content, the physical size or
29 shape, or the final finish is considered a manufacturing process. The processes include
30 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The
31 action of applying a coating to steel or iron is deemed a manufacturing process. Coating
32 includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that
33 protects or enhances the value of steel or iron. Any process from the original reduction
34 from ore to the finished product constitutes a manufacturing process for iron.
35

36 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and
37 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced
38 iron ore.
39

1 The following are considered to be steel manufacturing processes:
2

3 1. Production of steel by any of the following processes:
4

5 a. Open hearth furnace.
6

7 b. Basic oxygen.
8

9 c. Electric furnace.
10

11 d. Direct reduction.
12

13 2. Rolling, heat treating, and any other similar processing.
14

15 3. Fabrication of the products.
16

17 a. Spinning wire into cable or strand.
18

19 b. Corrugating and rolling into culverts.
20

21 c. Shop fabrication.

22 A Certificate of Materials Origin will be required for any items comprised of, or
23 containing, steel or iron construction materials prior to such items being incorporated
24 into the permanent work. The certificate shall be on DOT Form 350-109EF provided for
25 reference only in Divisions 00 21 16 Attachment H, or such other form the Contractor
26 chooses, provided it contains the same information as DOT Form 350-109EF.

27 13.6 Proposal:

28 The following certifications shall be signed and submitted with the Bid Proposal to be
29 considered responsive:

- 30 • **Division 00 21 16 Attachment D – Federal Transit Administration Certification**
31 **Regarding Lobbying (Dated 9/19/14)**
- 32 • **Division 00 21 16 Attachment E – Federal Transit Administration Buy America**
33 **Certificate (Dated 9/19/14)**
- 34 • **Division 00 21 16 Attachment F – Federal Transit Administration Contractor**
35 **Government-Wide Debarment and Suspension (Dated 9/19/14)**
- 36 • **Division 00 21 16 Attachment G – Federal Transit Administration Subcontractor**
37 **Government-Wide Debarment and Suspension**

1 **14. Protest Procedure**

2 The Contracting Agency will notify all finalists of the selection decision and will make a
3 selection summary of the final proposals available to all proposers within two (2)
4 business days of such notification.

5 In order to be considered, protests of the selection decision made pursuant to the
6 Request for Final Proposals must be received by the Contracting Agency no later than
7 four (4) business days from the date of email notification of the selection decision.
8 Protests must be in writing, and addressed to:

9 Washington State Department of Transportation Contract Ad & Award Office
10 P.O. Box 47360
11 Olympia, WA 98504-7360
12 Attention: Jenna Fettig; GC/CM Colman Dock Contract Office

13 Protests shall include the name, email address, and phone number of the protestor’s
14 authorized representative, the specific grounds for the protest, all supporting
15 documentation, and the specific relief requested.

16 Upon receipt of a timely written protest, the WSDOT Contracts Manager shall review
17 the protest, consider all available facts, and issue via email a final protest decision.
18 Contracting Agency may not execute a contract with the selected firm until two (2)
19 business days after the final decision is transmitted to the protester.

Attachment G

Federal Transit Administration Subcontractor Government-Wide Debarment and Suspension

A. CERTIFICATION OF SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS

(Third Party Contracts Over \$25,000).

1. By signing and submitting this bid/proposal, the prospective lower tier participant is providing the signed certification set out below.
2. 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, WSF may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to WSF if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact WSF for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid/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 in writing by WSF.
6. The prospective lower 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

1 Transaction”, without modification, in all lower tier covered transactions and in
2 all solicitations for lower tier covered transactions.

3 7. A participant in a covered transaction shall require a certification of a
4 prospective participant in a lower tier covered transaction that it is not debarred,
5 suspended, ineligible, or voluntarily excluded from the covered transaction. A
6 participant may decide the method and frequency by which it determines the
7 eligibility of its principals. In addition, each participant shall confirm whether a
8 prospective participant in a lower tier covered transaction is debarred or
9 suspended by checking the exclusion records maintained at
10 <https://www.sam.gov/portal/public/SAM/>.

11 8. (Reserved).

12 9. Except for transactions authorized under Paragraph 5 of these instructions, if a
13 participant in a covered transaction knowingly enters into a lower tier covered
14 transaction with a person who is suspended, debarred, ineligible, or voluntarily
15 excluded from participation in this transaction, in addition to all remedies
16 available to the Federal Government, WSF may pursue available remedies
17 including suspension and/or debarment.

18

19

1 B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
2 VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

3
4 **(Third Party Contracts Over \$25,000).**

5 1. The prospective lower tier participant hereby certifies, by submission of this bid
6 or proposal, that neither it nor its “principals” (as defined in 2 CFR 180.995 is
7 presently debarred, suspended, proposed for debarment, declared ineligible, or
8 voluntarily excluded from participation in this transaction by any Federal
9 department or agency.

10 2. When the prospective lower tier participant is unable to certify to any of the
11 statements in this certification, such prospective lower tier participant shall
12 attach an explanation to this proposal.

13
14 **The subcontractor certifies or affirms the truthfulness and accuracy of each statement of its**
15 **certifications and disclosure (if any). In addition, the subcontractor understands and agrees that**
16 **the provisions of 31 U.S.C.A. 3801, et seq., apply to these certifications and disclosure (if any).**

17
18 Subcontractor: _____

19 By: _____
20 (Signature)

21 _____
22 (Print Name)

23 Title: _____

24 Date: _____

25 **Note: A completed form is to be submitted by the Contractor to WSF upon execution of each**
26 **and every subcontract, and before such subcontractor commences work on the project.**
27 **Original forms are available from the State’s project engineer or administrator.**



Certification of Materials Origin (Required for Acceptance of Steel Materials)

Awarding Agency Contract No. and Title	
Contractor	
Subcontractor	
Manufacturer / Supplier	
Materials: Bid Item No. / Bid Item Description	Quantity
Material Description	

The following Certification of Materials Origin is made for the purposes of establishing materials acceptance under Contract Provisions entitled "Buy America." Materials as described above are furnished for use in compliance with the certification as noted in 1 or 2 below. Manufacturing processes for the materials are defined on the back of this form.

1. The materials covered by this certification are American-Made with all manufacturing processes entirely within the United State of America.
2. The materials furnished for this project under this certification contain steel or iron manufactured, all or in part, outside the United States of America, as indicated below.

The Description of these materials and the Country of Origin of these materials is a follows:

The Invoice Cost for the above described foreign-made materials is:

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Contractor / Subcontractor / Manufacturer / Supplier Name

Authorized Corporate Official Signature

Date

Place

The following items are considered to be Steel or Iron Manufacturing Processes

1. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron. Foreign source steel ingots or foreign source steel billets used in any manufacturing process of a steel product is considered foreign steel under the Buy America Provision.
2. Production of Steel by any of the following processes:
 - a. Open Hearth Furnace.
 - b. Basic Oxygen.
 - c. Electric Furnace.
 - d. Direct Reduction.
3. Rolling, heat treating, and any other similar processing.
4. Fabrication of the products:
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.
5. Protective coatings such as zinc, aluminum, epoxy, paint, or any other coating that protects or enhances the value of steel or iron.
6. Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced iron ore.

Attachment F

DBE Utilization Certification

DOT Form 272-056EF



Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation within 48 hours of bid opening *only in the event* the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. If submitting a good faith effort bidder needs to check Box 4 agreeing to submit good faith effort within 48 hours. The successful bidder's Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-664-9750 or Toll Free 1-866-208-1064.

_____ certifies that the Disadvantaged Business Enterprise (DBE)
(Box 1) Name of Bidder

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 those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

Column 1 Name of DBE Certificate Number	Column 2 * Project Role (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer)	Column 3 Description of Work	Column 4 ** Amount to be Applied Towards Goal
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Disadvantaged Business Enterprise Subcontracting Goal: _____ DBE Total \$ _____ ***

By checking Box 4 the bidder is stating that their attempts to solicit sufficient DBE participation has been unsuccessful and good faith effort will be submitted within 48 hours of bid opening.

* Regular Dealer status must be approved prior to bid submittal by the Office of Equal Opportunity, Wash. State Dept. of Transportation, on each contract.

** See the section "Crediting DBE Participation Toward Meeting the Goal" in the Contract Document.

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.

DOT Form 272-056 EF
Revised 05/2012

Attachment G
DBE Written Confirmation Document
DOT Form 422-031EF

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

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and 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 the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

DBE Signature: _____

DBE's Title: _____

Date: _____

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; *Disadvantaged Business Enterprise Condition of Award Participation*.

Description of Work: _____

Amount to be Applied Towards Goal: _____

SR

DOT Form 422-031A EF
07/2011



DBE Joint Check Request Form

Name of DBE

Contract Number

Name of Prime Contractor

Item Number(s)

Name of Material Supplier

Who Requested Joint Check Utilization

DBE
 Prime Contractor
 Material Supplier

WSDOT will closely monitor the use of joint checks. To receive DBE credit for performing a commercially useful function with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself." Only when a DBE meets all of these requirements should credit be counted for the procurement of the items by the DBE. Please refer to the attached Procedures for Using Joint Checks under the Disadvantaged Business Program for qualifying conditions. If proper procedures are not followed or WSDOT determines that the arrangement results in lack of independence for the DBE involved, no credit for the DBE's participation as it relates to the material cost will be counted toward the contract goal requirement.

I have read and understand the above information and have attached a copy of the Joint Check Agreement relating to this request. I hereby acknowledge that the information provided on this form is true and accurate.

Authorized DBE Representative		
Signature	Title	Date

Authorized Material Supplier Representative		
Signature	Title	Date

Authorized Prime Contractor Representative		
Signature	Title	Date

WSDOT USE ONLY	
Date Received:	WSDOT Representative:
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Note: Do not process this request without a signed copy (all parties) of the Joint Check Agreement, statement of history, and any related policies.</i>
Comments:	

Procedures for using Joint Checks under the Disadvantaged Business Enterprise (DBE) Program

A joint check is a “two party” check payable to two parties. Typically, a joint check is issued by a prime contractor to a subcontractor and to a material supplier to be incorporated into a project.

WSDOT understands that prime contractors, subcontractors and suppliers may wish to use joint check arrangements for a variety of legitimate reasons, such as assuring that timely payment will be for the supplier’s items. However, WSDOT also understands that the use of joint checks can raise questions about whether it is proper to count DBE credit for the items purchased using the joint check.

When joint checks are utilized, DBE credit toward the contract goal will only be allowed when the DBE is performing a “commercially useful function” in accordance with 49 CFR 26.55(c)(1):

“A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to the materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.”

The following conditions will apply to payments to DBE subcontractors and material vendors using joint checks. WSDOT will closely monitor the use of joint checks to ensure that such a practice does not erode the independence of the DBE nor inhibit the DBE’s ability to perform a commercially useful function. Joint checks will not be allowed simply for the convenience of the prime contractor. Failure to follow these conditions may disqualify DBE participation or adversely impact a contractor’s bidding status.

1. Any implementation of a Joint Check Agreement must first be approved by WSDOT and requested by the DBE involved using the DBE Joint Check Request Form provided by WSDOT;
2. A formalized Joint Check Agreement between the parties involved (including the conditions of the arrangement and expected use of the joint checks) must accompany the DBE Joint Check Request Form;
3. Joint checks should be focused on accomplishing the procurement of materials needed for a particular purpose at a particular time (i.e., contract specific).
4. The DBE will remain responsible for the other elements of 26.55(c)(1);
5. No requirement by the prime contractor that the DBE is to use a specific supplier nor the prime contractors “negotiated” price;
6. DBE must release the joint check to the material supplier (upon determining that the material supplier has fulfilled its responsibilities under the contract);
7. DBEs must be more than an extra participant in releasing the check to the material supplier;
8. Prime contractors must make joint checks available to all contract participants, and may not be restrictive to any one participant; and
9. All parties involved in a formalized joint check agreement must provide WSDOT (upon request) with any documentation deemed necessary to substantiate compliance.

1
2
3
4
5
6

Attachment I
Prevailing Wage Rate Information-State and Federal

(current versions included for information only;
to be replaced with versions in effect at time of MACC negotiations)

General Decision Number: WA150001 04/03/2015 WA1

Superseded General Decision Number: WA20140001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	01/23/2015
3	02/27/2015
4	03/20/2015
5	04/03/2015

CARP0001-008 06/01/2013

Rates Fringes

CARPENTER

COLUMBIA RIVER AREA -
 ADAMS, BENTON, COLUMBIA,
 DOUGLAS (EAST OF THE 120TH
 MERIDIAN), FERRY,
 FRANKLIN, GRANT, OKANOGAN
 (EAST OF THE 120TH
 MERIDIAN) AND WALLA WALLA
 COUNTIES

GROUP 1:.....	\$ 30.66	12.87
GROUP 2:.....	\$ 31.56	12.87
GROUP 3:.....	\$ 31.64	12.87
GROUP 4:.....	\$ 31.64	12.87
GROUP 5:.....	\$ 62.58	12.87
GROUP 6:.....	\$ 30.29	12.87
GROUP 7:.....	\$ 31.29	12.87
GROUP 8:.....	\$ 28.54	12.87
GROUP 9:.....	\$ 30.29	12.87

SPOKANE AREA: ASOTIN,
 GARFIELD, LINCOLN, PEND
 OREILLE, SPOKANE, STEVENS

AND WHITMAN COUNTIES

GROUP 1:.....	\$ 30.66	12.87
GROUP 2:.....	\$ 31.56	12.87
GROUP 3:.....	\$ 31.64	12.87
GROUP 4:.....	\$ 31.64	12.87
GROUP 5:.....	\$ 70.78	12.87
GROUP 6:.....	\$ 32.64	12.87
GROUP 7:.....	\$ 35.39	12.87
GROUP 8:.....	\$ 34.39	12.87
GROUP 9:.....	\$ 34.39	12.87

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator
Not Under Pressure

GROUP 8: Assistant Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-40 MILES	FREE
ZONE 2	41-65 MILES	\$2.25/PER HOUR
ZONE 3	66-100 MILES	\$3.25/PER HOUR
ZONE 4	OVER 100 MILES	\$4.75/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (302 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.

 CARP0003-006 10/01/2011

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 WAHAKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 32.04	14.18
DIVERS TENDERS.....	\$ 36.34	14.18
DIVERS.....	\$ 77.08	14.18
DRYWALL.....	\$ 27.56	14.18
MILLWRIGHTS.....	\$ 32.19	14.18
PILEDRIVERS.....	\$ 33.04	14.18

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

CARP0770-003 07/01/2014

	Rates	Fringes
CARPENTER		
CENTRAL WASHINGTON:		
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES		
CARPENTERS ON CREOSOTE MATERIAL.....	\$ 38.78	13.64
CARPENTERS.....	\$ 38.68	13.64
DIVERS TENDER.....	\$ 39.15	13.64
DIVERS.....	\$ 87.20	13.64
MILLWRIGHT AND MACHINE		

ERECTORS.....\$ 39.78 13.64
 PILEDRIVER, DRIVING,
 PULLING, CUTTING, PLACING
 COLLARS, SETTING, WELDING
 OR CRESOTE TREATED
 MATERIAL, ALL PILING.....\$ 38.93 13.64

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:
 0 -25 radius miles Free
 26-35 radius miles \$1.00/hour
 36-45 radius miles \$1.15/hour
 46-55 radius miles \$1.35/hour
 Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
 0 -25 radius miles Free
 26-45 radius miles \$.70/hour
 Over 45 radius miles \$1.50/hour

CARP0770-006 06/01/2014

Rates Fringes

CARPENTER

WESTERN WASHINGTON:
 CLALLAM, GRAYS HARBOR,
 ISLAND, JEFFERSON, KING,
 KITSAP, LEWIS (excludes
 piledrivers only), 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

BRIDGE CARPENTERS.....	\$ 38.68	13.64
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 38.78	13.64
CARPENTERS.....	\$ 38.68	13.64
DIVERS TENDER.....	\$ 39.15	13.64
DIVERS.....	\$ 87.20	13.64
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 39.78	13.64
PILEDRIIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 38.93	13.64

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS)

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0046-001 02/04/2013

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 46.87	3%+15.96
ELECTRICIAN.....	\$ 42.61	3%+15.96

* ELEC0048-003 01/01/2015

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 40.20	21.50

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

- Zone 1: 31-50 miles \$1.50/hour
- Zone 2: 51-70 miles \$3.50/hour
- Zone 3: 71-90 miles \$5.50/hour
- Zone 4: Beyond 90 miles \$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

 ELEC0048-029 01/01/2015

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 40.20	21.50

 ELEC0073-001 08/02/2014

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.00	16.25
ELECTRICIAN.....	\$ 30.00	16.25

 ELEC0076-002 09/01/2014

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 37.94	23.36
ELECTRICIAN.....	\$ 34.49	23.36

 ELEC0112-005 06/01/2014

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.95	17.88
ELECTRICIAN.....	\$ 38.05	17.82

 ELEC0191-003 06/01/2014

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 40.21	17.73

 ELEC0191-004 06/01/2014

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 37.11	17.63

 ENGI0302-003 06/01/2014

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

PROJECTS: CATEGORY A PROJECTS (EXCLUDES CATEGORY B PROJECTS, AS SHOWN BELOW)

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 38.39	17.39
Group 1AA.....	\$ 38.96	17.39
Group 1AAA.....	\$ 39.52	17.39
Group 1.....	\$ 37.84	17.39
Group 2.....	\$ 37.35	17.39
Group 3.....	\$ 36.93	17.39
Group 4.....	\$ 34.57	17.39

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Tower crane over 175 ft
in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over; Shovels,
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft
of boom (including jib with attachments); Crane-overhead,
bridge type, 45 tons thru 99 tons; Derricks on building
work; Excavator, shovel, backhoes over 3 yards and under 6
yards; Hard tail end dump articulating off-road equipment
45 yards and over; Loader- overhead 6 yards to, but not
including 8 yards; Mucking machine, mole, tunnel, drill
and/or shield; Quad 9, HD 41, D-10; Remote control operator
on rubber tired earth moving equipment; Rollagon;
Scrapers-self propelled 45 yards and over; Slipform pavers;
Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-
Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with
attachments; Crane-overhead, bridge type-20 tons through 44
tons; Chipper; Concrete Pump-truck mount with boom
attachment; Crusher; Deck Engineer/Deck Winches (power);
Drilling machine; Excavator, shovel, backhoe-3yards and
under; Finishing Machine, Bidwell, Gamaco and similar
equipment; Guardrail punch; Horizontal/directional drill
operator; Loaders-overhead under 6 yards; Loaders-plant
feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant;
Motor patrol graders-finishing; Piledriver (other than
crane mount); Roto-mill, roto-grinder; Screedman, spreader,
topside operator-Blaw Knox, Cedar Rapids, Jaeger,
Caterpillar, Barbar Green; Scraper-self propelled, hard
tail end dump, articulating off-road equipment-under 45
yards; Subgrade trimmer; Tractors, backhoes-over 75 hp;
Transfer material service machine-shuttle buggy, blaw
knox-roadtec; Truck crane oiler/driver-100 tons and over;
Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments;
A-frame crane over 10 tons; Drill oilers-auger type, truck
or crane mount; Dozers-D-9 and under; Forklift-3000 lbs.
and over with attachments; Horizontal/directional drill
locator; Outside hoists-(elevators and manlifts), air
tuggers, strato tower bucket elevators; Hydralifts/boom
trucks over 10 tons; Loader-elevating type, belt; Motor
patrol grader-nonfinishing; Plant oiler- asphalt, crusher;
Pumps-concrete; Roller, plant mix or multi-lift materials;
Saws-concrete; Scrpers-concrete and carry-all; Service
engineer-equipment; Trenching machines; Truck Crane
Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and
under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor;

Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Grader, Stakeholder; 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

Category B Projects: 95% of the basic hourly rate for each group plus full fringe benefits applicable to category A projects shall apply to the following projects. 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

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.

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$.70

Zone 3 (Over 45 radius miles) - \$1.00

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom

(including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator;

Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. 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 including, but utilities excluded.
3. Marine projects (docks, wharfs, ect.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.

H-2 Class "C" Suit - Base wage rate plus \$.25 per hour.

H-3 Class "B" Suit - Base wage rate plus \$.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$.75 per hour.

 ENGI0370-002 06/01/2014

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.....	\$ 25.86	13.15
GROUP 2.....	\$ 26.18	13.15
GROUP 3.....	\$ 26.79	13.15
GROUP 4.....	\$ 26.95	13.15
GROUP 5.....	\$ 27.11	13.15
GROUP 6.....	\$ 27.39	13.15
GROUP 7.....	\$ 27.66	13.15
GROUP 8.....	\$ 28.76	13.15

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington;

Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more

drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatoer (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Roller (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
 180 ft to 250 ft \$.50 over scale
 Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

 ENGI0612-012 06/01/2014

LEWIS, PIERCE, 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.....	\$ 38.39	17.40
GROUP 1AA.....	\$ 38.96	17.40
GROUP 1AAA.....	\$ 39.52	17.40
GROUP 1.....	\$ 37.84	17.40
GROUP 2.....	\$ 37.35	17.40
GROUP 3.....	\$ 36.93	17.40
GROUP 4.....	\$ 34.57	17.40

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
 (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom
 (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
 (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of

the contract.

2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0701-002 01/01/2014

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
Power equipment operators: (See Footnote A)		
GROUP 1.....	\$ 38.25	13.70
GROUP 1A.....	\$ 40.16	13.70
GROUP 1B.....	\$ 42.08	13.70
GROUP 2.....	\$ 36.56	13.70
GROUP 3.....	\$ 35.54	13.70
GROUP 4.....	\$ 34.56	13.70
GROUP 5.....	\$ 33.43	13.70
GROUP 6.....	\$ 30.34	13.70

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 Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two

drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc. operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick

Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzly Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating); Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-ull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and

Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing mahine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber- tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULRS: Cat wagon DJBs Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator;

Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (exclduing working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Rigger; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operartor, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

 IRON0014-005 07/01/2013

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.60	21.35

 IRON0029-002 07/01/2013

CLARK, COWLITZ, KCLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.12	21.35

 IRON0086-002 07/01/2013

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
--	-------	---------

IRONWORKER.....\$ 31.60 21.35

 IRON0086-004 07/01/2013

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
 MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.14	21.35

 LABO0001-002 06/01/2014

ZONE 1:

	Rates	Fringes
--	-------	---------

Laborers:

CALLAM, GRAYS HARBOR,
 ISLAND, JEFFERSON, KING,
 KITSAP, LEWIS, MASON,
 PACIFIC (NORTH OF STRAIGHT
 LINE MADE BY EXTENDING THE
 NORTH BOUNDARY WAHAKIUM
 COUNTY WEST TO THE PACIFIC
 OCEAN), PIERCE, SAN JUAN,
 SKAGIT, SNOHOMISH,
 THURSTON AND WHATCOM
 COUNTIES

GROUP 1.....	\$ 22.49	10.30
GROUP 2.....	\$ 25.79	10.30
GROUP 3.....	\$ 32.29	10.30
GROUP 4.....	\$ 33.08	10.30
GROUP 5.....	\$ 33.62	10.30

CHELAN, DOUGLAS (WEST OF
 THE 120TH MERIDIAN),
 KITTITAS AND YAKIMA
 COUNTIES

GROUP 1.....	\$ 18.95	10.30
GROUP 2.....	\$ 21.76	10.30
GROUP 3.....	\$ 23.85	10.30
GROUP 4.....	\$ 24.43	10.30
GROUP 5.....	\$ 24.85	10.30

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).

LABO0238-004 06/01/2014

PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 22.25	10.95
GROUP 2.....	\$ 24.35	10.95
GROUP 3.....	\$ 24.62	10.95
GROUP 4.....	\$ 24.89	10.95
GROUP 5.....	\$ 25.17	10.95
LABORER (SPOKANE)		
GROUP 1.....	\$ 21.95	10.95
GROUP 2.....	\$ 24.05	10.95
GROUP 3.....	\$ 24.32	10.95
GROUP 4.....	\$ 24.59	10.95
GROUP 5.....	\$ 24.87	10.95

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); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

LAB00238-006 06/01/2014

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.....	\$ 24.32	10.95

LABO0335-001 06/01/2013

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 28.65	10.05
GROUP 2.....	\$ 29.25	10.05
GROUP 3.....	\$ 29.69	10.05
GROUP 4.....	\$ 30.07	10.05
GROUP 5.....	\$ 26.15	10.05
GROUP 6.....	\$ 23.73	10.05
GROUP 7.....	\$ 20.53	10.05

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: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
 ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
 ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
 ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
 ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader

(Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High 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; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 09/01/2013

	Rates	Fringes
Hod Carrier.....	\$ 30.47	10.05

PAIN0005-002 07/01/2014

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 28.50	14.61

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2014

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 26.65	10.48
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 21.55	10.48
Lead Abatement, Asbestos Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

* PAIN0055-003 04/01/2015

CLARK, COWLITZ, KLUCKITAT, PACIFIC, SKAMANIA, AND WAHAKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 22.47	9.60
High work - All work 60		

ft. or higher.....	\$ 23.22	9.60
Spray and Sandblasting.....	\$ 23.07	9.60

PAIN0055-006 11/01/2014

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

Rates	Fringes
-------	---------

Painters:

HIGHWAY & PARKING LOT		
STRIPER.....	\$ 33.43	11.08

PLAS0072-004 06/01/2014

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.....	\$ 26.41	12.44

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 06/01/2014

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

Rates	Fringes
-------	---------

Cement Masons:

CEMENT MASON.....	\$ 37.43	14.95
COMPOSITION, TROWEL		
MACHINE, GRINDER, POWER		
TOOLS, GUNNITE NOZZLE.....	\$ 37.43	14.95
TROWLING MACHINE OPERATOR		
ON COMPOSITION.....	\$ 37.93	14.95

PLAS0555-002 06/01/2014

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

Rates	Fringes
-------	---------

Cement Masons:

CEMENT MASONS DOING BOTH

COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD...\$ 30.58	17.76
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....\$ 30.58	17.76
CEMENT MASONS.....\$ 29.98	17.76
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...\$ 31.18	17.76

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 06/01/2014

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line
 made by extending the north boundary line of Wahkiakum County
 west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....\$ 26.90	26.90	14.37
GROUP 2.....\$ 27.02	27.02	14.37
GROUP 3.....\$ 27.15	27.15	14.37
GROUP 4.....\$ 27.41	27.41	14.37
GROUP 5.....\$ 27.63	27.63	14.37
GROUP 6.....\$ 27.79	27.79	14.37
GROUP 7.....\$ 27.99	27.99	14.37

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 cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu.

yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

 * TEAM0174-001 01/01/2014

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:.....	\$ 32.18	16.69
GROUP 2:.....	\$ 31.34	16.69
GROUP 3:.....	\$ 28.53	16.69
GROUP 4:.....	\$ 23.56	16.69
GROUP 5:.....	\$ 31.73	16.69

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar

equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 01/01/2014

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.....	\$ 20.17	15.19
GROUP 2.....	\$ 22.44	15.19
GROUP 3.....	\$ 22.94	15.19
GROUP 4.....	\$ 23.27	15.19
GROUP 5.....	\$ 23.38	15.19
GROUP 6.....	\$ 23.55	15.19
GROUP 7.....	\$ 24.08	15.19
GROUP 8.....	\$ 24.44	15.19

AREA 2

GROUP 1.....	\$ 21.77	15.19
GROUP 2.....	\$ 24.31	15.19
GROUP 3.....	\$ 24.42	15.19
GROUP 4.....	\$ 24.75	15.19
GROUP 5.....	\$ 24.86	15.19
GROUP 6.....	\$ 25.02	15.19
GROUP 7.....	\$ 25.56	15.19
GROUP 8.....	\$ 25.88	15.19

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power
Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and
under); Leverperson (loading trucks at bunkers); Trailer
Mounted Hydro Seeder and Mulcher; Seeder & Mulcher;
Stationary Fuel Operator; Tractor (small, rubber-tired,
pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile &
Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. &
under); Flat Bed Truck with Hydraulic System; Fork Lift
(3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner &
Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo;
Scissors Truck; Slurry Truck Driver; Straddle Carrier
(Ross, Hyster, & similar); Tireperson; Transit Mixers &
Truck Hauling Concrete (3 yd. to & including 6 yds.);
Trucks, side, end, bottom & articulated end dump (3 yards

to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

State of Washington
 Department of Labor & Industries
 Prevailing Wage Section - Telephone 360-902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 7/20/2015

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
King	Asbestos Abatement Workers	Journey Level	\$42.67	<u>5D</u>	<u>1H</u>	
King	Boilermakers	Journey Level	\$64.29	<u>5N</u>	<u>1C</u>	
King	Brick Mason	Brick And Block Finisher	\$44.46	<u>5A</u>	<u>1M</u>	
King	Brick Mason	Journey Level	\$51.32	<u>5A</u>	<u>1M</u>	
King	Brick Mason	Pointer-Caulker-Cleaner	\$51.32	<u>5A</u>	<u>1M</u>	
King	Building Service Employees	Janitor	\$21.29	<u>5S</u>	<u>2F</u>	
King	Building Service Employees	Traveling Waxer/Shampooer	\$21.70	<u>5S</u>	<u>2F</u>	
King	Building Service Employees	Window Cleaner (Non-Scaffold)	\$24.94	<u>5S</u>	<u>2F</u>	
King	Building Service Employees	Window Cleaner (Scaffold)	\$25.80	<u>5S</u>	<u>2F</u>	
King	Cabinet Makers (In Shop)	Journey Level	\$22.74		<u>1</u>	
King	Carpenters	Acoustical Worker	\$52.32	<u>5D</u>	<u>4C</u>	
King	Carpenters	Bridge, Dock And Wharf Carpenters	\$52.32	<u>5D</u>	<u>4C</u>	
King	Carpenters	Carpenter	\$52.32	<u>5D</u>	<u>4C</u>	
King	Carpenters	Carpenters on Stationary Tools	\$52.45	<u>5D</u>	<u>4C</u>	
King	Carpenters	Creosoted Material	\$52.42	<u>5D</u>	<u>4C</u>	
King	Carpenters	Floor Finisher	\$52.32	<u>5D</u>	<u>4C</u>	
King	Carpenters	Floor Layer	\$52.32	<u>5D</u>	<u>4C</u>	
King	Carpenters	Scaffold Erector	\$52.32	<u>5D</u>	<u>4C</u>	
King	Cement Masons	Journey Level	\$52.38	<u>7A</u>	<u>1M</u>	
King	Divers & Tenders	Diver	\$105.37	<u>5D</u>	<u>4C</u>	<u>8A</u>
King	Divers & Tenders	Diver On Standby	\$59.50	<u>5D</u>	<u>4C</u>	
King	Divers & Tenders	Diver Tender	\$54.82	<u>5D</u>	<u>4C</u>	
King	Divers & Tenders	Surface Rcv & Rov Operator	\$54.82	<u>5D</u>	<u>4C</u>	
King	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$51.07	<u>5A</u>	<u>4C</u>	
King	Dredge Workers	Assistant Engineer	\$54.75	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Assistant Mate (Deckhand)	\$54.33	<u>5D</u>	<u>3F</u>	

King	Dredge Workers	Boatmen	\$54.75	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Engineer Welder	\$55.79	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Leverman, Hydraulic	\$56.92	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Mates	\$54.75	<u>5D</u>	<u>3F</u>	
King	Dredge Workers	Oiler	\$54.33	<u>5D</u>	<u>3F</u>	
King	Drywall Applicator	Journey Level	\$52.32	<u>5D</u>	<u>1H</u>	
King	Drywall Tapers	Journey Level	\$52.37	<u>5P</u>	<u>1E</u>	
King	Electrical Fixture Maintenance Workers	Journey Level	\$26.59	<u>5L</u>	<u>1E</u>	
King	Electricians - Inside	Cable Splicer	\$66.76	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Cable Splicer (tunnel)	\$71.67	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Certified Welder	\$64.54	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Certified Welder (tunnel)	\$69.22	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Construction Stock Person	\$37.19	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Journey Level	\$62.30	<u>7C</u>	<u>4E</u>	
King	Electricians - Inside	Journey Level (tunnel)	\$66.76	<u>7C</u>	<u>4E</u>	
King	Electricians - Motor Shop	Craftsman	\$15.37		<u>1</u>	
King	Electricians - Motor Shop	Journey Level	\$14.69		<u>1</u>	
King	Electricians - Powerline Construction	Cable Splicer	\$69.95	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Certified Line Welder	\$63.97	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Groundperson	\$43.62	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$63.97	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Journey Level Lineperson	\$63.97	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Line Equipment Operator	\$53.81	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Pole Sprayer	\$63.97	<u>5A</u>	<u>4D</u>	
King	Electricians - Powerline Construction	Powderperson	\$47.55	<u>5A</u>	<u>4D</u>	
King	Electronic Technicians	Journey Level	\$31.00		<u>1</u>	
King	Elevator Constructors	Mechanic	\$82.67	<u>7D</u>	<u>4A</u>	
King	Elevator Constructors	Mechanic In Charge	\$89.40	<u>7D</u>	<u>4A</u>	
King	Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$15.90	<u>5B</u>	<u>1R</u>	
King	Fence Erectors	Fence Erector	\$15.18		<u>1</u>	
King	Flaggers	Journey Level	\$36.17	<u>7A</u>	<u>3I</u>	
King	Glaziers	Journey Level	\$54.91	<u>7L</u>	<u>1Y</u>	
King	Heat & Frost Insulators And Asbestos Workers	Journeyman	\$61.18	<u>5J</u>	<u>1S</u>	
King	Heating Equipment Mechanics	Journey Level	\$70.37	<u>7F</u>	<u>1E</u>	
King	Hod Carriers & Mason Tenders	Journey Level	\$44.00	<u>7A</u>	<u>3I</u>	
King	Industrial Power Vacuum	Journey Level	\$9.47		<u>1</u>	

	Cleaner				
King	Inland Boatmen	Boat Operator	\$54.57	<u>5B</u>	<u>1K</u>
King	Inland Boatmen	Cook	\$50.95	<u>5B</u>	<u>1K</u>
King	Inland Boatmen	Deckhand	\$51.19	<u>5B</u>	<u>1K</u>
King	Inland Boatmen	Deckhand Engineer	\$52.18	<u>5B</u>	<u>1K</u>
King	Inland Boatmen	Launch Operator	\$53.40	<u>5B</u>	<u>1K</u>
King	Inland Boatmen	Mate	\$53.40	<u>5B</u>	<u>1K</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$31.49		<u>1</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		<u>1</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$24.91		<u>1</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$19.33		<u>1</u>
King	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$20.45		<u>1</u>
King	Insulation Applicators	Journey Level	\$52.32	<u>5D</u>	<u>4C</u>
King	Ironworkers	Journeyman	\$61.62	<u>7N</u>	<u>10</u>
King	Laborers	Air, Gas Or Electric Vibrating Screed	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Airtrac Drill Operator	\$44.00	<u>7A</u>	<u>3I</u>
King	Laborers	Ballast Regular Machine	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Batch Weighman	\$36.17	<u>7A</u>	<u>3I</u>
King	Laborers	Brick Pavers	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Brush Cutter	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Brush Hog Feeder	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Burner	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Caisson Worker	\$44.00	<u>7A</u>	<u>3I</u>
King	Laborers	Carpenter Tender	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Caulker	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Cement Dumper-paving	\$43.46	<u>7A</u>	<u>3I</u>
King	Laborers	Cement Finisher Tender	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Change House Or Dry Shack	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Chipping Gun (under 30 Lbs.)	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Chipping Gun(30 Lbs. And Over)	\$43.46	<u>7A</u>	<u>3I</u>
King	Laborers	Choker Setter	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Chuck Tender	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Clary Power Spreader	\$43.46	<u>7A</u>	<u>3I</u>
King	Laborers	Clean-up Laborer	\$42.67	<u>7A</u>	<u>3I</u>
King	Laborers	Concrete Dumper/chute	\$43.46	<u>7A</u>	<u>3I</u>

		Operator				
King	Laborers	Concrete Form Stripper	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Concrete Placement Crew	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Concrete Saw Operator/core Driller	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Crusher Feeder	\$36.17	<u>7A</u>	<u>3I</u>	
King	Laborers	Curing Laborer	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Demolition: Wrecking & Moving (incl. Charred Material)	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Ditch Digger	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Diver	\$44.00	<u>7A</u>	<u>3I</u>	
King	Laborers	Drill Operator (hydraulic,diamond)	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Dry Stack Walls	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Dump Person	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Epoxy Technician	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Erosion Control Worker	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Faller & Bucker Chain Saw	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Fine Graders	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Firewatch	\$36.17	<u>7A</u>	<u>3I</u>	
King	Laborers	Form Setter	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Gabian Basket Builders	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	General Laborer	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Grade Checker & Transit Person	\$44.00	<u>7A</u>	<u>3I</u>	
King	Laborers	Grinders	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Grout Machine Tender	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Groutmen (pressure)including Post Tension Beams	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Guardrail Erector	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Hazardous Waste Worker (level A)	\$44.00	<u>7A</u>	<u>3I</u>	
King	Laborers	Hazardous Waste Worker (level B)	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Hazardous Waste Worker (level C)	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	High Scaler	\$44.00	<u>7A</u>	<u>3I</u>	
King	Laborers	Jackhammer	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Laserbeam Operator	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Maintenance Person	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Manhole Builder-mudman	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Material Yard Person	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Motorman-dinky Locomotive	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete &	\$43.46	<u>7A</u>	<u>3I</u>	

		Rock, Sandblast, Gunite, Shotcrete, Water Bla				
King	Laborers	Pavement Breaker	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Pilot Car	\$36.17	<u>7A</u>	<u>3I</u>	
King	Laborers	Pipe Layer Lead	\$44.00	<u>7A</u>	<u>3I</u>	
King	Laborers	Pipe Layer/tailor	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Pipe Pot Tender	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Pipe Reliner	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Pipe Wrapper	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Pot Tender	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Powderman	\$44.00	<u>7A</u>	<u>3I</u>	
King	Laborers	Powderman's Helper	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Power Jacks	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Railroad Spike Puller - Power	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Raker - Asphalt	\$44.00	<u>7A</u>	<u>3I</u>	
King	Laborers	Re-timberman	\$44.00	<u>7A</u>	<u>3I</u>	
King	Laborers	Remote Equipment Operator	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Rigger/signal Person	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Rip Rap Person	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Rivet Buster	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Rodder	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Scaffold Erector	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Scale Person	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Sloper (over 20")	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Sloper Sprayer	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Spreader (concrete)	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Stake Hopper	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Stock Piler	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Tamper (multiple & Self- propelled)	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Timber Person - Sewer (logger, Shorer & Cribber)	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Toolroom Person (at Jobsite)	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Topper	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Track Laborer	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Track Liner (power)	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Traffic Control Laborer	\$38.68	<u>7A</u>	<u>3I</u>	<u>8R</u>
King	Laborers	Traffic Control Supervisor	\$38.68	<u>7A</u>	<u>3I</u>	<u>8R</u>
King	Laborers	Truck Spotter	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Tugger Operator	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$64.99	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air	\$70.02	<u>7A</u>	<u>3I</u>	<u>8Q</u>

		Worker 30.01-44.00 psi				
King	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$73.70	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$79.40	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$81.52	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$86.62	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$88.52	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$90.52	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$92.52	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Guage and Lock Tender	\$44.10	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Tunnel Work-Miner	\$44.10	<u>7A</u>	<u>3I</u>	<u>8Q</u>
King	Laborers	Vibrator	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Vinyl Seamer	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers	Watchman	\$32.87	<u>7A</u>	<u>3I</u>	
King	Laborers	Welder	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Well Point Laborer	\$43.46	<u>7A</u>	<u>3I</u>	
King	Laborers	Window Washer/cleaner	\$32.87	<u>7A</u>	<u>3I</u>	
King	Laborers - Underground Sewer & Water	General Laborer & Topman	\$42.67	<u>7A</u>	<u>3I</u>	
King	Laborers - Underground Sewer & Water	Pipe Layer	\$43.46	<u>7A</u>	<u>3I</u>	
King	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$13.56		<u>1</u>	
King	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$28.17		<u>1</u>	
King	Landscape Construction	Landscaping or Planting Laborers	\$17.87		<u>1</u>	
King	Lathers	Journey Level	\$52.32	<u>5D</u>	<u>1H</u>	
King	Marble Setters	Journey Level	\$51.32	<u>5A</u>	<u>1M</u>	
King	Metal Fabrication (In Shop)	Fitter	\$15.86		<u>1</u>	
King	Metal Fabrication (In Shop)	Laborer	\$9.78		<u>1</u>	
King	Metal Fabrication (In Shop)	Machine Operator	\$13.04		<u>1</u>	
King	Metal Fabrication (In Shop)	Painter	\$11.10		<u>1</u>	
King	Metal Fabrication (In Shop)	Welder	\$15.48		<u>1</u>	
King	Millwright	Journey Level	\$53.42	<u>5D</u>	<u>4C</u>	
King	Modular Buildings	Cabinet Assembly	\$11.56		<u>1</u>	
King	Modular Buildings	Electrician	\$11.56		<u>1</u>	
King	Modular Buildings	Equipment Maintenance	\$11.56		<u>1</u>	
King	Modular Buildings	Plumber	\$11.56		<u>1</u>	
King	Modular Buildings	Production Worker	\$9.47		<u>1</u>	

King	Modular Buildings	Tool Maintenance	\$11.56		<u>1</u>	
King	Modular Buildings	Utility Person	\$11.56		<u>1</u>	
King	Modular Buildings	Welder	\$11.56		<u>1</u>	
King	Painters	Journey Level	\$37.80	<u>6Z</u>	<u>2B</u>	
King	Pile Driver	Journey Level	\$52.57	<u>5D</u>	<u>4C</u>	
King	Plasterers	Journey Level	\$50.42	<u>7Q</u>	<u>1R</u>	
King	Playground & Park Equipment Installers	Journey Level	\$9.47		<u>1</u>	
King	Plumbers & Pipefitters	Journey Level	\$74.69	<u>6Z</u>	<u>1G</u>	
King	Power Equipment Operators	Asphalt Plant Operators	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Assistant Engineer	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Barrier Machine (zipper)	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Batch Plant Operator, Concrete	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Bobcat	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Brooms	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Bump Cutter	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cableways	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Chipper	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Compressor	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Conveyors	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: 20 Tons Through 44 Tons With Attachments	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$56.36	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: A-frame - 10 Tons And Under	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>

King	Power Equipment Operators	Cranes: Friction 100 Tons Through 199 Tons	\$56.36	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: Friction Over 200 Tons	\$56.92	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$56.92	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Crusher	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Derricks, On Building Work	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Dozers D-9 & Under	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Drilling Machine	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Elevator And Man-lift: Permanent And Shaft Type	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Forklift: 3000 Lbs And Over With Attachments	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Forklifts: Under 3000 Lbs. With Attachments	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Gradechecker/stakeman	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Guardrail Punch	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Horizontal/directional Drill Locator	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Horizontal/directional Drill Operator	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Hydralifts/boom Trucks Over 10 Tons	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>

King	Power Equipment Operators	Loaders, Plant Feed	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Loaders: Elevating Type Belt	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Locomotives, All	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Material Transfer Device	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Motor Patrol Grader - Non-finishing	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Motor Patrol Graders, Finishing	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Pavement Breaker	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Posthole Digger, Mechanical	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Power Plant	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Pumps - Water	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Rigger And Bellman	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Rollagon	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Roller, Other Than Plant Mix	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Roto-mill, Roto-grinder	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Saws - Concrete	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Scrapers - Concrete & Carry All	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Scrapers, Self-propelled: 45	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Yards And Over				
King	Power Equipment Operators	Service Engineers - Equipment	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shotcrete/gunite Equipment	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$56.36	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Slipform Pavers	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Spreader, Toppers & Screedman	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Subgrader Trimmer	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Tower Bucket Elevators	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Tower Crane Over 175'in Height, Base To Boom	\$56.36	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Transporters, All Track Or Truck Type	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Trenching Machines	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Truck Crane Oiler/driver Under 100 Tons	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Truck Mount Portable Conveyor	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Welder	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Wheel Tractors, Farmall Type	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators	Yo Yo Pay Dozer	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operators	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator, Concrete	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Brooms	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>

King	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cableways	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Chipper	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Compressor	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 Tons Through 44 Tons With Attachments	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$56.36	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction 100 Tons Through 199 Tons	\$56.36	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction Over 200 Tons	\$56.92	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$56.92	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Crusher	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-	Derricks, On Building Work	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>

	Underground Sewer & Water					
King	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-	Mechanics, All (leadmen -	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>

	Underground Sewer & Water	\$0.50 Per Hour Over Mechanic)				
King	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Grader - Non-finishing	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders, Finishing	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Rigger And Bellman	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-	Saws - Concrete	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>

	Underground Sewer & Water					
King	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Service Engineers - Equipment	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Shotcrete/gunite Equipment	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$56.36	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane Over 175'in Height, Base To Boom	\$56.36	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Tower Crane Up To 175' In Height Base To Boom	\$55.79	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver - 100 Tons And Over	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/driver Under 100 Tons	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Welder	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$51.97	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Power Equipment Operators-	Yo Yo Pay Dozer	\$54.75	<u>7A</u>	<u>3C</u>	<u>8P</u>

	Underground Sewer & Water				
King	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$45.75	<u>5A</u>	<u>4A</u>
King	Power Line Clearance Tree Trimmers	Spray Person	\$43.38	<u>5A</u>	<u>4A</u>
King	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$45.75	<u>5A</u>	<u>4A</u>
King	Power Line Clearance Tree Trimmers	Tree Trimmer	\$40.84	<u>5A</u>	<u>4A</u>
King	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$30.74	<u>5A</u>	<u>4A</u>
King	Refrigeration & Air Conditioning Mechanics	Journey Level	\$73.51	<u>6Z</u>	<u>1G</u>
King	Residential Brick Mason	Journey Level	\$51.32	<u>5A</u>	<u>1M</u>
King	Residential Carpenters	Journey Level	\$28.20		<u>1</u>
King	Residential Cement Masons	Journey Level	\$22.64		<u>1</u>
King	Residential Drywall Applicators	Journey Level	\$40.14	<u>5D</u>	<u>4C</u>
King	Residential Drywall Tapers	Journey Level	\$52.37	<u>5P</u>	<u>1E</u>
King	Residential Electricians	Journey Level	\$30.44		<u>1</u>
King	Residential Glaziers	Journey Level	\$37.30	<u>7L</u>	<u>1H</u>
King	Residential Insulation Applicators	Journey Level	\$26.28		<u>1</u>
King	Residential Laborers	Journey Level	\$23.03		<u>1</u>
King	Residential Marble Setters	Journey Level	\$24.09		<u>1</u>
King	Residential Painters	Journey Level	\$24.46		<u>1</u>
King	Residential Plumbers & Pipefitters	Journey Level	\$34.69		<u>1</u>
King	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$73.51	<u>6Z</u>	<u>1G</u>
King	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$42.58	<u>7F</u>	<u>1R</u>
King	Residential Soft Floor Layers	Journey Level	\$42.41	<u>5A</u>	<u>3D</u>
King	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$42.48	<u>5C</u>	<u>2R</u>
King	Residential Stone Masons	Journey Level	\$51.32	<u>5A</u>	<u>1M</u>
King	Residential Terrazzo Workers	Journey Level	\$46.96	<u>5A</u>	<u>1M</u>
King	Residential Terrazzo/Tile Finishers	Journey Level	\$21.46		<u>1</u>
King	Roofers	Journey Level	\$45.71	<u>5A</u>	<u>3H</u>
King	Roofers	Using Irritable Bituminous Materials	\$48.71	<u>5A</u>	<u>3H</u>
King	Sheet Metal Workers	Journey Level (Field or Shop)	\$70.37	<u>7F</u>	<u>1E</u>
King	Shipbuilding & Ship Repair	Boilermaker	\$39.82	<u>7M</u>	<u>1H</u>
King	Shipbuilding & Ship Repair	Carpenter	\$39.24	<u>7I</u>	<u>2B</u>
King	Shipbuilding & Ship Repair	Electrician	\$40.16	<u>7I</u>	<u>4B</u>
King	Shipbuilding & Ship Repair	Heat & Frost Insulator	\$61.18	<u>5J</u>	<u>1S</u>
King	Shipbuilding & Ship Repair	Laborer	\$40.19	<u>7I</u>	<u>4B</u>

King	Shipbuilding & Ship Repair	Machinist	\$40.18	<u>7T</u>	<u>4B</u>	
King	Shipbuilding & Ship Repair	Operator	\$40.11	<u>7T</u>	<u>4B</u>	
King	Shipbuilding & Ship Repair	Painter	\$40.16	<u>7T</u>	<u>4B</u>	
King	Shipbuilding & Ship Repair	Pipefitter	\$40.11	<u>7T</u>	<u>4B</u>	
King	Shipbuilding & Ship Repair	Rigger	\$40.19	<u>7T</u>	<u>4B</u>	
King	Shipbuilding & Ship Repair	Sheet Metal	\$40.14	<u>7T</u>	<u>4B</u>	
King	Shipbuilding & Ship Repair	Shipfitter	\$40.19	<u>7T</u>	<u>4B</u>	
King	Shipbuilding & Ship Repair	Trucker	\$40.03	<u>7T</u>	<u>4B</u>	
King	Shipbuilding & Ship Repair	Warehouse	\$40.08	<u>7T</u>	<u>4B</u>	
King	Shipbuilding & Ship Repair	Welder/Burner	\$40.19	<u>7T</u>	<u>4B</u>	
King	Sign Makers & Installers (Electrical)	Sign Installer	\$22.92		<u>1</u>	
King	Sign Makers & Installers (Electrical)	Sign Maker	\$21.36		<u>1</u>	
King	Sign Makers & Installers (Non-Electrical)	Sign Installer	\$27.28		<u>1</u>	
King	Sign Makers & Installers (Non-Electrical)	Sign Maker	\$33.25		<u>1</u>	
King	Soft Floor Layers	Journey Level	\$42.41	<u>5A</u>	<u>3D</u>	
King	Solar Controls For Windows	Journey Level	\$12.44		<u>1</u>	
King	Sprinkler Fitters (Fire Protection)	Journey Level	\$69.74	<u>5C</u>	<u>1X</u>	
King	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		<u>1</u>	
King	Stone Masons	Journey Level	\$51.32	<u>5A</u>	<u>1M</u>	
King	Street And Parking Lot Sweeper Workers	Journey Level	\$19.09		<u>1</u>	
King	Surveyors	Assistant Construction Site Surveyor	\$54.33	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Surveyors	Chainman	\$53.81	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Surveyors	Construction Site Surveyor	\$55.24	<u>7A</u>	<u>3C</u>	<u>8P</u>
King	Telecommunication Technicians	Journey Level	\$22.76		<u>1</u>	
King	Telephone Line Construction - Outside	Cable Splicer	\$36.96	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$20.49	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Installer (Repairer)	\$35.40	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Special Aparatus Installer I	\$36.96	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Special Apparatus Installer II	\$36.19	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$36.96	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$34.34	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction -	Telephone Lineperson	\$34.34	<u>5A</u>	<u>2B</u>	

	Outside					
King	Telephone Line Construction - Outside	Television Groundperson	\$19.45	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Television Lineperson/Installer	\$25.89	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Television System Technician	\$30.97	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Television Technician	\$27.77	<u>5A</u>	<u>2B</u>	
King	Telephone Line Construction - Outside	Tree Trimmer	\$34.34	<u>5A</u>	<u>2B</u>	
King	Terrazzo Workers	Journey Level	\$46.96	<u>5A</u>	<u>1M</u>	
King	Tile Setters	Journey Level	\$21.65		<u>1</u>	
King	Tile, Marble & Terrazzo Finishers	Finisher	\$37.79	<u>5A</u>	<u>1B</u>	
King	Traffic Control Stripers	Journey Level	\$43.11	<u>7A</u>	<u>1K</u>	
King	Truck Drivers	Asphalt Mix Over 16 Yards (W. WA-Joint Council 28)	\$49.85	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	Truck Drivers	Asphalt Mix To 16 Yards (W. WA-Joint Council 28)	\$49.01	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	Truck Drivers	Dump Truck & Trailer	\$49.85	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	Truck Drivers	Dump Truck (W. WA-Joint Council 28)	\$49.01	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	Truck Drivers	Other Trucks (W. WA-Joint Council 28)	\$49.85	<u>5D</u>	<u>3A</u>	<u>8L</u>
King	Truck Drivers	Transit Mixer	\$43.23		<u>1</u>	
King	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.71		<u>1</u>	
King	Well Drillers & Irrigation Pump Installers	Oiler	\$12.97		<u>1</u>	
King	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>	

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010\(2\)](#) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

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.

Benefit Code Key – Effective 3-4-2015 thru 9-1-2015

1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- S. 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 hours worked on holidays and 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.
- 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.

Benefit Code Key – Effective 3-4-2015 thru 9-1-2015

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.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two 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.
 - G. 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 hours worked on Sunday shall be paid at two 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.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times 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.
 - W. 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 first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on 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.
- A. 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 shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. 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.

Benefit Code Key – Effective 3-4-2015 thru 9-1-2015

3.
 - C. 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 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 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.
 - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am 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.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - 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.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) 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 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.
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.
 - B. All hours worked over twelve (12) hours per day and all hours worked on 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.

Benefit Code Key – Effective 3-4-2015 thru 9-1-2015

4. 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.

- F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on 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.

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).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).

Benefit Code Key – Effective 3-4-2015 thru 9-1-2015

- 5. 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).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, And A Half-Day On Christmas Eve Day. (9 1/2).
- 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).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
- 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).

Benefit Code Key – Effective 3-4-2015 thru 9-1-2015

6. Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday And Saturday After Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Benefit Code Key – Effective 3-4-2015 thru 9-1-2015

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). 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.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- 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.
- T. Paid Holidays: New Year's Day, The Day After Or Before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, and The Day After Or Before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following 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 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

Benefit Code Key – Effective 3-4-2015 thru 9-1-2015

8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price
- 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.
- P. 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.
- Q. 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.
- R. 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.
- 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.

ATTACHMENT L

FEDERAL TRANSIT ADMINISTRATION ARTICLES

FOR CONSTRUCTION CONTRACTS

FEDERAL TRANSIT ADMINISTRATION ARTICLES
FOR CONSTRUCTION CONTRACTS
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. BUY AMERICA REQUIREMENTS	2
II. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	3
III. LOBBYING	4
IV. ACCESS TO RECORDS AND REPORTS	5
VI. CLEAN WATER REQUIREMENTS	7
VII. CLEAN AIR	8
VIII. FEDERAL CHANGES	8
IX. NO GOVERNMENT OBLIGATION TO THIRD PARTIES	9
X. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	10 10
XI. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	11
XII. CIVIL RIGHTS REQUIREMENTS	13
XIII. BONDING REQUIREMENTS	14
XIV. DAVIS - BACON ACT AND COPELAND ANTI – KICKBACK ACT	15
XV. DISADVANTAGED BUSINESS ENTERPRISES	23
XVI. ADA ACCESS	23
XVII. SUBCONTRACT WORK COMPLETION AND PROMPT PAY OF RETAINAGE	25
XVIII. CARGO PREFERENCE	28
XIX. FLY AMERICA	29
XX. SEISMIC SAFETY REQUIREMENTS	30
XXI. RECYCLED PRODUCTS	30
XXII. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE	31 31
XXIII. BREACHES AND DISPUTE RESOLUTION	31
XXIV. TERMINATION	31
XXV. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES	32
XXVI. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS	33

**FEDERAL TRANSIT ADMINISTRATION ARTICLES
FOR CONSTRUCTION CONTRACTS**

I.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

The Buy America requirements flow down from FTA recipients and subrecipients to first tier Contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America

This Contract is subject to the Federal Transit Administration's (FTA's) Buy America requirements in 49 CFR Part 661 and 49 U.S.C. 5323(j). The Contractor agrees to abide by its Buy America Certificate submitted with its bid/proposal.

1 II.

2 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

3 2 CFR Part 180

4 2 CFR Part 1200

5 2 CFR Parts 180 and 1200 prohibit FTA recipients and sub-recipients from contracting for goods
6 and services from organizations that have been suspended or debarred from receiving
7 Federally-assisted contracts. As part of their applications each year, recipients are required to
8 submit a certification to the effect that they will not enter into contracts over \$25,000 with
9 suspended or debarred Contractors and that they will require their Contractors (and their
10 subcontractors) to make the same certification to them. Contractors are also required to
11 confirm whether a prospective lower-tier participant is debarred or suspended.

12 Contractors are required to pass this requirement on to subcontractors seeking subcontracts
13 over \$25,000. Thus, the terms "lower tier covered participant" and "lower tier covered
14 transaction" include both Contractors and subcontractors and contracts and subcontracts over
15 \$25,000.

16 **Debarment and Suspension**

17 This Contract is subject to the Federal Transit Administration's (FTA's) debarment and suspension
18 requirements in 2 CFR Parts 180 and 1200. The Contractor agrees to abide by the following
19 certifications submitted with its bid/proposal: "Certification of Contractor Regarding Debarment,
20 Suspension, and Other Responsibility Matters"; "Certification of Contractor Regarding Debarment,
21 Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"; and
22 corresponding certifications for subcontractors. The Contractor also agrees to (i) confirm whether a
23 prospective participant in a lower tier covered transaction is debarred or suspended by checking
24 the exclusion records maintained at <https://www.sam.gov/portal/public/SAM/>; and (ii) pass on the
25 same requirement to prospective lower tier participants.

1 III.

2 LOBBYING

3 31 U.S.C. 1352

4 49 CFR Part 19

5 49 CFR Part 20

6 The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of
7 Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

8 The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying
9 Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, § 7.

10 The Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.
11 Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure
12 Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Lobbying Certification and
13 Disclosure of Lobbying Activities for third party Contractors are mandated by 31 U.S.C.
14 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and
15 DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d) -
16 Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which
17 provides that Contractors file the certification required by 49 CFR Part 20, Appendix A.
18 Modifications have been made to the Lobbying Certification pursuant to Section 10 of the
19 Lobbying Disclosure Act of 1995. - Use of "Disclosure of Lobbying Activities," Standard Form-LLL
20 set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New
21 Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20,
22 Appendix A. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying
23 Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors
24 who apply or bid for an award of \$100,000 or more shall file the certification required by
25 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will
26 not and has not used Federal appropriated funds to pay any person or organization for
27 influencing or attempting to influence an officer or employee of any agency, a member of
28 Congress, officer or employee of Congress, or an employee of a member of Congress in
29 connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.
30 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act
31 of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to
32 that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are
33 forwarded from tier to tier up to the recipient.

34 **Lobbying**

35 This Contract is subject to the Federal Transit Administration's (FTA's) Lobbying requirements in
36 31 U.S.C. 1352, 49 CFR Part 19 and 49 CFR Part 20. The Contractor agrees to abide by its
37 "Certification Regarding Lobbying" submitted with its bid/proposal.

1 IV.

2 ACCESS TO RECORDS AND REPORTS

3 49 U.S.C. 5325

4 18 CFR 18.36 (i)

5 49 CFR 633.17

6
7 Reference Chart "Requirements for Access to Records and Reports by Type of Contracts".
8 FTA does not require the inclusion of these requirements in subcontracts.

9 Access to Records

10 The following access to records requirements apply to this Contract:

- 11 1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a
12 subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor
13 agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the
14 United States or any of their authorized representatives access to any books,
15 documents, papers and records of the Contractor which are directly pertinent to this
16 contract for the purposes of making audits, examinations, excerpts and transcriptions.
17 Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator
18 or his authorized representatives including any PMO Contractor access to Contractor's
19 records and construction sites pertaining to a major capital project, defined at 49 U.S.C.
20 5302(a)1, which is receiving federal financial assistance through the programs described
21 at 49 U.S.C. 5307, 5309 or 5311.
- 22 2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA
23 Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the
24 Purchaser, the FTA Administrator or his authorized representatives, including any PMO
25 Contractor, access to the Contractor's records and construction sites pertaining to a
26 major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial
27 assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By
28 definition, a major capital project excludes contracts of less than the simplified
29 acquisition threshold currently set at \$100,000.
- 30 3. Where the Purchaser enters into a negotiated contract for other than a small purchase
31 or under the simplified acquisition threshold and is an institution of higher education, a
32 hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the
33 FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the
34 Purchaser, FTA Administrator, the Comptroller General of the United States or any of
35 their duly authorized representatives with access to any books, documents, papers and
36 record of the Contractor which are directly pertinent to this contract for the purposes of
37 making audits, examinations, excerpts and transcriptions.

- 1 4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in
 2 accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or
 3 improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding,
 4 the Contractor shall make available records related to the contract to the Purchaser, the
 5 Secretary of Transportation and the Comptroller General or any authorized officer or
 6 employee of any of them for the purposes of conducting an audit and inspection.
- 7 5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means
 8 whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 9 6. The Contractor agrees to maintain all books, records, accounts and reports required
 10 under this contract for a period of not less than three years after the date of
 11 termination or expiration of this contract, except in the event of litigation or settlement
 12 of claims arising from the performance of this contract, in which case Contractor agrees
 13 to maintain same until the Purchaser, the FTA Administrator, the Comptroller General,
 14 or any of their duly authorized representatives, have disposed of all such litigation,
 15 appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 16 7. FTA does not require the inclusion of these requirements in subcontracts.

17 **Requirements for Access to Records and Reports by Types of Contract**

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, unless non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award

18 Sources of Authority: ¹ 49 USC 5325 (a) ² 49 CFR 633.17 ³ 18 CFR 18.36 (i)

19

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

V.
ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

The Energy Conservation requirements are applicable to all contracts.

The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

VI.
CLEAN WATER REQUIREMENTS

33 U.S.C. 1251

The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.

The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.

Clean Water

1. The 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. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1 VII.

2 CLEAN AIR

3 42 U.S.C. 7401 et seq.

4 40 CFR 15.61

5 49 CFR Part 18

6 The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite
7 quantities where the amount is expected to exceed \$100,000 in any year.

8 The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

9 **Clean Air**

10 1. The Contractor agrees to comply with all applicable standards, orders or regulations
11 issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The
12 Contractor agrees to report each violation to the State and understands and agrees that
13 the State will, in turn, report each violation as required to assure notification to FTA and
14 the appropriate EPA Regional Office.

15 2. The Contractor also agrees to include these requirements in each subcontract exceeding
16 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17
18 VIII.

19 FEDERAL CHANGES

20 49 CFR Part 18

21
22 The Federal Changes requirement applies to all contracts.

23 The Federal Changes requirement flows down appropriately to each applicable changed
24 requirement.

25 **Federal Changes**

26 The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures
27 and directives, including without limitation those listed directly or by reference in the Master
28 Agreement between the State and FTA, as they may be amended or promulgated from time to
29 time during the term of this contract. Contractor's failure to so comply shall constitute a
30 material breach of this contract.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

IX.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to all contracts. Not required by statute or regulation for either primary Contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.
--

No Obligation by the Federal Government

1. The State and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the State, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1 X.

2 **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**
3 **AND RELATED ACTS**

4 **31 U.S.C. 3801 et seq.**
5 **49 CFR Part 31, 18 U.S.C. 1001**
6 **49 U.S.C. 5307**
7

8 These requirements are applicable to all contracts.

9 These requirements flow down to Contractors and subcontractors who make, present, or
10 submit covered claims and statements.

11 **Program Fraud and False or Fraudulent Statements or Related Acts**

12 1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies
13 Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program
14 Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project.
15 Upon execution of the underlying contract, the Contractor certifies or affirms the
16 truthfulness and accuracy of any statement it has made, it makes, it may make, or
17 causes to be made, pertaining to the underlying contract or the FTA assisted project for
18 which this contract work is being performed. In addition to other penalties that may be
19 applicable, the Contractor further acknowledges that if it makes, or causes to be made,
20 a false, fictitious, or fraudulent claim, statement, submission, or certification, the
21 Federal Government reserves the right to impose the penalties of the Program Fraud
22 Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government
23 deems appropriate.

24 2. The Contractor also acknowledges that if it makes, or causes to be made, a false,
25 fictitious, or fraudulent claim, statement, submission, or certification to the Federal
26 Government under a contract connected with a project that is financed in whole or in
27 part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.
28 § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001
29 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government
30 deems appropriate.

31 3. The Contractor agrees to include the above two clauses in each subcontract financed in
32 whole or in part with Federal assistance provided by FTA. It is further agreed that the
33 clauses shall not be modified, except to identify the subcontractor who will be subject to
34 the provisions.

1 XI.

2 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

3 **40 U.S.C. 3701**

4 **29 C.F.R. § 5.5(b)**

5 **49 CFR § 18**

6
7 29 CFR § 5.5(b), which deals with overtime requirements, applies to: all construction contracts
8 in excess of \$100,000.

9 Applies to third party Contractors and subcontractors.

10
11 (These clauses should be used in conjunction with the Davis-Bacon Act clauses.)

12
13 1. **Overtime Requirements**

14 No Contractor or subcontractor contracting for any part of the contract work which may
15 require or involve the employment of laborers or mechanics shall require or permit any
16 such laborer or mechanic in any workweek in which he or she is employed on such work
17 to work in excess of forty hours in such workweek unless such laborer or mechanic
18 receives compensation at a rate not less than one and one-half times the basic rate of
19 pay for all hours worked in excess of forty hours in such workweek.

20
21 2. **Violation; Liability For Unpaid Wages; Liquidated Damages**

22 In the event of any violation of the clause set forth in paragraph (1) of this section the
23 Contractor and any subcontractor responsible therefor shall be liable for the unpaid
24 wages. In addition, such Contractor and subcontractor shall be liable to the United
25 States for liquidated damages. Such liquidated damages shall be computed with respect
26 to each individual laborer or mechanic, including watchmen and guards, employed in
27 violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each
28 calendar day on which such individual was required or permitted to work in excess of
29 the standard workweek of forty hours without payment of the overtime wages required
30 by the clause set forth in paragraph 1 of this section.

31
32 3. **Withholding For Unpaid Wages and Liquidated Damages**

33 The State shall, upon its own action or upon written request of an authorized
34 representative of the Department of Labor, withhold or cause to be withheld, from any
35 moneys payable on account of work performed by the Contractor or subcontractor
36 under any such contract or any other Federal contract with the same prime Contractor,
37 or any other federally-assisted contract subject to the Contract Work Hours and Safety
38 Standards Act, which is held by the same prime Contractor, such sums as may be
39 determined to be necessary to satisfy any liabilities of such Contractor or subcontractor
40 for unpaid wages and liquidated damages as provided in the clause set forth in
41 paragraph 2 of this section.

- 1 4. **Subcontracts**
- 2 The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in
- 3 this section and also a clause requiring the subcontractors to include these clauses in
- 4 any lower tier subcontracts. The prime Contractor shall be responsible for compliance
- 5 by any subcontractor or lower tier subcontractor with the clauses set forth in this
- 6 section.
- 7

1 XII.

2 CIVIL RIGHTS REQUIREMENTS

3 29 U.S.C. § 623, 42 U.S.C. § 2000

4 42 U.S.C. § 6102, 42 U.S.C. § 12112

5 42 U.S.C. § 12132, 49 U.S.C. § 5332

6 29 CFR Part 1630, 41 CFR Parts 60 et seq.

7
8 The Civil Rights Requirements apply to all contracts.

9 The Civil Rights requirements flow down to all third party Contractors and subcontractors at
10 every tier.

11 **Civil Rights**

12 The following requirements apply to the underlying contract:

13 1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended,
14 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended,
15 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C.
16 § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will
17 not discriminate against any employee or applicant for employment because of race,
18 color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to
19 comply with applicable Federal implementing regulations and other implementing
20 requirements FTA may issue.

21 2. Equal Employment Opportunity - The following equal employment opportunity
22 requirements apply to the underlying contract:

23 A. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil
24 Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C.
25 § 5332, the Contractor agrees to comply with all applicable equal employment
26 opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations,
27 "Office of Federal Contract Compliance Programs, Equal Employment
28 Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement
29 Executive Order No. 11246, "Equal Employment Opportunity," as amended by
30 Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal
31 Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable
32 Federal statutes, executive orders, regulations, and Federal policies that may in
33 the future affect construction activities undertaken in the course of the Project.
34 The Contractor agrees to take affirmative action to ensure that applicants are
35 employed, and that employees are treated during employment, without regard
36 to their race, color, creed, national origin, sex, or age. Such action shall include,
37 but not be limited to, the following: employment, upgrading, demotion or
38 transfer, recruitment or recruitment advertising, layoff or termination; rates of

1 pay or other forms of compensation; and selection for training, including
2 apprenticeship. In addition, the Contractor agrees to comply with any
3 implementing requirements FTA may issue.

4 B. Age - In accordance with section 4 of the Age Discrimination in Employment Act
5 of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C.
6 § 5332, the Contractor agrees to refrain from discrimination against present and
7 prospective employees for reason of age. In addition, the Contractor agrees to
8 comply with any implementing requirements FTA may issue.

9 C. Disabilities - In accordance with section 102 of the Americans with Disabilities
10 Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply
11 with the requirements of U.S. Equal Employment Opportunity Commission,
12 "Regulations to Implement the Equal Employment Provisions of the Americans
13 with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons
14 with disabilities. In addition, the Contractor agrees to comply with any
15 implementing requirements FTA may issue.

16 3. The Contractor also agrees to include these requirements in each subcontract financed
17 in whole or in part with Federal assistance provided by FTA, modified only if necessary
18 to identify the affected parties.

19
20 **XIII.**

21 **BONDING REQUIREMENTS**

22
23 For construction or facility improvement contracts or subcontracts exceeding \$100,000.

24 Bonding requirements flow down to the first tier Contractors.

25 **Bid Bond and Contract Bond**

26 The Contractor shall comply with the "Bid Deposit" and "Contract Bond" provisions in the bid /
27 proposal package issued by the State.

- 1
2 (ii)(A) The contracting officer shall require that any class of laborers or mechanics,
3 including helpers, which is not listed in the wage determination and which is to
4 be employed under the contract shall be classified in conformance with the
5 wage determination. The contracting officer shall approve an additional
6 classification and wage rate and fringe benefits therefore only when the
7 following criteria have been met:
8
- 9 (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to
10 be performed by the classification requested is not performed by a
11 classification in the wage determination; and
12
- 13 (2) The classification is utilized in the area by the construction industry; and
14
- 15 (3) The proposed wage rate, including any bona fide fringe benefits, bears a
16 reasonable relationship to the wage rates contained in the wage
17 determination; and
18
- 19 (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a
20 classification prevails in the area in which the work is performed.
21
- 22 (B) If the Contractor and the laborers and mechanics to be employed in the
23 classification (if known), or their representatives, and the contracting officer
24 agree on the classification and wage rate (including the amount designated for
25 fringe benefits where appropriate), a report of the action taken shall be sent by
26 the contracting officer to the Administrator of the Wage and Hour Division,
27 Employment Standards Administration, U.S. Department of Labor, Washington,
28 DC 20210. The Administrator, or an authorized representative, will approve,
29 modify or disapprove every additional classification action within 30 days of
30 receipt and so advise the contracting officer or will notify the contracting officer
31 within the 30-day period that additional time is necessary.
32
- 33 (C) In the event the Contractor, the laborers or mechanics to be employed in the
34 classification or their representatives, and the contracting officer do not agree
35 on the proposed classification and wage rate (including the amount designated
36 for fringe benefits, where appropriate), the contracting officer shall refer the
37 questions, including the views of all interested parties and the recommendation
38 of the contracting officer, to the Administrator for determination. The
39 Administrator, or an authorized representative, will issue a determination within
40 30 days of receipt and so advise the contracting officer or will notify the
41 contracting officer within the 30-day period that additional time is necessary.
42
- 43 (D) The wage rate (including fringe benefits where appropriate) determined
44 pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all

1 workers performing work in the classification under this contract from the first
2 day on which work is performed in the classification.

3
4 (iii) Whenever the minimum wage rate prescribed in the contract for a class of
5 laborers or mechanics includes a fringe benefit which is not expressed as an
6 hourly rate, the Contractor shall either pay the benefit as stated in the wage
7 determination or shall pay another bona fide fringe benefit or an hourly cash
8 equivalent thereof.

9
10 (iv) If the Contractor does not make payments to a trustee or other third person, the
11 Contractor may consider as part of the wages of any laborer or mechanic the
12 amount of any costs reasonably anticipated in providing bona fide fringe benefits
13 under a plan or program; Provided that the Secretary of Labor has found, upon
14 the written request of the Contractor, that the applicable standards of the Davis-
15 Bacon Act have been met. The Secretary of Labor may require the Contractor to
16 set aside in a separate account assets for the meeting of obligations under the
17 plan or program.

18
19 (v)(A) The contracting officer shall require that any class of laborers or mechanics
20 which is not listed in the wage determination and which is to be employed under
21 the contract shall be classified in conformance with the wage determination.
22 The contracting officer shall approve an additional classification and wage rate
23 and fringe benefits therefor only when the following criteria have been met:

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

26
27 (2) The classification is utilized in the area by the construction industry; and

28
29 (3) The proposed wage rate, including any bona fide fringe benefits, bears a
30 reasonable relationship to the wage rates contained in the wage
31 determination.

32
33 (B) If the Contractor and the laborers and mechanics to be employed in the
34 classification (if known), or their representatives, and the contracting officer
35 agree on the classification and wage rate (including the amount designated for
36 fringe benefits where appropriate), a report of the action taken shall be sent by
37 the contracting officer to the Administrator of the Wage and Hour Division,
38 Employment Standards Administration, Washington, DC 20210. The
39 Administrator, or an authorized representative, will approve, modify, or
40 disapprove every additional classification action within 30 days of receipt and so
41 advise the contracting officer or will notify the contracting officer within the 30-
42 day period that additional time is necessary.

1 (C) In the event the Contractor, the laborers or mechanics to be employed in the
2 classification or their representatives, and the contracting officer do not agree
3 on the proposed classification and wage rate (including the amount designated
4 for fringe benefits, where appropriate), the contracting officer shall refer the
5 questions, including the views of all interested parties and the recommendation
6 of the contracting officer, to the Administrator for determination. The
7 Administrator, or an authorized representative, will issue a determination with
8 30 days of receipt and so advise the contracting officer or will notify the
9 contracting officer within the 30-day period that additional time is necessary.

10
11 (D) The wage rate (including fringe benefits where appropriate) determined
12 pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all
13 workers performing work in the classification under this contract from the first
14 day on which work is performed in the classification.

15
16 **2. Withholding**

17 The State shall, upon its own action or upon written request of an authorized
18 representative of the Department of Labor, withhold or cause to be withheld from the
19 Contractor under this contract or any other Federal contract with the same prime
20 Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing
21 wage requirements, which is held by the same prime Contractor, so much of the
22 accrued payments or advances as may be considered necessary to pay laborers and
23 mechanics, including apprentices, trainees, and helpers, employed by the Contractor or
24 any subcontractor the full amount of wages required by the contract. In the event of
25 failure to pay any laborer or mechanic, including any apprentice, trainee, or helper,
26 employed or working on the site of the work (or under the United States Housing Act of
27 1937 or under the Housing Act of 1949 in the construction or development of the
28 project), all or part of the wages required by the contract, the State may, after written
29 notice to the Contractor, sponsor, applicant, or owner, take such action as may be
30 necessary to cause the suspension of any further payment, advance, or guarantee of
31 funds until such violations have ceased.

32
33 **3. Payrolls and Basic Records**

34 (i) Payrolls and basic records relating thereto shall be maintained by the Contractor
35 during the course of the work and preserved for a period of three years
36 thereafter for all laborers and mechanics working at the site of the work (or
37 under the United States Housing Act of 1937, or under the Housing Act of 1949,
38 in the construction or development of the project). Such records shall contain
39 the name, address, and social security number of each such worker, his or her
40 correct classification, hourly rates of wages paid (including rates of contributions
41 or costs anticipated for bona fide fringe benefits or cash equivalents thereof of
42 the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and
43 weekly number of hours worked, deductions made and actual wages paid.
44 Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the

1 wages of any laborer or mechanic include the amount of any costs reasonably
2 anticipated in providing benefits under a plan or program described in
3 section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records
4 which show that the commitment to provide such benefits is enforceable, that
5 the plan or program is financially responsible, and that the plan or program has
6 been communicated in writing to the laborers or mechanics affected, and
7 records which show the costs anticipated or the actual cost incurred in providing
8 such benefits. Contractors employing apprentices or trainees under approved
9 programs shall maintain written evidence of the registration of apprenticeship
10 programs and certification of trainee programs, the registration of the
11 apprentices and trainees, and the ratios and wage rates prescribed in the
12 applicable programs.

13
14 (ii)(A) The Contractor shall submit weekly for each week in which any contract work is
15 performed a copy of all payrolls to the State for transmission to the Federal
16 Transit Administration. The payrolls submitted shall set out accurately and
17 completely all of the information required to be maintained under 29 CFR part 5.
18 This information may be submitted in any form desired. Optional Form WH-347
19 is available for this purpose and may be purchased from the Superintendent of
20 Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing
21 Office, Washington, DC 20402. The prime Contractor is responsible for the
22 submission of copies of payrolls by all subcontractors.

23 (B) Each payroll submitted shall be accompanied by a "Statement of Compliance,"
24 signed by the Contractor or subcontractor or his or her agent who pays or
25 supervises the payment of the persons employed under the contract and shall
26 certify the following:

27
28 (1) That the payroll for the payroll period contains the information required
29 to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5
30 and that such information is correct and complete;

31
32 (2) That each laborer or mechanic (including each helper, apprentice, and
33 trainee) employed on the contract during the payroll period has been
34 paid the full weekly wages earned, without rebate, either directly or
35 indirectly, and that no deductions have been made either directly or
36 indirectly from the full wages earned, other than permissible deductions
37 as set forth in Regulations, 29 CFR part 3;

38
39 (3) That each laborer or mechanic has been paid not less than the applicable
40 wage rates and fringe benefits or cash equivalents for the classification of
41 work performed, as specified in the applicable wage determination
42 incorporated into the contract.

43

1 (C) The weekly submission of a properly executed certification set forth on the
2 reverse side of Optional Form WH-347 shall satisfy the requirement for
3 submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B)
4 of this section.

5
6 (D) The falsification of any of the above certifications may subject the Contractor or
7 subcontractor to civil or criminal prosecution under section 1001 of title 18 and
8 section 231 of title 31 of the United States Code.

9
10 (iii) The Contractor or subcontractor shall make the records required under
11 paragraph (a)(3)(i) of this section available for inspection, copying, or
12 transcription by authorized representatives of the Federal Transit Administration
13 or the Department of Labor, and shall permit such representatives to interview
14 employees during working hours on the job. If the Contractor or subcontractor
15 fails to submit the required records or to make them available, the Federal
16 agency may, after written notice to the Contractor, sponsor, applicant, or owner,
17 take such action as may be necessary to cause the suspension of any further
18 payment, advance, or guarantee of funds. Furthermore, failure to submit the
19 required records upon request or to make such records available may be
20 grounds for debarment action pursuant to 29 CFR 5.12.

21 **4. Apprentices and Trainees**

22 (i) Apprentices - Apprentices will be permitted to work at less than the
23 predetermined rate for the work they performed when they are employed
24 pursuant to and individually registered in a bona fide apprenticeship program
25 registered with the U.S. Department of Labor, Employment and Training
26 Administration, Bureau of Apprenticeship and Training, or with a State
27 Apprenticeship Agency recognized by the Bureau, or if a person is employed in
28 his or her first 90 days of probationary employment as an apprentice in such an
29 apprenticeship program, who is not individually registered in the program, but
30 who has been certified by the Bureau of Apprenticeship and Training or a State
31 Apprenticeship Agency (where appropriate) to be eligible for probationary
32 employment as an apprentice. The allowable ratio of apprentices to journeymen
33 on the job site in any craft classification shall not be greater than the ratio
34 permitted to the Contractor as to the entire work force under the registered
35 program. Any worker listed on a payroll at an apprentice wage rate, who is not
36 registered or otherwise employed as stated above, shall be paid not less than the
37 applicable wage rate on the wage determination for the classification of work
38 actually performed. In addition, any apprentice performing work on the job site
39 in excess of the ratio permitted under the registered program shall be paid not
40 less than the applicable wage rate on the wage determination for the work
41 actually performed. Where a Contractor is performing construction on a project
42 in a locality other than that in which its program is registered, the ratios and
43 wage rates (expressed in percentages of the journeyman's hourly rate) specified

1 in the Contractor's or subcontractor's registered program shall be observed.
2 Every apprentice must be paid at not less than the rate specified in the
3 registered program for the apprentice's level of progress, expressed as a
4 percentage of the journeymen hourly rate specified in the applicable wage
5 determination. Apprentices shall be paid fringe benefits in accordance with the
6 provisions of the apprenticeship program. If the apprenticeship program does
7 not specify fringe benefits, apprentices must be paid the full amount of fringe
8 benefits listed on the wage determination for the applicable classification. If the
9 Administrator of the Wage and Hour Division of the U.S. Department of Labor
10 determines that a different practice prevails for the applicable apprentice
11 classification, fringes shall be paid in accordance with that determination. In the
12 event the Bureau of Apprenticeship and Training, or a State Apprenticeship
13 Agency recognized by the Bureau, withdraws approval of an apprenticeship
14 program, the Contractor will no longer be permitted to utilize apprentices at less
15 than the applicable predetermined rate for the work performed until an
16 acceptable program is approved.

- 17
18 (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to
19 work at less than the predetermined rate for the work performed unless they are
20 employed pursuant to and individually registered in a program which has
21 received prior approval, evidenced by formal certification by the U.S.
22 Department of Labor, Employment and Training Administration. The ratio of
23 trainees to journeymen on the job site shall not be greater than permitted under
24 the plan approved by the Employment and Training Administration. Every
25 trainee must be paid at not less than the rate specified in the approved program
26 for the trainee's level of progress, expressed as a percentage of the journeyman
27 hourly rate specified in the applicable wage determination. Trainees shall be
28 paid fringe benefits in accordance with the provisions of the trainee program. If
29 the trainee program does not mention fringe benefits, trainees shall be paid the
30 full amount of fringe benefits listed on the wage determination unless the
31 Administrator of the Wage and Hour Division determines that there is an
32 apprenticeship program associated with the corresponding journeyman wage
33 rate on the wage determination which provides for less than full fringe benefits
34 for apprentices. Any employee listed on the payroll at a trainee rate who is not
35 registered and participating in a training plan approved by the Employment and
36 Training Administration shall be paid not less than the applicable wage rate on
37 the wage determination for the classification of work actually performed. In
38 addition, any trainee performing work on the job site in excess of the ratio
39 permitted under the registered program shall be paid not less than the
40 applicable wage rate on the wage determination for the work actually
41 performed. In the event the Employment and Training Administration
42 withdraws approval of a training program, the Contractor will no longer be
43 permitted to utilize trainees at less than the applicable predetermined rate for
44 the work performed until an acceptable program is approved.

1
2 (iii) Equal employment opportunity - The utilization of apprentices, trainees and
3 journeymen under this part shall be in conformity with the equal employment
4 opportunity requirements of Executive Order 11246, as amended, and
5 29 CFR part 30.
6

7 **5. Compliance with Copeland Act Requirements**

8 The Contractor shall comply with the requirements of 29 CFR part 3, which are
9 incorporated by reference in this contract.
10

11 **6. Subcontracts**

12 The Contractor or subcontractor shall insert in any subcontracts the clauses contained in
13 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit
14 Administration may by appropriate instructions require, and also a clause requiring the
15 subcontractors to include these clauses in any lower tier subcontracts. The prime
16 Contractor shall be responsible for the compliance by any subcontractor or lower tier
17 subcontractor with all the contract clauses in 29 CFR 5.5.
18

19 **7. Contract Termination; Debarment**

20 A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the
21 contract, and for debarment as a Contractor and a subcontractor as provided in
22 29 CFR 5.12.

23 **8. Compliance with Davis-Bacon and Related Act Requirements**

24 All rulings and interpretations of the Davis-Bacon and Related Acts contained in
25 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
26

27 **9. Disputes Concerning Labor Standards**

28 Disputes arising out of the labor standards provisions of this contract shall not be
29 subject to the general disputes clause of this contract. Such disputes shall be resolved in
30 accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5,
31 6, and 7. Disputes within the meaning of this clause include disputes between the
32 Contractor (or any of its subcontractors) and the State, the U.S. Department of Labor, or
33 the employees or their representatives.
34

35 **10. Certification of Eligibility**

36 (i) By entering into this contract, the Contractor certifies that neither it (nor he or
37 she) nor any person or firm who has an interest in the Contractor's firm is a
38 person or firm ineligible to be awarded Government contracts by virtue of
39 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
40

41 (ii) No part of this contract shall be subcontracted to any person or firm ineligible
42 for award of a Government contract by virtue of section 3(a) of the Davis-Bacon
43 Act or 29 CFR 5.12(a)(1).
44

45 (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code,
46 18 U.S.C. 1001.
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

XV.
DISADVANTAGED BUSINESS ENTERPRISES
49 CFR Part 26

The DBE program applies to all DOT-assisted contracting activities.

The Contractor shall comply with the Disadvantaged Business Enterprise (DBE) provisions in the bid/proposal package issued by the State.

XVI.
ADA ACCESS

The ADA Access requirements apply to all Construction contracts.
The ADA Access requirements have unlimited flow down.
This provision is a restatement of the FTA Master Agreement (10/1/2013), Section 13.g.

The Recipient agrees to comply with the following Federal prohibitions against discrimination on the basis of disability:

- (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities, but
 - 1. General. Titles I, II, and III of the ADA apply to FTA Recipients, but
 - 2. Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,”
 - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,

- 1 (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as
2 a prohibited basis for discrimination, and
- 3 (e) Other applicable laws and amendments pertaining to access for seniors or
4 individuals with disabilities,
- 5 (2) Federal regulations, including:
- 6 (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities
7 (ADA),” 49 C.F.R. part 37,
- 8 (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs
9 and Activities Receiving or Benefiting from Federal Financial Assistance,”
10 49 C.F.R. part 27,
- 11 (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger
12 Vessels,” 49 C.F.R. part 39,
- 13 (d) Joint U.S. Architectural and Transportation Barriers Compliance Board
14 (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA)
15 Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and
16 49 C.F.R. part 38,
- 17 (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and
18 Local Government Services,” 28 C.F.R. part 35,
- 19 (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public
20 Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
- 21 (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the
22 Americans with Disabilities Act,” 29 C.F.R. part 1630,
- 23 (h) U.S. Federal Communications Commission regulations, “Telecommunications
24 Relay Services and Related Customer Premises Equipment for Persons with
25 Disabilities,” 47 C.F.R. part 64, Subpart F,
- 26 (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility
27 Standards,” 36 C.F.R. part 1194, and
- 28 (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R.
29 part 609, and
- 30 (3) Other applicable Federal civil rights and nondiscrimination guidance.
31

- 1 Engineer. The notice shall include an accounting of payments to date, the value and
2 reason for the withheld amount, and an explanation of what must be done to have the
3 withheld amount released. The Lower Tier Subcontractor shall be paid within eight
4 calendar days after the Subcontractor completes the remedial action identified.
- 5 4. Every subcontract and lower tier subcontract shall have a dispute resolution process
6 incorporated for resolving issues between the parties to the subcontract, or one shall
7 be established as necessary.
- 8 5. If the parties agree, the WSDOT will make a third party neutral available provided the
9 parties to the dispute agree that the cost of doing so is split between them.
- 10 6. The Engineer shall withhold the same amount of funds from the Contractor as was
11 withheld if the issue is not resolved by the next progress estimate.
- 12 7. Failure by a Contractor or Subcontractor to comply with these requirements may result
13 in one or more of the following:
- 14 a) Reflected in the Prime Contractor’s Performance Evaluation.
- 15 b) Withholding of payments until the Contractor or Subcontractor complies
- 16 c) Cancellation, termination or suspension of the Contract, in whole or in part.
- 17 d) Sanctions as provided by the Contract, including Section 1-07.11 when
18 applicable; subcontract; or by law under applicable prompt payment statutes
19 including RCW 39.04.250.
- 20 8. The Subcontractor shall make a written request to the Contractor for the release of the
21 Subcontractor’s retainage or retainage bond.
- 22 9. Within 10 calendar days of the request, the Contractor shall determine if the
23 subcontract has been satisfactorily completed including any required lien releases,
24 documentation and material testing and shall inform the Subcontractor, in writing, of
25 the Contractor’s determination.
- 26 10. If the Contractor determines that the subcontract has been satisfactorily completed,
27 the Subcontractor’s retainage or retainage bond shall be released by the Contractor
28 within 10 calendar days from the date of the written notice. If the Contractor
29 determines that the Subcontractor has not achieved satisfactory completion of the
30 subcontract, the Contractor must provide the Subcontractor with written notice,
31 stating specifically why the subcontract Work is not satisfactorily completed and what
32 has to be done to achieve completion. The Contractor shall release the Subcontractor’s
33 retainage or retainage bond within 10 calendar days after the Subcontractor has
34 satisfactorily completed the Work identified in the notice.
- 35 12. In determining whether satisfactory completion has been achieved, the Contractor may
36 require the Subcontractor to provide documentation such as certifications and
37 releases, showing that all laborers, lower-tiered Subcontractors, suppliers of material
38 and equipment, and others involved in the Subcontractor’s Work have been paid in
39 full. The Contractor may also require any documentation from the Subcontractor that
40 is required by the subcontract or by the Contract between the Contractor and
41 Contracting Agency or by law such as affidavits of wages paid, material acceptance

1 certifications and releases from applicable governmental agencies to the extent that
2 they relate to the Subcontractor’s Work.

- 3 13. If the Contractor fails to comply with the requirements of the Specification and the
4 Subcontractor’s retainage or retainage bond is wrongfully withheld, the Subcontractor
5 may seek recovery against the Contractor under applicable prompt pay statutes in
6 addition to any other remedies provided for by the subcontract or by law.

7 **Conditions**

- 8 1. This clause does not create a contractual relationship between the Contracting Agency
9 and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow
10 upon any Subcontractor, the status of a third-party beneficiary to the Contract
11 between the Contracting Agency and the Contractor.
12 2. This Section of the Contract does not apply to retainage withheld by the Contracting
13 Agency from monies earned by the Contractor. The Contracting Agency shall continue
14 to process the release of that retainage based upon the Completion Date of the project
15 as defined in Section 1-08.5 Time for Completion and in accordance with the
16 requirements and procedures set forth in RCW 60.28.

17 **Payment**

18 The Contractor shall be solely responsible for any additional costs involved in paying
19 retainage to the Subcontractors prior to total project completion. Those costs shall be
20 incidental to the respective Bid items.

21

22

1 XVIII.

2 CARGO PREFERENCE

3 46 U.S.C. 1241

4 46 CFR Part 381

5
6 The Cargo Preference requirements apply to all contracts involving equipment, materials, or
7 commodities which may be transported by ocean vessels.

8
9 The Cargo Preference requirements apply to all subcontracts when the subcontract may be
10 involved with the transport of equipment, material or commodities by ocean vessel.

11
12 Cargo Preference - Use of United States-Flag Vessels - The Contractor agrees: a. to use privately
13 owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage
14 (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever
15 shipping any equipment, material, or commodities pursuant to the underlying contract to the
16 extent such vessels are available at fair and reasonable rates for United States-Flag commercial
17 vessels; b. to furnish within 20 working days following the date of loading for shipments
18 originating within the United States or within 30 working days following the date of leading for
19 shipments originating outside the United States, a legible copy of a rated, "on-board"
20 commercial ocean bill-of-lading in English for each shipment of cargo described in the
21 preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime
22 Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the
23 case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts
24 issued pursuant to this contract when the subcontract may involve the transport of equipment,
25 material, or commodities by ocean vessel.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

XX.
SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.
49 CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety - The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

XXI.
RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

XXII.
CONFORMANCE WITH ITS
NATIONAL ARCHITECTURE

23 U.S.C. 517

The Conformance with ITS National Architecture requirements apply to contracts for Intelligent Transportation System (ITS) projects.

XXIII.
BREACHES AND DISPUTE RESOLUTION

49 CFR Part 18
FTA Circular 4220.1F

The Contractor shall comply with the “Disputes and Claims”, "Claims Resolution", “Termination of Contract” and other applicable Sections of the WSDOT Standard Specifications.

XXIV.
TERMINATION

The Contractor shall comply with the “Termination of Contract” Section of the WSDOT Standard Specifications.

1 XXV.

2 SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

3 Section 42, FTA Master Agreement for
4 agreements authorized by
5 49 U.S.C. chapter 53 and Title 23, U.S.C.

6
7 This provision is a restatement of the FTA Master Agreement (10/1/2013), Section 42.
8

9 To the extent required under Federal law, the State, as the Recipient, agrees to provide the
10 following information about FTA funding for State Programs or Projects:

11 a. Types of Information. The State will provide information including:

12 (1) Identification of FTA as the Federal agency providing the Federal funds for the
13 Program or Project,

14 (2) The Catalog of Federal Domestic Assistance Number of the Program from which
15 the Federal funding for the Program or Project is authorized, and
16

17 (3) The amount of Federal funds FTA has provided for the Program or Project, and
18

19 b. Documents. The State will provide the information required under this provision in the
20 following documents:

21 (1) Requests for proposals,

22 (2) Solicitations,

23 (3) Grant or cooperative agreement applications,

24 (4) Forms,

25 (5) Notifications,

26 (6) Press releases, and

27 (7) Other publications.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

XXVI.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

FTA Circular 4220.1F

<p>The incorporation of FTA terms applies to all contracts. The incorporation of FTA terms has unlimited flow down.</p>

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

(END)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

Attachment M

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. Failure to comply with the requirements of this Specification may result in sanctions as provided by the Contract.

DBE Abbreviations and Definitions

Broker/Packager– 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.

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

Commercially Useful Function (CUF)

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

DBE Commitment – The percentage of the MACC the contractor indicates will be subcontracted to Disadvantaged Business Enterprises. The DBE Commitment will be incorporated into the contract and shall be considered a contract requirement. Any changes to the DBE Commitment shall require the Engineer’s prior written approval.

- 1 **DBE Goal** – An assigned numerical percentage of the MACC. The Contracting
- 2 Agency has established a Contract Goal in the amount of: 12% of the MACC,
- 3 including all adjustments to the MACC during the term of the Contract..
- 4
- 5 **DBE Directory of Certified Firms** – A publication listing all Minority, Women,
- 6 and Disadvantaged Business Enterprises currently certified by the Washington
- 7 State Office of Minority and Women’s Business Enterprises (OMWBE). The on-
- 8 line Directory is available to contractors for their use in identifying and
- 9 soliciting interest from DBE firms whose participation on a contract may be
- 10 counted toward achievement of the assigned DBE Goal.
- 11
- 12 **Description of Work** – Specific descriptions of work that the DBE is certified to
- 13 perform, as identified in the OMWBE Directory of Certified Firms, under the
- 14 DBE’s profile page.
- 15
- 16 **Good Faith Efforts** – Efforts to achieve the DBE Goal or other requirements of
- 17 this part which, by their scope, intensity, and appropriateness to the objective,
- 18 can reasonably be expected to fulfill the program requirement.
- 19
- 20 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or
- 21 establishment that produces on the premises the materials, supplies, articles,
- 22 or equipment required under the Contract. A DBE Manufacturer shall produce
- 23 finished goods or products from raw or unfinished material or purchase and
- 24 substantially alters goods and materials to make them suitable for
- 25 construction use before reselling them.
- 26
- 27 **Maximum Allowable Construction Cost (MACC)** – The maximum cost of the
- 28 Work to construct the Project, including a percentage for risk contingency,
- 29 negotiated support services, provisional sums (if any), and approved change
- 30 orders.
- 31
- 32 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,
- 33 warehouse, or other establishment in which the materials or supplies required
- 34 for the performance of a Contract are bought, kept in stock, and regularly sold
- 35 to the public in the usual course of business. To be a Regular Dealer, the DBE
- 36 firm shall engage in, as its principal business and in its own name, the
- 37 purchase and sale of the products in question. A Regular Dealer in such items
- 38 as steel, cement, gravel, stone, and petroleum products need not keep such
- 39 products in stock if it owns or operates distribution equipment. Brokers and
- 40 packagers shall not be regarded as Regular Dealers within the meaning of this
- 41 definition.
- 42

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

DBE Eligibility/Selection of DBEs

A Directory of Certified Firms is available at the OMWBE web site. A description of specific items of work that a DBE is certified to perform is shown in the directory on the DBE’s profile page.

Crediting DBE Participation

Every DBE Subcontractors must be certified by OMWBE before the subcontract on which it is participating is executed.

DBE participation cannot be counted toward the Contractor’s contract goal until the amount being counted has actually been paid to the DBE. The following are some examples of what may be counted as DBE participation. In all cases the DBE must be certified for the work being considered and must be capable of performing a CUF during the execution of the Work.

DBE Prime Contractor

A DBE Contractor may 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 performs with its own forces.

DBE Subcontractor

Only that portion of the total dollar value of the subcontract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces. Include the cost of supplies and materials obtained by the DBE for its work on the contract, and equipment leased by the DBE.

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

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

Count expenditures toward DBE Goal only if the DBE is performing a commercially useful function (CUF) on that contract.

DBE Subcontract and Lower Tier Subcontract Documents

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

1 primary Contract. Subcontract agreements of all tiers, including lease
2 agreements shall be readily available at the project site for the Engineer to
3 review.

4
5 **DBE Broker/Packager**

6 The value of fees or commissions charged by a DBE Broker or a DBE behaving
7 in a manner of a Broker for providing a bona fide service, such as professional,
8 technical, consultant, managerial services, or for providing bonds or insurance
9 will only be credited towards meeting the DBE Goal if the firm is determined
10 to be performing a CUF.

11
12 **Trucking**

13 The DBE trucking firm receives credit for the value of the transportation
14 services it provides on the Contract using trucks it owns or leases, licenses,
15 insures, and operates with drivers it employs.

16
17 The Work that a DBE trucking firm performs with trucks it leases from other
18 certified DBE trucking firms qualify for 100% DBE credit. If the DBE leases
19 trucks from a non-DBE truck leasing company and uses its own employees as
20 drivers, it is entitled to DBE credit for the total value of these hauling services.

21
22 Only the fees/commissions the DBE receives for arranging the transportation
23 services provided is credited when trucks are leased from non-DBE trucking
24 firm. The trucking Work subcontracted to any non-DBE trucking firm will not
25 receive credit for Work done on the project.

26
27 Truck registration and lease agreements shall be readily available at the
28 project site for the Engineer review.

29
30 **DBE Manufacturer and DBE Regular Dealer**

31 If materials or supplies are obtained from a DBE Manufacturer, 100 percent of
32 the cost of materials or supplies can count toward the DBE Goal. The DBE
33 Manufacturer shall be certified as such by OMWBE.

34
35 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE
36 Regular Dealer may be credited toward meeting the DBE Goal. If the role of
37 the DBE Regular Dealer is determined to be that of a Broker, then the DBE
38 credit shall be limited to the fee or commission it receives for its services.
39 Regular Dealer status is granted on a Contract-by-Contract basis.

40
41 A firm wishing to be approved as a Regular Dealer must submit a request in
42 writing to WSDOT for approval, no later than ten working days prior to

1 subcontract Bid opening. The Approved Regular Dealers List is published on
2 WSDOT’s Office of Equal Opportunity (OEO) web site.

3
4 Purchase of materials or supplies from a DBE which is neither a manufacturer
5 nor a regular dealer, (i.e. Broker) only the fees or commissions charged for
6 assistance in the procurement of the materials and supplies, or fees or
7 transportation changes for the delivery of materials or supplies required on a
8 job site, can count toward DBE Goal, provided the fees are not excessive as
9 compared with fees customarily allowed for similar services. The cost of the
10 materials and supplies themselves cannot be counted toward DBE Goal.

11
12 Note: Requests to be listed as a Regular Dealer will only be processed if the
13 requesting firm is certified by the Office of Minority and Women’s
14 Business Enterprises in a NAICS code that fall within the 42XXXX
15 NAICS Wholesale code section.

16
17 **Disadvantaged Business Enterprise Utilization Certification FORM # 272-056 EF**
18 The Contractor shall properly complete and submit a Disadvantaged Business
19 Enterprise Utilization Certification for any proposed early subcontracting associated
20 with negotiations of the MACC, and for any subcontracting packages that are put out
21 for bid after the MACC has been negotiated. A Disadvantaged Business Enterprise
22 Utilization Certification (WSDOT Form 272-056 EF) is included as **Division 00 52 55**
23 **Attachment N** for this purpose, and this form is also available from the Engineer, along
24 with instructions on how to properly fill out the form.

25
26 The Contractor is advised that the item listed below when listed in the Utilization
27 Certification must have their amounts reduced to the percentages shown and
28 those reduced amounts will be the amount applied towards meeting the DBE Goal.

- 29
30
 - Regular dealer at 60%

31
32 **Disadvantaged Business Enterprise Written Confirmation Document(s) FORM**
33 **# 422-031 EF**

34 The Contractor shall submit, together with its Disadvantaged Business Enterprise
35 Utilization Certification (WSDOT Form 272-056 EF), a Disadvantaged Business
36 Enterprise Written Confirmation Document (completed and signed by the DBE) for
37 each DBE firm listed in the Contractor’s completed Disadvantaged Business
38 Enterprise Utilization Certification. Failure to do so will result in the associated
39 participation being disallowed.

40
41 The Confirmation Documents provide confirmation from the DBEs that they are
42 participating in the Contract as provided in the Utilization Certification.

1
2 A Disadvantaged Business Enterprise Written Confirmation Document (form
3 No. 422-031 EF) is included as **Division 00 52 55 Attachment O** for this purpose, and
4 this form is also available from the Engineer, along with instructions on how to
5 properly fill out the form.
6

7 It is prohibited for the Contractor to require a DBE to submit a Written
8 Confirmation Document with any part of the form left blank. Should the
9 Contracting Agency determine that a Written Confirmation Document was signed
10 by a DBE that was not complete; the validity of the document comes into question
11 and the associated DBE participation may not receive credit.
12

13 **Good Faith Efforts (GFE)**

14 The Contractor shall demonstrate a good faith effort to achieve the DBE Goal.
15 Achieving the DBE Goal may be accomplished in one of two ways, as follows:
16

17 1. By meeting the DBE Goal

18 The best indication of GFE is to document, through submission of the
19 Disadvantaged Business Enterprise Utilization Certification and supporting
20 Disadvantaged Business Enterprise Written Confirmation Document(s) that
21 the Contractor has obtained enough DBE participation to meet or exceed
22 the assigned DBE Goal. That being the case, no additional GFE
23 documentation is required. Or;
24

25 2. By documentation that the Contractor made adequate GFE to meet the
26 DBE Goal

27 The Contractor may demonstrate a GFE in whole or part through GFE
28 documentation ONLY IN THE EVENT a Contractor's efforts to solicit
29 sufficient DBE participation have been unsuccessful. In this case, the
30 Contractor must supply GFE documentation in addition to the
31 Disadvantaged Business Enterprise Utilization Certification, and supporting
32 Disadvantaged Business Enterprise (DBE) Written Confirmation
33 Document(s).
34

35 The Contractor shall demonstrate a GFE during the life of the Contract to attain the
36 DBE Goal as assigned to the project.
37

38 Based upon all the relevant documentation submitted, the Contracting Agency
39 shall determine whether the Contractor has demonstrated sufficient GFE to
40 achieve DBE participation. The Contracting Agency will make a fair and reasonable
41 judgment of whether, if the Contractor did not meet the DBE Goal through

1 participation, the Contractor nevertheless made adequate good faith efforts as
2 demonstrated by the GFE documentation.

3
4 **Good Faith Effort (GFE) Documentation**

5 The following is a list of types of actions, which would be considered as part of the
6 Contractor’s GFE to achieve DBE participation. It is not intended to be a mandatory
7 checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of
8 efforts may be relevant in appropriate cases.

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

- 1 be some additional costs involved in finding and using DBEs is not in
2 itself sufficient reason for a Contractor’s failure to meet the DBE Goal,
3 as long as such costs are reasonable. Also, the ability or desire of a
4 Contractor to perform the Work of a Contract with its own
5 organization does not relieve the Contractor of the responsibility to
6 make Good Faith Efforts. Contractors are not, however, required to
7 accept higher quotes from DBEs if the price difference is excessive or
8 unreasonable.
9
- 10 4. Not rejecting DBEs as being unqualified without sound reasons based on a
11 thorough investigation of their capabilities. The Contractor’s standing
12 within its industry, membership in specific groups, organizations, or
13 associations and political or social affiliations (for example union vs.
14 non-union employee status) are not legitimate causes for the rejection or
15 non-solicitation of DBE’s in the Contractor’s efforts to meet the DBE Goal.
16
- 17 5. Making efforts to assist interested DBEs in obtaining bonding, lines of
18 credit, or insurance as required by the recipient or Contractor.
19
- 20 6. Making efforts to assist interested DBEs in obtaining necessary equipment,
21 supplies, materials, or related assistance or services.
22
- 23 7. Effectively using the services of available minority/women community
24 organizations; minority/women contractors’ groups; local, State, and
25 Federal minority/women business assistance offices; and other
26 organizations as allowed on a case-by-case basis to provide assistance in
27 the recruitment and placement of DBEs.
28
- 29 8. Documentation of GFE must include copies of each DBE and non-DBE
30 subcontractor quotes submitted to the Contractor when a non-DBE
31 subcontractor is selected over a DBE for Work on the Contract. (see 49
32 CFR Part26.53(b)(2)(vi) & Appendix A)
33

34 **Procedures Between Subcontract Award and Execution**

35 After award and prior to execution of any subcontracts with certified DBE’s, the
36 Contractor shall provide the additional information described below. Failure to
37 comply may result in sanctions as provided by the Contract.

- 38 1. Additional information for all successful DBEs as shown on the
39 Disadvantaged Business Enterprise Utilization Certification:
40
- 41 a. Correct business name, federal employee identification number (if
42 available), and mailing address.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

- b. List of all MACC or preconstruction services items (with a clear description of the Work to be performed) assigned to each successful DBE, including the dollar value.
 - c. Description of partial items (if any) to be sublet to each successful DBE specifying the Work committed under each item to be performed and including the dollar value of the DBE portion.
 - d. Total amounts shown for each DBE shall match the amount shown on the Disadvantaged Business Enterprise Utilization Certification. A breakdown that does not conform to the Disadvantaged Business Enterprise Utilization Certification or that demonstrates a different amount of DBE participation than that included in the Disadvantaged Business Enterprise Utilization Certification will be returned for correction.
2. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.

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

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. This applies to all DBEs performing Work on a project, if the Contractor wants to receive credit for their participation. The Contracting Agency will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material and installing (where applicable); and paying for the material itself. If a DBE does not perform “all” of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be readily available for review by the Contracting Agency.

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

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

9
10 The Contracting Agency will use the following factors in determining whether
11 a DBE trucking company is performing a CUF:

- 12
- 13 • The DBE shall be responsible for the management and supervision of
14 the entire trucking operation. The owner demonstrates business
15 related knowledge, shows up on site and is active in running the
16 business.
- 17
- 18 • The DBE finances are independently controlled by the DBE.
- 19
- 20 • The DBE shall with its own workforce, operate at least one fully
21 licensed, insured, and operational truck used on the Contract.
22 Employees are shown exclusively on the DBE payroll.
- 23
- 24 • The DBE may lease trucks without drivers from a non-DBE truck
25 leasing company. If the DBE leases trucks from a non-DBE truck
26 leasing company and uses its own employees as drivers, it is entitled
27 to credit for the total value of these hauling services.
- 28
- 29 • Lease agreements for trucks shall indicate that the DBE has exclusive
30 use of and control over the truck. This does not preclude the leased
31 truck from working for others provided it is with the consent of the
32 DBE and the lease provides the DBE absolute priority for use of the
33 leased truck.
- 34
- 35 • Leased trucks shall display the name and identification number of the
36 DBE.
- 37
- 38 • Leased trucks shall be driven by DBE employees included in the DBE's
39 payroll.
- 40

41 The DBE may lease trucks from another DBE including a DBE owner-operator.
42 The DBE who leases trucks from another DBE shall claim participation for the

1 total value of the transportation services the lessee DBE provides on the
2 Contract.

3
4 **Joint Checking**

5 A joint check is issued by a Contractor to a Subcontractor and to a material
6 supplier for items or services to be incorporated into a project.

7
8 A joint check agreement must be approved by the Engineer and requested by
9 the DBE involved using **Division 00 52 55 Attachment Q - DBE Joint Check**
10 **Request Form (DOT Form 272-053)** prior to its use. The form must
11 accompany the DBE Joint Check Agreement between the parties involved,
12 including the conditions of the arrangement and expected use of the joint
13 checks.

14
15 The approval to use joint checks and the use will be closely monitored by the
16 Engineer. To receive DBE credit for performing a CUF with respect to
17 obtaining materials and supplies, a DBE must “be responsible for negotiating
18 price, determining quality and quantity, ordering the material and installing
19 (where applicable) and paying for the material itself.” The Contractor shall
20 submit DBE Joint Check Request Form for the Engineer approval prior to using
21 a joint check.

22
23 Material costs paid by the Contractor directly to the material supplier are not
24 allowed. If proper procedures are not followed or the Engineer determines
25 that the arrangement results in lack of independence for the DBE involved, no
26 DBE credit will be given for the DBE’s participation as it relates to the material
27 cost.

28
29 **Prompt Payment**

30 Refer to Article XVII of Division 00 73 73 for Prompt Payment requirements
31 associated with this contract.

32
33 **Reporting**

34 All certified DBE Work is reported. The Contractor shall submit a Monthly
35 Report of Amounts Credited as DBE Participation to the Engineer each month,
36 regardless of whether payments were made or Work occurred, between
37 Execution of the Contract and the final amounts paid to DBE contractor or
38 Completion of the Contract using the application available at:
39 <https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation/>. The
40 monthly report is due 20 calendar days following the end of the month. After
41 Execution of the Contract, the Contractor shall send an e-mail to
42 DBEAdmin@wsdot.wa.gov containing the following information: the first and

1 last name, e-mail address, title and phone number of the person that will be
2 submitting the above documents for the Contractor. The e-mail shall include
3 the WSDOT contract number they will be reporting on. After receipt of this
4 information by WSDOT, the Contractor will receive an e-mail containing their
5 username and password for the application and a link to the application.
6 Reporting instructions are available in the application.

7
8 In the event that the payments to a DBE contractor have been made by an
9 entity other than the Contractor, as in the case of a lower-tier Subcontractor
10 or supplier, then the Contractor shall obtain evidence of payments from the
11 paying entity and report these payments to the Engineer.

12
13
14 **Changes in Work Committed to DBE**

15 The Contractor shall utilize the DBEs to perform the work and supply the materials
16 for which each is committed unless approved in writing, and in advance, by the
17 Engineer. The Contractor shall not be entitled to any payment for work or material
18 completed by the Contractor or subcontractors that was committed to be
19 completed by the DBEs.

20
21 **Owner Initiated Changes**

22 The Engineer will consider the impact on DBE participation in instances where
23 the Engineer changes Work that was committed to a DBE at the time of
24 Contract Award. In such instances, the Contractor shall not be required to
25 substitute for the Work but is encouraged to do so. The Engineer may direct
26 DBE participation or solicitation of DBEs as part of a change order.

27
28 **Contractor-Initiated Changes**

29 The Contractor cannot reduce the amount of work of a DBE without good
30 cause, even if the Contractor continues to meet the DBE Commitment through
31 other means. Reducing a DBE's Commitment is viewed as a partial DBE
32 termination, subject to the procedures below.

33
34 **Original Quantity Under runs**

35 In the event that Work committed to a DBE firm underruns the original
36 planned quantities the Contractor is encouraged to substitute the remaining
37 applicable Work to another DBE but is not required to do so.

38
39 **Contractor Proposed DBE Substitutions**

40 Requests to substitute a DBE must be for good cause (see DBE termination
41 process below), and requires the prior written approval of the Engineer. After
42 receiving a written termination with good cause approval from the Engineer,

1 the Contractor may only replace a DBE with another certified DBE. When any
2 changes encountered between Award and Execution of a subcontract that
3 result in a substitution of DBE, the substitute DBE must have been certified
4 prior to the due date for bids on the subcontract.

5
6

DBE Termination

7 Termination of a DBE (or an approved substitute DBE) is only allowed in whole
8 or in part with prior written approval of the Engineer. The Contractor must
9 have good cause to terminate a DBE.

10
11

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

14
15

- 16 • The DBE fails or refuses to execute a written contract.
- 17 • The DBE fails or refuses to perform the Work of its subcontract in a
18 way consistent with normal industry standards.
- 19 • The DBE fails or refuses to meet the Contractor’s reasonable
20 nondiscriminatory bond requirements.
- 21 • The DBE becomes bankrupt, insolvent, or exhibits credit
22 unworthiness.
- 23 • The DBE is ineligible to work on public works projects because of
24 suspension and debarment proceedings pursuant to federal law or
25 applicable State law.
- 26 • The DBE voluntarily withdraws from the project, and provides written
27 notice of its withdrawal.
- 28 • The DBE’s work is deemed unsatisfactory by the Engineer and not in
29 compliance with the contract.
- 30 • The DBE’s owner dies or becomes disabled with the result that the
31 DBE is unable to complete its Work on the contract.

16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

Good cause does not exist if:

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

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

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

Decertification/Graduation

When a DBE is “decertified” or “graduates” from the DBE program during the course of the Contract, the participation of that DBE shall continue to count towards the DBE Goal 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/graduation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

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 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 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.

Attachment P

Voluntary 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. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation quarterly as described elsewhere in these Contract Provisions. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

DBE Abbreviations and Definitions

Broker/Packager– 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.

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

Commercially Useful Function (CUF)

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

DBE Directory of Certified Firms – A publication listing all Minority, Women, and Disadvantaged Business Enterprises currently certified by the Washington State Office of Minority and Women’s Business Enterprises (OMWBE). The on-line Directory is available to contractors for their use in identifying and

1 soliciting interest from DBE firms whose participation on a contract may be
2 credited.

3
4 **Description of Work** – Specific descriptions of work that the DBE is certified to
5 perform, as identified in the OMWBE Directory of Certified Firms, under the
6 DBE’s profile page.

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

14
15 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,
16 warehouse, or other establishment in which the materials or supplies required
17 for the performance of a Contract are bought, kept in stock, and regularly sold
18 to the public in the usual course of business. To be a Regular Dealer, the DBE
19 firm shall engage in, as its principal business and in its own name, the
20 purchase and sale of the products in question. A Regular Dealer in such items
21 as steel, cement, gravel, stone, and petroleum products need not keep such
22 products in stock if it owns or operates distribution equipment. Brokers and
23 packagers shall not be regarded as Regular Dealers within the meaning of this
24 definition.

25
26 Contractors are encouraged to:

- 27
28 1. Advertise opportunities for Subcontractors or suppliers in a timely and
29 reasonably designed manner to provide notice of the opportunity to DBEs
30 capable of performing the Work. All advertisements should include a
31 Contract Provision encouraging participation by DBE firms. This may be
32 accomplished through general advertisements (e.g. newspapers, journals,
33 etc.) or by soliciting Bids/Proposals directly from DBEs.

34
35 Note: A Directory of Certified DBE Firms denoting the Description of
36 Work the DBE Contractors are certified to perform is available at:

37
38 www.omwbe.wa.gov/certification/index.shtml.

39
40 The directory provides a plain language on the Description of
41 Work that the listed DBE’s have been certified by the Office of
42 Minority and Women’s Business Enterprises (OMWBE) to
43 perform.

44

- 1 2. Establish delivery schedules that encourage participation by DBEs and
2 other small businesses.
3
4 3. Participate with a DBE as a joint venture.
5

6 **DBE Eligibility/Selection of DBEs for Reporting Purposes Only**

7 Contractor may take credit for DBEs utilized on the Agreement for Preconstruction
8 Services only if the firm is certified for the Work being performed.
9

10 Absent a mandatory goal, all DBE participation that is attained on this project will
11 be considered as “race neutral” participation and shall be reported as such.
12

13 **Crediting DBE Participation for Reporting Purposes**

14
15 **DBE Prime Contractor**

16 Only take credit for that portion of the total dollar value of the Contract equal
17 to the distinct, clearly defined portion of the Work that the DBE Prime
18 Contractor performs with its own forces.
19

20 **DBE Subcontractor**

21 Only that portion of the total dollar value of the subcontract equal to the
22 distinct, clearly defined portion of the Work that the DBE performs with its
23 own forces. Include the cost of supplies and materials obtained by the DBE for
24 its work on the contract, and equipment leased by the DBE.
25

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

30 If a DBE subcontracts a portion of the Work of its contract to another firm, the
31 value of the subcontracted Work may be credited only if the DBE’s Lower-Tier
32 Subcontractor is also a DBE. Work subcontracted to a non-DBE shall not be
33 credited.
34

35 **DBE subcontract and Lower Tier subcontract Documents**

36 There must be a subcontract agreement that complies with 49 CFR Part 26 and
37 fully describes the distinct elements of Work committed to be performed by
38 the DBE. The subcontract agreement shall incorporate requirements of the
39 primary Contract. Subcontract agreements of all tiers, including lease
40 agreements shall be readily available at the project site for the Engineer
41 review.
42

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

DBE Broker/Packager

Only the value of fees or commissions charged by a DBE Broker or a DBE behaving in a manner of a Broker for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance will only be credited if the firm is determined to be performing a CUF.

Trucking

The DBE trucking firm 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 Work that a DBE trucking firm performs with trucks it leases from other certified DBE trucking firms qualify for 100% DBE credit. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

Only the fees/commissions the DBE receives for arranging the transportation services provided is credited when trucks are leased from non-DBE trucking firm. The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project.

Truck registration and lease agreements shall be readily available at the project site for the Engineer review.

DBE Manufacturer and DBE Regular Dealer

If materials or supplies are obtained from a DBE Manufacturer, 100 percent of the cost of materials or supplies can be credited. The DBE Manufacturer shall be certified as such by OMWBE.

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

A firm wishing to be approved as a Regular Dealer must submit a request in writing to WSDOT for approval, no later than ten working days prior to Bid opening. The Approved Regular Dealers List is published on WSDOT’s Office of Equal Opportunity (OEO) web site.

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

1 assistance in the procurement of the materials and supplies, or fees or
2 transportation changes for the delivery of materials or supplies required on a
3 job site, can be credited, provided the fees are not excessive as compared with
4 fees customarily allowed for similar services. The cost of the materials and
5 supplies themselves cannot be counted toward the DBE participation.
6

7 Note: Requests to be listed as a Regular Dealer will only be processed if the
8 requesting firm is certified by the Office of Minority and Women’s
9 Business Enterprises in a NAICS code that fall within the 42XXXX
10 NAICS Wholesale code section.
11

12

13 **Procedures Between Award and Execution**

14 After Award and prior to Execution, the Contractor shall provide the additional
15 information described below.

- 16 1. Additional information for all successful DBEs as shown on the
17 Disadvantaged Business Enterprise Utilization Certification:
18
19 a. Correct business name, federal employee identification number (if
20 available), and mailing address.
21
22 b. List of all Bid items (with a clear description of the Work to be
23 performed) assigned to each successful DBE, including the dollar
24 value.
25
26 c. Description of partial items (if any) to be sublet to each successful DBE
27 specifying the Work committed under each item to be performed and
28 including the dollar value of the DBE portion.
29
30 2. A list of all firms who submitted a bid or quote in attempt to participate in
31 this project whether they were successful or not. Include the business
32 name and mailing address.
33

34 Note: The firms identified by the Contractor may be contacted by the
35 Contracting Agency to solicit general information as follows: age of the
36 firm and average of its gross annual receipts over the past three-years.
37

38 **Procedures after Execution**
39 **Commercially Useful Function (CUF)**

40 The Contractor may only take credit for the payments made for Work
41 performed by a DBE that is determined to be performing a CUF. This applies
42 to all DBEs performing Work on a project. The Contracting Agency will
43 conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE
44 performs a CUF when it is carrying out its responsibilities of its contract by

1 actually performing, managing, and supervising the Work involved. The DBE
2 must be responsible for negotiating price; determining quality and quantity;
3 ordering the material and installing (where applicable); and paying for the
4 material itself. If a DBE does not perform “all” of these functions on a furnish-
5 and-install contract, it has not performed a CUF and the cost of materials
6 cannot be credited. Leasing of equipment from a leasing company is allowed.
7 However, leasing/purchasing equipment from the Contractor is not allowed.
8 Lease agreements shall be readily available for review by the Contracting
9 Agency.

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

15
16 The DBE does not perform a CUF if its role is limited to that of an extra
17 participant in a transaction, contract, or project through which the funds are
18 passed in order to obtain the appearance of DBE participation.

19
20 The Contracting Agency will use the following factors in determining whether
21 a DBE trucking company is performing a CUF:

- 22
23 • The DBE shall be responsible for the management and supervision of
24 the entire trucking operation. The owner demonstrates business
25 related knowledge, shows up on site and is active in running the
26 business.
- 27
28 • The DBE finances are independently controlled by the DBE.
- 29
30 • The DBE shall with its own workforce, operate at least one fully
31 licensed, insured, and operational truck used on the Contract.
32 Employees are shown exclusively on the DBE payroll.
- 33
34 • The DBE may lease trucks without drivers from a non-DBE truck
35 leasing company. If the DBE leases trucks from a non-DBE truck
36 leasing company and uses its own employees as drivers, it is entitled
37 to credit for the total value of these hauling services.
- 38
39 • Lease agreements for trucks shall indicate that the DBE has exclusive
40 use of and control over the truck. This does not preclude the leased
41 truck from working for others provided it is with the consent of the

- 1 DBE and the lease provides the DBE absolute priority for use of the
2 leased truck.
3
4 • Leased trucks shall display the name and identification number of the
5 DBE.
6
7 • Leased trucks shall be driven by DBE employees included in the DBE’s
8 payroll.
9

10 The DBE may lease trucks from another DBE including a DBE owner-operator.
11 The DBE who leases trucks from another DBE shall claim participation for the
12 total value of the transportation services the lessee DBE provides on the
13 Contract.
14

15 **Joint Checking**

16 A joint check is issued by a Contractor to a Subcontractor and to a material
17 supplier for items or services to be incorporated into a project.
18

19 A joint check agreement must be approved by the Engineer and requested by
20 the DBE involved using the DBE Joint Check Request Form (form #) prior to
21 its use. The form must accompany the DBE Joint Check Agreement between
22 the parties involved, including the conditions of the arrangement and
23 expected use of the joint checks.
24

25 The approval to use joint checks and the use will be closely monitored by the
26 Engineer. To receive DBE credit for performing a CUF with respect to
27 obtaining materials and supplies, a DBE must “be responsible for negotiating
28 price, determining quality and quantity, ordering the material and installing
29 (where applicable) and paying for the material itself.” The Contractor shall
30 submit DBE Joint Check Request Form for the Engineer approval prior to using
31 a joint check.
32

33 Material costs paid by the Contractor directly to the material supplier is not
34 allowed. If proper procedures are not followed or the Engineer determines
35 that the arrangement results in lack of independence for the DBE involved, no
36 DBE credit will be given for the DBE’s participation as it relates to the material
37 cost.
38

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44

Prompt Payment

Refer to Article XVII of Division 00 73 73 for Prompt Payment requirements associated with this contract.

Reporting

All certified DBE Work is reported. The Contractor shall submit a Monthly Report of Amounts Credited as DBE Participation to the Engineer each month, regardless of whether payments were made or Work occurred, between Execution of the Contract and the final amounts paid to DBE contractor or Completion of the Contract using the application available at: <https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation/>. The monthly report is due 20 calendar days following the end of the month. After Execution of the Contract, the Contractor shall send an e-mail to DBEAdmin@wsdot.wa.gov containing the following information: the first and last name, e-mail address, title and phone number of the person that will be submitting the above documents for the Contractor. The e-mail shall include the WSDOT contract number they will be reporting on. After receipt of this information by WSDOT, the Contractor will receive an e-mail containing their username and password for the application and a link to the application. Reporting instructions are available in the application.

In the event that the payments to a DBE contractor have been made by an entity other than the Contractor, as in the case of a lower-tier Subcontractor or supplier, then the Contractor shall obtain evidence of payments from the paying entity and report these payments to the Engineer.

Consequences of Non-Compliance

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.

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.



DBE Joint Check Request Form

Name of DBE

Contract Number

Name of Prime Contractor

Item Number(s)

Name of Material Supplier

Who Requested Joint Check Utilization

DBE

Prime Contractor

Material Supplier

WSDOT will closely monitor the use of joint checks. To receive DBE credit for performing a commercially useful function with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself." Only when a DBE meets all of these requirements should credit be counted for the procurement of the items by the DBE. Please refer to the attached Procedures for Using Joint Checks under the Disadvantaged Business Program for qualifying conditions. If proper procedures are not followed or WSDOT determines that the arrangement results in lack of independence for the DBE involved, no credit for the DBE's participation as it relates to the material cost will be counted toward the contract goal requirement.

I have read and understand the above information and have attached a copy of the Joint Check Agreement relating to this request. I hereby acknowledge that the information provided on this form is true and accurate.

Authorized DBE Representative		
Signature	Title	Date

Authorized Material Supplier Representative		
Signature	Title	Date

Authorized Prime Contractor Representative		
Signature	Title	Date

WSDOT USE ONLY	
Date Received:	WSDOT Representative:
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<i>Note: Do not process this request without a signed copy (all parties) of the Joint Check Agreement, statement of history, and any related policies.</i>
Comments:	

Procedures for using Joint Checks under the Disadvantaged Business Enterprise (DBE) Program

A joint check is a “two party” check payable to two parties. Typically, a joint check is issued by a prime contractor to a subcontractor and to a material supplier to be incorporated into a project.

WSDOT understands that prime contractors, subcontractors and suppliers may wish to use joint check arrangements for a variety of legitimate reasons, such as assuring that timely payment will be for the supplier’s items. However, WSDOT also understands that the use of joint checks can raise questions about whether it is proper to count DBE credit for the items purchased using the joint check.

When joint checks are utilized, DBE credit toward the contract goal will only be allowed when the DBE is performing a “commercially useful function” in accordance with 49 CFR 26.55(c)(1):

“A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to the materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable), and paying for the material itself.”

The following conditions will apply to payments to DBE subcontractors and material vendors using joint checks. WSDOT will closely monitor the use of joint checks to ensure that such a practice does not erode the independence of the DBE nor inhibit the DBE’s ability to perform a commercially useful function. Joint checks will not be allowed simply for the convenience of the prime contractor. Failure to follow these conditions may disqualify DBE participation or adversely impact a contractor’s bidding status.

1. Any implementation of a Joint Check Agreement must first be approved by WSDOT and requested by the DBE involved using the DBE Joint Check Request Form provided by WSDOT;
2. A formalized Joint Check Agreement between the parties involved (including the conditions of the arrangement and expected use of the joint checks) must accompany the DBE Joint Check Request Form;
3. Joint checks should be focused on accomplishing the procurement of materials needed for a particular purpose at a particular time (i.e., contract specific).
4. The DBE will remain responsible for the other elements of 26.55(c)(1);
5. No requirement by the prime contractor that the DBE is to use a specific supplier nor the prime contractors “negotiated” price;
6. DBE must release the joint check to the material supplier (upon determining that the material supplier has fulfilled its responsibilities under the contract);
7. DBEs must be more than an extra participant in releasing the check to the material supplier;
8. Prime contractors must make joint checks available to all contract participants, and may not be restrictive to any one participant; and
9. All parties involved in a formalized joint check agreement must provide WSDOT (upon request) with any documentation deemed necessary to substantiate compliance.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

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

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

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

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

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

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.

1 **1-07.11(12) Disadvantaged Business Enterprise Participation**

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT’s official interpretations (i.e., Questions & Answers) apply to this Contract. Failure to comply with the requirements of this Specification may result in sanctions as provided by the Contract.

DBE Abbreviations and Definitions

Broker/Packager– 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.

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

Commercially Useful Function (CUF)

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

DBE Commitment – The percentage of the MACC the contractor indicates will be subcontracted to Disadvantaged Business Enterprises. The DBE Commitment will be incorporated into the contract and shall be considered a contract requirement. Any changes to the DBE Commitment shall require the Engineer’s prior written approval.

- 1 **DBE Goal** – An assigned numerical percentage of the MACC. The Contracting
- 2 Agency has established a Contract Goal in the amount of: 12% of the MACC,
- 3 including all adjustments to the MACC during the term of the Contract..
- 4
- 5 **DBE Directory of Certified Firms** – A publication listing all Minority, Women,
- 6 and Disadvantaged Business Enterprises currently certified by the Washington
- 7 State Office of Minority and Women’s Business Enterprises (OMWBE). The on-
- 8 line Directory is available to contractors for their use in identifying and
- 9 soliciting interest from DBE firms whose participation on a contract may be
- 10 counted toward achievement of the assigned DBE Goal.
- 11
- 12 **Description of Work** – Specific descriptions of work that the DBE is certified to
- 13 perform, as identified in the OMWBE Directory of Certified Firms, under the
- 14 DBE’s profile page.
- 15
- 16 **Good Faith Efforts** – Efforts to achieve the DBE Goal or other requirements of
- 17 this part which, by their scope, intensity, and appropriateness to the objective,
- 18 can reasonably be expected to fulfill the program requirement.
- 19
- 20 **Manufacturer (DBE)** – A DBE firm that operates or maintains a factory or
- 21 establishment that produces on the premises the materials, supplies, articles,
- 22 or equipment required under the Contract. A DBE Manufacturer shall produce
- 23 finished goods or products from raw or unfinished material or purchase and
- 24 substantially alters goods and materials to make them suitable for
- 25 construction use before reselling them.
- 26
- 27 **Maximum Allowable Construction Cost (MACC)** – The maximum cost of the
- 28 Work to construct the Project, including a percentage for risk contingency,
- 29 negotiated support services, provisional sums (if any), and approved change
- 30 orders.
- 31
- 32 **Regular Dealer (DBE)** – A DBE firm that owns, operates, or maintains a store,
- 33 warehouse, or other establishment in which the materials or supplies required
- 34 for the performance of a Contract are bought, kept in stock, and regularly sold
- 35 to the public in the usual course of business. To be a Regular Dealer, the DBE
- 36 firm shall engage in, as its principal business and in its own name, the
- 37 purchase and sale of the products in question. A Regular Dealer in such items
- 38 as steel, cement, gravel, stone, and petroleum products need not keep such
- 39 products in stock if it owns or operates distribution equipment. Brokers and
- 40 packagers shall not be regarded as Regular Dealers within the meaning of this
- 41 definition.
- 42

1 **DBE Eligibility/Selection of DBEs**
2 A Directory of Certified Firms is available at the OMWBE web site. A description of
3 specific items of work that a DBE is certified to perform is shown in the directory
4 on the DBE’s profile page.

5
6 **Crediting DBE Participation**
7 Every DBE Subcontractors must be certified by OMWBE before the subcontract on
8 which it is participating is executed.

9
10 DBE participation cannot be counted toward the Contractor’s contract goal until
11 the amount being counted has actually been paid to the DBE.
12 The following are some examples of what may be counted as DBE participation. In
13 all cases the DBE must be certified for the work being considered and must be
14 capable of performing a CUF during the execution of the Work.

15
16 **DBE Prime Contractor**
17 A DBE Contractor may only take credit for that portion of the total dollar value
18 of the Contract equal to the distinct, clearly defined portion of the Work that
19 the DBE performs with its own forces.

20
21 **DBE Subcontractor**
22 Only that portion of the total dollar value of the subcontract equal to the
23 distinct, clearly defined portion of the Work that the DBE performs with its
24 own forces. Include the cost of supplies and materials obtained by the DBE for
25 its work on the contract, and equipment leased by the DBE.

26
27 The supplies, materials, and equipment purchased or leased from the
28 Contractor or its affiliate shall not be credited. Including any Contractor’s
29 resources available to DBE subcontractors at no cost.

30
31 If a DBE subcontracts a portion of the Work of its contract to another firm, the
32 value of the subcontracted Work may be counted toward the DBE Goal only if
33 the DBE’s Lower-Tier Subcontractor is also a DBE. Work subcontracted to a
34 non-DBE does not count towards the DBE Goal.

35
36 Count expenditures toward DBE Goal only if the DBE is performing a
37 commercially useful function (CUF) on that contract.

38
39 **DBE Subcontract and Lower Tier Subcontract Documents**
40 There must be a subcontract agreement that complies with 49 CFR Part 26 and
41 fully describes the distinct elements of Work committed to be performed by
42 the DBE. The subcontract agreement shall incorporate requirements of the

1 primary Contract. Subcontract agreements of all tiers, including lease
2 agreements shall be readily available at the project site for the Engineer to
3 review.

4
5 **DBE Broker/Packager**

6 The value of fees or commissions charged by a DBE Broker or a DBE behaving
7 in a manner of a Broker for providing a bona fide service, such as professional,
8 technical, consultant, managerial services, or for providing bonds or insurance
9 will only be credited towards meeting the DBE Goal if the firm is determined
10 to be performing a CUF.

11
12 **Trucking**

13 The DBE trucking firm receives credit for the value of the transportation
14 services it provides on the Contract using trucks it owns or leases, licenses,
15 insures, and operates with drivers it employs.

16
17 The Work that a DBE trucking firm performs with trucks it leases from other
18 certified DBE trucking firms qualify for 100% DBE credit. If the DBE leases
19 trucks from a non-DBE truck leasing company and uses its own employees as
20 drivers, it is entitled to DBE credit for the total value of these hauling services.

21
22 Only the fees/commissions the DBE receives for arranging the transportation
23 services provided is credited when trucks are leased from non-DBE trucking
24 firm. The trucking Work subcontracted to any non-DBE trucking firm will not
25 receive credit for Work done on the project.

26
27 Truck registration and lease agreements shall be readily available at the
28 project site for the Engineer review.

29
30 **DBE Manufacturer and DBE Regular Dealer**

31 If materials or supplies are obtained from a DBE Manufacturer, 100 percent of
32 the cost of materials or supplies can count toward the DBE Goal. The DBE
33 Manufacturer shall be certified as such by OMWBE.

34
35 Sixty percent (60%) of the cost of materials or supplies purchased from a DBE
36 Regular Dealer may be credited toward meeting the DBE Goal. If the role of
37 the DBE Regular Dealer is determined to be that of a Broker, then the DBE
38 credit shall be limited to the fee or commission it receives for its services.
39 Regular Dealer status is granted on a Contract-by-Contract basis.

40
41 A firm wishing to be approved as a Regular Dealer must submit a request in
42 writing to WSDOT for approval, no later than ten working days prior to

1 subcontract Bid opening. The Approved Regular Dealers List is published on
2 WSDOT’s Office of Equal Opportunity (OEO) web site.

3
4 Purchase of materials or supplies from a DBE which is neither a manufacturer
5 nor a regular dealer, (i.e. Broker) only the fees or commissions charged for
6 assistance in the procurement of the materials and supplies, or fees or
7 transportation changes for the delivery of materials or supplies required on a
8 job site, can count toward DBE Goal, provided the fees are not excessive as
9 compared with fees customarily allowed for similar services. The cost of the
10 materials and supplies themselves cannot be counted toward DBE Goal.

11
12 Note: Requests to be listed as a Regular Dealer will only be processed if the
13 requesting firm is certified by the Office of Minority and Women’s
14 Business Enterprises in a NAICS code that fall within the 42XXXX
15 NAICS Wholesale code section.

16
17 **Disadvantaged Business Enterprise Utilization Certification FORM # 272-056 EF**
18 The Contractor shall properly complete and submit a Disadvantaged Business
19 Enterprise Utilization Certification for any proposed early subcontracting associated
20 with negotiations of the MACC, and for any subcontracting packages that are put out
21 for bid after the MACC has been negotiated. A Disadvantaged Business Enterprise
22 Utilization Certification (WSDOT Form 272-056 EF) is included as **Division 00 52 33**
23 **Attachment F** for this purpose, and this form is also available from the Engineer, along
24 with instructions on how to properly fill out the form.

25
26 The Contractor is advised that the item listed below when listed in the Utilization
27 Certification must have their amounts reduced to the percentages shown and
28 those reduced amounts will be the amount applied towards meeting the DBE Goal.

- 29
30
 - Regular dealer at 60%

31
32 **Disadvantaged Business Enterprise Written Confirmation Document(s) FORM #**
33 **422-031 EF**

34 The Contractor shall submit, together with its Disadvantaged Business Enterprise
35 Utilization Certification (WSDOT Form 272-056 EF), a Disadvantaged Business
36 Enterprise Written Confirmation Document (completed and signed by the DBE) for
37 each DBE firm listed in the Contractor’s completed Disadvantaged Business
38 Enterprise Utilization Certification. Failure to do so will result in the associated
39 participation being disallowed.

40
41 The Confirmation Documents provide confirmation from the DBEs that they are
42 participating in the Contract as provided in the Utilization Certification.

1
2 A Disadvantaged Business Enterprise Written Confirmation Document (form
3 No. 422-031 EF) is included as **Division 00 52 33 Attachment G** for this purpose, and
4 this form is also available from the Engineer, along with instructions on how to
5 properly fill out the form.

6
7 It is prohibited for the Contractor to require a DBE to submit a Written
8 Confirmation Document with any part of the form left blank. Should the
9 Contracting Agency determine that a Written Confirmation Document was signed
10 by a DBE that was not complete; the validity of the document comes into question
11 and the associated DBE participation may not receive credit.

12
13 **Good Faith Efforts (GFE)**

14 The Contractor shall demonstrate a good faith effort to achieve the DBE Goal.
15 Achieving the DBE Goal may be accomplished in one of two ways, as follows:

- 16
17 1. By meeting the DBE Goal
18 The best indication of GFE is to document, through submission of the
19 Disadvantaged Business Enterprise Utilization Certification and supporting
20 Disadvantaged Business Enterprise Written Confirmation Document(s) that
21 the Contractor has obtained enough DBE participation to meet or exceed
22 the assigned DBE Goal. That being the case, no additional GFE
23 documentation is required. Or;
24
25 2. By documentation that the Contractor made adequate GFE to meet the
26 DBE Goal
27 The Contractor may demonstrate a GFE in whole or part through GFE
28 documentation ONLY IN THE EVENT a Contractor's efforts to solicit
29 sufficient DBE participation have been unsuccessful. In this case, the
30 Contractor must supply GFE documentation in addition to the
31 Disadvantaged Business Enterprise Utilization Certification, and supporting
32 Disadvantaged Business Enterprise (DBE) Written Confirmation
33 Document(s).

34
35 The Contractor shall demonstrate a GFE during the life of the Contract to attain the
36 DBE Goal as assigned to the project.

37
38 Based upon all the relevant documentation submitted, the Contracting Agency
39 shall determine whether the Contractor has demonstrated sufficient GFE to
40 achieve DBE participation. The Contracting Agency will make a fair and reasonable
41 judgment of whether, if the Contractor did not meet the DBE Goal through

1 participation, the Contractor nevertheless made adequate good faith efforts as
2 demonstrated by the GFE documentation.

3
4 **Good Faith Effort (GFE) Documentation**

5 The following is a list of types of actions, which would be considered as part of the
6 Contractor’s GFE to achieve DBE participation. It is not intended to be a mandatory
7 checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of
8 efforts may be relevant in appropriate cases.

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

- 1 be some additional costs involved in finding and using DBEs is not in
2 itself sufficient reason for a Contractor’s failure to meet the DBE Goal,
3 as long as such costs are reasonable. Also, the ability or desire of a
4 Contractor to perform the Work of a Contract with its own
5 organization does not relieve the Contractor of the responsibility to
6 make Good Faith Efforts. Contractors are not, however, required to
7 accept higher quotes from DBEs if the price difference is excessive or
8 unreasonable.
9
- 10 4. Not rejecting DBEs as being unqualified without sound reasons based on a
11 thorough investigation of their capabilities. The Contractor’s standing
12 within its industry, membership in specific groups, organizations, or
13 associations and political or social affiliations (for example union vs.
14 non-union employee status) are not legitimate causes for the rejection or
15 non-solicitation of DBE’s in the Contractor’s efforts to meet the DBE Goal.
16
- 17 5. Making efforts to assist interested DBEs in obtaining bonding, lines of
18 credit, or insurance as required by the recipient or Contractor.
19
- 20 6. Making efforts to assist interested DBEs in obtaining necessary equipment,
21 supplies, materials, or related assistance or services.
22
- 23 7. Effectively using the services of available minority/women community
24 organizations; minority/women contractors’ groups; local, State, and
25 Federal minority/women business assistance offices; and other
26 organizations as allowed on a case-by-case basis to provide assistance in
27 the recruitment and placement of DBEs.
28
- 29 8. Documentation of GFE must include copies of each DBE and non-DBE
30 subcontractor quotes submitted to the Contractor when a non-DBE
31 subcontractor is selected over a DBE for Work on the Contract. (see 49
32 CFR Part26.53(b)(2)(vi) & Appendix A)
33

34 **Procedures Between Subcontract Award and Execution**

35 After award and prior to execution of any subcontracts with certified DBE’s, the
36 Contractor shall provide the additional information described below. Failure to
37 comply may result in sanctions as provided by the Contract.

- 38 1. Additional information for all successful DBEs as shown on the
39 Disadvantaged Business Enterprise Utilization Certification:
40
- 41 a. Correct business name, federal employee identification number (if
42 available), and mailing address.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

- b. List of all MACC or preconstruction services items (with a clear description of the Work to be performed) assigned to each successful DBE, including the dollar value.
 - c. Description of partial items (if any) to be sublet to each successful DBE specifying the Work committed under each item to be performed and including the dollar value of the DBE portion.
 - d. Total amounts shown for each DBE shall match the amount shown on the Disadvantaged Business Enterprise Utilization Certification. A breakdown that does not conform to the Disadvantaged Business Enterprise Utilization Certification or that demonstrates a different amount of DBE participation than that included in the Disadvantaged Business Enterprise Utilization Certification will be returned for correction.
2. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.

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

Commercially Useful Function (CUF)

The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. This applies to all DBEs performing Work on a project, if the Contractor wants to receive credit for their participation. The Contracting Agency will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material and installing (where applicable); and paying for the material itself. If a DBE does not perform “all” of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be readily available for review by the Contracting Agency.

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

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

9
10 The Contracting Agency will use the following factors in determining whether
11 a DBE trucking company is performing a CUF:

- 12
- 13 • The DBE shall be responsible for the management and supervision of
14 the entire trucking operation. The owner demonstrates business
15 related knowledge, shows up on site and is active in running the
16 business.
 - 17
 - 18 • The DBE finances are independently controlled by the DBE.
 - 19
 - 20 • The DBE shall with its own workforce, operate at least one fully
21 licensed, insured, and operational truck used on the Contract.
22 Employees are shown exclusively on the DBE payroll.
 - 23
 - 24 • The DBE may lease trucks without drivers from a non-DBE truck
25 leasing company. If the DBE leases trucks from a non-DBE truck
26 leasing company and uses its own employees as drivers, it is entitled
27 to credit for the total value of these hauling services.
 - 28
 - 29 • Lease agreements for trucks shall indicate that the DBE has exclusive
30 use of and control over the truck. This does not preclude the leased
31 truck from working for others provided it is with the consent of the
32 DBE and the lease provides the DBE absolute priority for use of the
33 leased truck.
 - 34
 - 35 • Leased trucks shall display the name and identification number of the
36 DBE.
 - 37
 - 38 • Leased trucks shall be driven by DBE employees included in the DBE's
39 payroll.
 - 40

41 The DBE may lease trucks from another DBE including a DBE owner-operator.
42 The DBE who leases trucks from another DBE shall claim participation for the

1 total value of the transportation services the lessee DBE provides on the
2 Contract.

3
4 **Joint Checking**

5 A joint check is issued by a Contractor to a Subcontractor and to a material
6 supplier for items or services to be incorporated into a project.

7
8 A joint check agreement must be approved by the Engineer and requested by
9 the DBE involved using **Division 00 52 33 Attachment H - DBE Joint Check**
10 **Request Form (DOT Form 272-053)** prior to its use. The form must
11 accompany the DBE Joint Check Agreement between the parties involved,
12 including the conditions of the arrangement and expected use of the joint
13 checks.

14
15 The approval to use joint checks and the use will be closely monitored by the
16 Engineer. To receive DBE credit for performing a CUF with respect to
17 obtaining materials and supplies, a DBE must “be responsible for negotiating
18 price, determining quality and quantity, ordering the material and installing
19 (where applicable) and paying for the material itself.” The Contractor shall
20 submit DBE Joint Check Request Form for the Engineer approval prior to using
21 a joint check.

22
23 Material costs paid by the Contractor directly to the material supplier are not
24 allowed. If proper procedures are not followed or the Engineer determines
25 that the arrangement results in lack of independence for the DBE involved, no
26 DBE credit will be given for the DBE’s participation as it relates to the material
27 cost.

28
29 **Prompt Payment**

30 Refer to Article XVII of Division 00 73 73 for Prompt Payment requirements
31 associated with this contract.

32
33 **Reporting**

34 All certified DBE Work is reported. The Contractor shall submit a Monthly
35 Report of Amounts Credited as DBE Participation to the Engineer each month,
36 regardless of whether payments were made or Work occurred, between
37 Execution of the Contract and the final amounts paid to DBE contractor or
38 Completion of the Contract using the application available at:
39 <https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation/>. The
40 monthly report is due 20 calendar days following the end of the month. After
41 Execution of the Contract, the Contractor shall send an e-mail to
42 DBEAdmin@wsdot.wa.gov containing the following information: the first and

1 last name, e-mail address, title and phone number of the person that will be
2 submitting the above documents for the Contractor. The e-mail shall include
3 the WSDOT contract number they will be reporting on. After receipt of this
4 information by WSDOT, the Contractor will receive an e-mail containing their
5 username and password for the application and a link to the application.
6 Reporting instructions are available in the application.

7
8 In the event that the payments to a DBE contractor have been made by an
9 entity other than the Contractor, as in the case of a lower-tier Subcontractor
10 or supplier, then the Contractor shall obtain evidence of payments from the
11 paying entity and report these payments to the Engineer.

12
13
14 **Changes in Work Committed to DBE**

15 The Contractor shall utilize the DBEs to perform the work and supply the materials
16 for which each is committed unless approved in writing, and in advance, by the
17 Engineer. The Contractor shall not be entitled to any payment for work or material
18 completed by the Contractor or subcontractors that was committed to be
19 completed by the DBEs.

20
21 **Owner Initiated Changes**

22 The Engineer will consider the impact on DBE participation in instances where
23 the Engineer changes Work that was committed to a DBE at the time of
24 Contract Award. In such instances, the Contractor shall not be required to
25 substitute for the Work but is encouraged to do so. The Engineer may direct
26 DBE participation or solicitation of DBEs as part of a change order.

27
28 **Contractor-Initiated Changes**

29 The Contractor cannot reduce the amount of work of a DBE without good
30 cause, even if the Contractor continues to meet the DBE Commitment through
31 other means. Reducing a DBE's Commitment is viewed as a partial DBE
32 termination, subject to the procedures below.

33
34 **Original Quantity Under runs**

35 In the event that Work committed to a DBE firm underruns the original
36 planned quantities the Contractor is encouraged to substitute the remaining
37 applicable Work to another DBE but is not required to do so.

38
39 **Contractor Proposed DBE Substitutions**

40 Requests to substitute a DBE must be for good cause (see DBE termination
41 process below), and requires the prior written approval of the Engineer. After
42 receiving a written termination with good cause approval from the Engineer,

1 the Contractor may only replace a DBE with another certified DBE. When any
2 changes encountered between Award and Execution of a subcontract that
3 result in a substitution of DBE, the substitute DBE must have been certified
4 prior to the due date for bids on the subcontract.

5
6 **DBE Termination**

7 Termination of a DBE (or an approved substitute DBE) is only allowed in whole
8 or in part with prior written approval of the Engineer. The Contractor must
9 have good cause to terminate a DBE.

10
11 Good cause typically includes situations where the DBE Subcontractor is
12 unable or unwilling to perform the work of its subcontract. Good cause may
13 exist if:

- 14
- 15 • The DBE fails or refuses to execute a written contract.
- 16
- 17 • The DBE fails or refuses to perform the Work of its subcontract in a
18 way consistent with normal industry standards.
- 19
- 20 • The DBE fails or refuses to meet the Contractor’s reasonable
21 nondiscriminatory bond requirements.
- 22
- 23 • The DBE becomes bankrupt, insolvent, or exhibits credit
24 unworthiness.
- 25
- 26 • The DBE is ineligible to work on public works projects because of
27 suspension and debarment proceedings pursuant to federal law or
28 applicable State law.
- 29
- 30 • The DBE voluntarily withdraws from the project, and provides written
31 notice of its withdrawal.
- 32
- 33 • The DBE’s work is deemed unsatisfactory by the Engineer and not in
34 compliance with the contract.
- 35
- 36 • The DBE’s owner dies or becomes disabled with the result that the
37 DBE is unable to complete its Work on the contract.
- 38

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

Good cause does not exist if:

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

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

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

Decertification/Graduation

When a DBE is “decertified” or “graduates” from the DBE program during the course of the Contract, the participation of that DBE shall continue to count towards the DBE Goal 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/graduation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

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 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 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 **Attachment B**
2 **Geotechnical Reports and Boring Logs**

3
4 Draft Geotechnical Reports are available for reference at the following location:

5 [ftp://ftp.wsdot.wa.gov/contracts/Seattle%20Multimodal%20Terminal%20at%20Colman%20Do](ftp://ftp.wsdot.wa.gov/contracts/Seattle%20Multimodal%20Terminal%20at%20Colman%20Dock%20Project/Reference_Documents)
6 [ck%20Project/Reference Documents](ftp://ftp.wsdot.wa.gov/contracts/Seattle%20Multimodal%20Terminal%20at%20Colman%20Dock%20Project/Reference_Documents)

7
8 Final Geotechnical Reports and Boring Logs will be provided prior to MACC negotiations and will
9 become part of the Contract.

FEDERAL TRANSIT ADMINISTRATION ARTICLES

FOR CONSTRUCTION CONTRACTS

FEDERAL TRANSIT ADMINISTRATION ARTICLES
FOR CONSTRUCTION CONTRACTS
TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. BUY AMERICA REQUIREMENTS	2
II. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION	3
III. LOBBYING	4
IV. ACCESS TO RECORDS AND REPORTS	5
VI. CLEAN WATER REQUIREMENTS	7
VII. CLEAN AIR	8
VIII. FEDERAL CHANGES	8
IX. NO GOVERNMENT OBLIGATION TO THIRD PARTIES	9
X. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS	10 10
XI. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	11
XII. CIVIL RIGHTS REQUIREMENTS	13
XIII. BONDING REQUIREMENTS	14
XIV. DAVIS - BACON ACT AND COPELAND ANTI – KICKBACK ACT	15
XV. DISADVANTAGED BUSINESS ENTERPRISES	23
XVI. ADA ACCESS	23
XVII. SUBCONTRACT WORK COMPLETION AND PROMPT PAY OF RETAINAGE	25
XVIII. CARGO PREFERENCE	27
XIX. FLY AMERICA	28
XX. SEISMIC SAFETY REQUIREMENTS	29
XXI. RECYCLED PRODUCTS	29
XXII. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE	30 30
XXIII. BREACHES AND DISPUTE RESOLUTION	30
XXIV. TERMINATION	30
XXV. SPECIAL NOTIFICATION REQUIREMENTS FOR STATES	31
XXVI. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS	32

**FEDERAL TRANSIT ADMINISTRATION ARTICLES
FOR CONSTRUCTION CONTRACTS**

I.

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)

49 CFR Part 661

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000).

The Buy America requirements flow down from FTA recipients and subrecipients to first tier Contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Buy America

This Contract is subject to the Federal Transit Administration's (FTA's) Buy America requirements in 49 CFR Part 661 and 49 U.S.C. 5323(j). The Contractor agrees to abide by its Buy America Certificate submitted with its bid/proposal.

1 II.

2 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

3 2 CFR Part 180

4 2 CFR Part 1200

5 2 CFR Parts 180 and 1200 prohibit FTA recipients and sub-recipients from contracting for goods
6 and services from organizations that have been suspended or debarred from receiving
7 Federally-assisted contracts. As part of their applications each year, recipients are required to
8 submit a certification to the effect that they will not enter into contracts over \$25,000 with
9 suspended or debarred Contractors and that they will require their Contractors (and their
10 subcontractors) to make the same certification to them. Contractors are also required to
11 confirm whether a prospective lower-tier participant is debarred or suspended.

12 Contractors are required to pass this requirement on to subcontractors seeking subcontracts
13 over \$25,000. Thus, the terms "lower tier covered participant" and "lower tier covered
14 transaction" include both Contractors and subcontractors and contracts and subcontracts over
15 \$25,000.

16 **Debarment and Suspension**

17 This Contract is subject to the Federal Transit Administration's (FTA's) debarment and suspension
18 requirements in 2 CFR Parts 180 and 1200. The Contractor agrees to abide by the following
19 certifications submitted with its bid/proposal: "Certification of Contractor Regarding Debarment,
20 Suspension, and Other Responsibility Matters"; "Certification of Contractor Regarding Debarment,
21 Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction"; and
22 corresponding certifications for subcontractors. The Contractor also agrees to (i) confirm whether a
23 prospective participant in a lower tier covered transaction is debarred or suspended by checking
24 the exclusion records maintained at <https://www.sam.gov/portal/public/SAM/>; and (ii) pass on the
25 same requirement to prospective lower tier participants.

1 III.

2 LOBBYING

3 31 U.S.C. 1352

4 49 CFR Part 19

5 49 CFR Part 20

6 The Lobbying requirements apply to Construction/Architectural and Engineering/Acquisition of
7 Rolling Stock/Professional Service Contract/Operational Service Contract/Turnkey contracts.

8 The Lobbying requirements mandate the maximum flow down, pursuant to Byrd Anti-Lobbying
9 Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, § 7.

10 The Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.
11 Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure
12 Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*] - Lobbying Certification and
13 Disclosure of Lobbying Activities for third party Contractors are mandated by 31 U.S.C.
14 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and
15 DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d) -
16 Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which
17 provides that Contractors file the certification required by 49 CFR Part 20, Appendix A.
18 Modifications have been made to the Lobbying Certification pursuant to Section 10 of the
19 Lobbying Disclosure Act of 1995. - Use of "Disclosure of Lobbying Activities," Standard Form-LLL
20 set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New
21 Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20,
22 Appendix A. **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying
23 Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors
24 who apply or bid for an award of \$100,000 or more shall file the certification required by
25 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will
26 not and has not used Federal appropriated funds to pay any person or organization for
27 influencing or attempting to influence an officer or employee of any agency, a member of
28 Congress, officer or employee of Congress, or an employee of a member of Congress in
29 connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C.
30 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act
31 of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to
32 that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are
33 forwarded from tier to tier up to the recipient.

34 **Lobbying**

35 This Contract is subject to the Federal Transit Administration's (FTA's) Lobbying requirements in
36 31 U.S.C. 1352, 49 CFR Part 19 and 49 CFR Part 20. The Contractor agrees to abide by its
37 "Certification Regarding Lobbying" submitted with its bid/proposal.

1 IV.

2 ACCESS TO RECORDS AND REPORTS

3 49 U.S.C. 5325

4 18 CFR 18.36 (i)

5 49 CFR 633.17

6
7 Reference Chart "Requirements for Access to Records and Reports by Type of Contracts".
8 FTA does not require the inclusion of these requirements in subcontracts.

9 Access to Records

10 The following access to records requirements apply to this Contract:

- 11 1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a
12 subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor
13 agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the
14 United States or any of their authorized representatives access to any books,
15 documents, papers and records of the Contractor which are directly pertinent to this
16 contract for the purposes of making audits, examinations, excerpts and transcriptions.
17 Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator
18 or his authorized representatives including any PMO Contractor access to Contractor's
19 records and construction sites pertaining to a major capital project, defined at 49 U.S.C.
20 5302(a)1, which is receiving federal financial assistance through the programs described
21 at 49 U.S.C. 5307, 5309 or 5311.
- 22 2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA
23 Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the
24 Purchaser, the FTA Administrator or his authorized representatives, including any PMO
25 Contractor, access to the Contractor's records and construction sites pertaining to a
26 major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial
27 assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By
28 definition, a major capital project excludes contracts of less than the simplified
29 acquisition threshold currently set at \$100,000.
- 30 3. Where the Purchaser enters into a negotiated contract for other than a small purchase
31 or under the simplified acquisition threshold and is an institution of higher education, a
32 hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the
33 FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the
34 Purchaser, FTA Administrator, the Comptroller General of the United States or any of
35 their duly authorized representatives with access to any books, documents, papers and
36 record of the Contractor which are directly pertinent to this contract for the purposes of
37 making audits, examinations, excerpts and transcriptions.

- 1 4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in
 2 accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or
 3 improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding,
 4 the Contractor shall make available records related to the contract to the Purchaser, the
 5 Secretary of Transportation and the Comptroller General or any authorized officer or
 6 employee of any of them for the purposes of conducting an audit and inspection.
- 7 5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means
 8 whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 9 6. The Contractor agrees to maintain all books, records, accounts and reports required
 10 under this contract for a period of not less than three years after the date of
 11 termination or expiration of this contract, except in the event of litigation or settlement
 12 of claims arising from the performance of this contract, in which case Contractor agrees
 13 to maintain same until the Purchaser, the FTA Administrator, the Comptroller General,
 14 or any of their duly authorized representatives, have disposed of all such litigation,
 15 appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- 16 7. FTA does not require the inclusion of these requirements in subcontracts.

17 **Requirements for Access to Records and Reports by Types of Contract**

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, unless non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award

18 Sources of Authority: ¹ 49 USC 5325 (a) ² 49 CFR 633.17 ³ 18 CFR 18.36 (i)

19

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

**V.
ENERGY CONSERVATION REQUIREMENTS**

**42 U.S.C. 6321 et seq.
49 CFR Part 18**

<p>The Energy Conservation requirements are applicable to all contracts.</p> <p>The Energy Conservation requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier.</p>

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**VI.
CLEAN WATER REQUIREMENTS**

33 U.S.C. 1251

<p>The Clean Water requirements apply to each contract and subcontract which exceeds \$100,000.</p> <p>The Clean Water requirements flow down to FTA recipients and subrecipients at every tier.</p>
--

Clean Water

1. The 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. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1 VII.

2 CLEAN AIR

3 42 U.S.C. 7401 et seq.

4 40 CFR 15.61

5 49 CFR Part 18

6 The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite
7 quantities where the amount is expected to exceed \$100,000 in any year.

8 The Clean Air requirements flow down to all subcontracts which exceed \$100,000.

9 **Clean Air**

10 1. The Contractor agrees to comply with all applicable standards, orders or regulations
11 issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The
12 Contractor agrees to report each violation to the State and understands and agrees that
13 the State will, in turn, report each violation as required to assure notification to FTA and
14 the appropriate EPA Regional Office.

15 2. The Contractor also agrees to include these requirements in each subcontract exceeding
16 \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17
18 VIII.

19 FEDERAL CHANGES

20 49 CFR Part 18

21
22 The Federal Changes requirement applies to all contracts.

23 The Federal Changes requirement flows down appropriately to each applicable changed
24 requirement.

25 **Federal Changes**

26 The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures
27 and directives, including without limitation those listed directly or by reference in the Master
28 Agreement between the State and FTA, as they may be amended or promulgated from time to
29 time during the term of this contract. Contractor's failure to so comply shall constitute a
30 material breach of this contract.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

IX.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicable to all contracts. Not required by statute or regulation for either primary Contractors or subcontractors, this concept should flow down to all levels to clarify, to all parties to the contract, that the Federal Government does not have contractual liability to third parties, absent specific written consent.
--

No Obligation by the Federal Government

1. The State and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the State, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1 X.

2 **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**
3 **AND RELATED ACTS**

4 **31 U.S.C. 3801 et seq.**
5 **49 CFR Part 31, 18 U.S.C. 1001**
6 **49 U.S.C. 5307**
7

8 These requirements are applicable to all contracts.

9 These requirements flow down to Contractors and subcontractors who make, present, or
10 submit covered claims and statements.

11 **Program Fraud and False or Fraudulent Statements or Related Acts**

12 1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies
13 Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program
14 Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project.
15 Upon execution of the underlying contract, the Contractor certifies or affirms the
16 truthfulness and accuracy of any statement it has made, it makes, it may make, or
17 causes to be made, pertaining to the underlying contract or the FTA assisted project for
18 which this contract work is being performed. In addition to other penalties that may be
19 applicable, the Contractor further acknowledges that if it makes, or causes to be made,
20 a false, fictitious, or fraudulent claim, statement, submission, or certification, the
21 Federal Government reserves the right to impose the penalties of the Program Fraud
22 Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government
23 deems appropriate.

24 2. The Contractor also acknowledges that if it makes, or causes to be made, a false,
25 fictitious, or fraudulent claim, statement, submission, or certification to the Federal
26 Government under a contract connected with a project that is financed in whole or in
27 part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C.
28 § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001
29 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government
30 deems appropriate.

31 3. The Contractor agrees to include the above two clauses in each subcontract financed in
32 whole or in part with Federal assistance provided by FTA. It is further agreed that the
33 clauses shall not be modified, except to identify the subcontractor who will be subject to
34 the provisions.

1 XI.

2 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

3 **40 U.S.C. 3701**

4 **29 C.F.R. § 5.5(b)**

5 **49 CFR § 18**

6
7 29 CFR § 5.5(b), which deals with overtime requirements, applies to: all construction contracts
8 in excess of \$100,000.

9 Applies to third party Contractors and subcontractors.

10
11 (These clauses should be used in conjunction with the Davis-Bacon Act clauses.)

12
13 **1. Overtime Requirements**

14 No Contractor or subcontractor contracting for any part of the contract work which may
15 require or involve the employment of laborers or mechanics shall require or permit any
16 such laborer or mechanic in any workweek in which he or she is employed on such work
17 to work in excess of forty hours in such workweek unless such laborer or mechanic
18 receives compensation at a rate not less than one and one-half times the basic rate of
19 pay for all hours worked in excess of forty hours in such workweek.

20
21 **2. Violation; Liability For Unpaid Wages; Liquidated Damages**

22 In the event of any violation of the clause set forth in paragraph (1) of this section the
23 Contractor and any subcontractor responsible therefor shall be liable for the unpaid
24 wages. In addition, such Contractor and subcontractor shall be liable to the United
25 States for liquidated damages. Such liquidated damages shall be computed with respect
26 to each individual laborer or mechanic, including watchmen and guards, employed in
27 violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each
28 calendar day on which such individual was required or permitted to work in excess of
29 the standard workweek of forty hours without payment of the overtime wages required
30 by the clause set forth in paragraph 1 of this section.

31
32 **3. Withholding For Unpaid Wages and Liquidated Damages**

33 The State shall, upon its own action or upon written request of an authorized
34 representative of the Department of Labor, withhold or cause to be withheld, from any
35 moneys payable on account of work performed by the Contractor or subcontractor
36 under any such contract or any other Federal contract with the same prime Contractor,
37 or any other federally-assisted contract subject to the Contract Work Hours and Safety
38 Standards Act, which is held by the same prime Contractor, such sums as may be
39 determined to be necessary to satisfy any liabilities of such Contractor or subcontractor
40 for unpaid wages and liquidated damages as provided in the clause set forth in
41 paragraph 2 of this section.

- 1 4. **Subcontracts**
2 The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in
3 this section and also a clause requiring the subcontractors to include these clauses in
4 any lower tier subcontracts. The prime Contractor shall be responsible for compliance
5 by any subcontractor or lower tier subcontractor with the clauses set forth in this
6 section.
7

1 XII.

2 CIVIL RIGHTS REQUIREMENTS

3 29 U.S.C. § 623, 42 U.S.C. § 2000

4 42 U.S.C. § 6102, 42 U.S.C. § 12112

5 42 U.S.C. § 12132, 49 U.S.C. § 5332

6 29 CFR Part 1630, 41 CFR Parts 60 et seq.

7
8 The Civil Rights Requirements apply to all contracts.

9 The Civil Rights requirements flow down to all third party Contractors and subcontractors at
10 every tier.

11 **Civil Rights**

12 The following requirements apply to the underlying contract:

13 1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended,
14 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended,
15 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C.
16 § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will
17 not discriminate against any employee or applicant for employment because of race,
18 color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to
19 comply with applicable Federal implementing regulations and other implementing
20 requirements FTA may issue.

21 2. Equal Employment Opportunity - The following equal employment opportunity
22 requirements apply to the underlying contract:

23 A. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil
24 Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C.
25 § 5332, the Contractor agrees to comply with all applicable equal employment
26 opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations,
27 "Office of Federal Contract Compliance Programs, Equal Employment
28 Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement
29 Executive Order No. 11246, "Equal Employment Opportunity," as amended by
30 Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal
31 Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable
32 Federal statutes, executive orders, regulations, and Federal policies that may in
33 the future affect construction activities undertaken in the course of the Project.
34 The Contractor agrees to take affirmative action to ensure that applicants are
35 employed, and that employees are treated during employment, without regard
36 to their race, color, creed, national origin, sex, or age. Such action shall include,
37 but not be limited to, the following: employment, upgrading, demotion or
38 transfer, recruitment or recruitment advertising, layoff or termination; rates of

1 pay or other forms of compensation; and selection for training, including
2 apprenticeship. In addition, the Contractor agrees to comply with any
3 implementing requirements FTA may issue.

4 B. Age - In accordance with section 4 of the Age Discrimination in Employment Act
5 of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C.
6 § 5332, the Contractor agrees to refrain from discrimination against present and
7 prospective employees for reason of age. In addition, the Contractor agrees to
8 comply with any implementing requirements FTA may issue.

9 C. Disabilities - In accordance with section 102 of the Americans with Disabilities
10 Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply
11 with the requirements of U.S. Equal Employment Opportunity Commission,
12 "Regulations to Implement the Equal Employment Provisions of the Americans
13 with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons
14 with disabilities. In addition, the Contractor agrees to comply with any
15 implementing requirements FTA may issue.

16 3. The Contractor also agrees to include these requirements in each subcontract financed
17 in whole or in part with Federal assistance provided by FTA, modified only if necessary
18 to identify the affected parties.

19
20 **XIII.**

21 **BONDING REQUIREMENTS**

22
23 For construction or facility improvement contracts or subcontracts exceeding \$100,000.

24 Bonding requirements flow down to the first tier Contractors.

25 **Bid Bond and Contract Bond**

26 The Contractor shall comply with the "Bid Deposit" and "Contract Bond" provisions in the bid /
27 proposal package issued by the State.

XIV.

DAVIS - BACON ACT AND COPELAND ANTI – KICKBACK ACT

40 U.S.C. 3141
29 CFR § 5

Construction contracts over \$2,000.00 Applies to third party Contractors and subcontractors The language in this clause is mandated under the DOL regulations at 29 C.F.R. § 5.5 (a)

Davis Bacon and Copeland Anti-Kickback Acts

1. **Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- 1
2 (ii)(A) The contracting officer shall require that any class of laborers or mechanics,
3 including helpers, which is not listed in the wage determination and which is to
4 be employed under the contract shall be classified in conformance with the
5 wage determination. The contracting officer shall approve an additional
6 classification and wage rate and fringe benefits therefore only when the
7 following criteria have been met:
8
- 9 (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to
10 be performed by the classification requested is not performed by a
11 classification in the wage determination; and
12
- 13 (2) The classification is utilized in the area by the construction industry; and
14
- 15 (3) The proposed wage rate, including any bona fide fringe benefits, bears a
16 reasonable relationship to the wage rates contained in the wage
17 determination; and
18
- 19 (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a
20 classification prevails in the area in which the work is performed.
21
- 22 (B) If the Contractor and the laborers and mechanics to be employed in the
23 classification (if known), or their representatives, and the contracting officer
24 agree on the classification and wage rate (including the amount designated for
25 fringe benefits where appropriate), a report of the action taken shall be sent by
26 the contracting officer to the Administrator of the Wage and Hour Division,
27 Employment Standards Administration, U.S. Department of Labor, Washington,
28 DC 20210. The Administrator, or an authorized representative, will approve,
29 modify or disapprove every additional classification action within 30 days of
30 receipt and so advise the contracting officer or will notify the contracting officer
31 within the 30-day period that additional time is necessary.
32
- 33 (C) In the event the Contractor, the laborers or mechanics to be employed in the
34 classification or their representatives, and the contracting officer do not agree
35 on the proposed classification and wage rate (including the amount designated
36 for fringe benefits, where appropriate), the contracting officer shall refer the
37 questions, including the views of all interested parties and the recommendation
38 of the contracting officer, to the Administrator for determination. The
39 Administrator, or an authorized representative, will issue a determination within
40 30 days of receipt and so advise the contracting officer or will notify the
41 contracting officer within the 30-day period that additional time is necessary.
42
- 43 (D) The wage rate (including fringe benefits where appropriate) determined
44 pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all

1 workers performing work in the classification under this contract from the first
2 day on which work is performed in the classification.

3
4 (iii) Whenever the minimum wage rate prescribed in the contract for a class of
5 laborers or mechanics includes a fringe benefit which is not expressed as an
6 hourly rate, the Contractor shall either pay the benefit as stated in the wage
7 determination or shall pay another bona fide fringe benefit or an hourly cash
8 equivalent thereof.

9
10 (iv) If the Contractor does not make payments to a trustee or other third person, the
11 Contractor may consider as part of the wages of any laborer or mechanic the
12 amount of any costs reasonably anticipated in providing bona fide fringe benefits
13 under a plan or program; Provided that the Secretary of Labor has found, upon
14 the written request of the Contractor, that the applicable standards of the Davis-
15 Bacon Act have been met. The Secretary of Labor may require the Contractor to
16 set aside in a separate account assets for the meeting of obligations under the
17 plan or program.

18
19 (v)(A) The contracting officer shall require that any class of laborers or mechanics
20 which is not listed in the wage determination and which is to be employed under
21 the contract shall be classified in conformance with the wage determination.
22 The contracting officer shall approve an additional classification and wage rate
23 and fringe benefits therefor only when the following criteria have been met:

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

26
27 (2) The classification is utilized in the area by the construction industry; and

28
29 (3) The proposed wage rate, including any bona fide fringe benefits, bears a
30 reasonable relationship to the wage rates contained in the wage
31 determination.

32
33 (B) If the Contractor and the laborers and mechanics to be employed in the
34 classification (if known), or their representatives, and the contracting officer
35 agree on the classification and wage rate (including the amount designated for
36 fringe benefits where appropriate), a report of the action taken shall be sent by
37 the contracting officer to the Administrator of the Wage and Hour Division,
38 Employment Standards Administration, Washington, DC 20210. The
39 Administrator, or an authorized representative, will approve, modify, or
40 disapprove every additional classification action within 30 days of receipt and so
41 advise the contracting officer or will notify the contracting officer within the 30-
42 day period that additional time is necessary.

1 (C) In the event the Contractor, the laborers or mechanics to be employed in the
2 classification or their representatives, and the contracting officer do not agree
3 on the proposed classification and wage rate (including the amount designated
4 for fringe benefits, where appropriate), the contracting officer shall refer the
5 questions, including the views of all interested parties and the recommendation
6 of the contracting officer, to the Administrator for determination. The
7 Administrator, or an authorized representative, will issue a determination with
8 30 days of receipt and so advise the contracting officer or will notify the
9 contracting officer within the 30-day period that additional time is necessary.

10
11 (D) The wage rate (including fringe benefits where appropriate) determined
12 pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all
13 workers performing work in the classification under this contract from the first
14 day on which work is performed in the classification.

15
16 **2. Withholding**

17 The State shall, upon its own action or upon written request of an authorized
18 representative of the Department of Labor, withhold or cause to be withheld from the
19 Contractor under this contract or any other Federal contract with the same prime
20 Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing
21 wage requirements, which is held by the same prime Contractor, so much of the
22 accrued payments or advances as may be considered necessary to pay laborers and
23 mechanics, including apprentices, trainees, and helpers, employed by the Contractor or
24 any subcontractor the full amount of wages required by the contract. In the event of
25 failure to pay any laborer or mechanic, including any apprentice, trainee, or helper,
26 employed or working on the site of the work (or under the United States Housing Act of
27 1937 or under the Housing Act of 1949 in the construction or development of the
28 project), all or part of the wages required by the contract, the State may, after written
29 notice to the Contractor, sponsor, applicant, or owner, take such action as may be
30 necessary to cause the suspension of any further payment, advance, or guarantee of
31 funds until such violations have ceased.

32
33 **3. Payrolls and Basic Records**

34 (i) Payrolls and basic records relating thereto shall be maintained by the Contractor
35 during the course of the work and preserved for a period of three years
36 thereafter for all laborers and mechanics working at the site of the work (or
37 under the United States Housing Act of 1937, or under the Housing Act of 1949,
38 in the construction or development of the project). Such records shall contain
39 the name, address, and social security number of each such worker, his or her
40 correct classification, hourly rates of wages paid (including rates of contributions
41 or costs anticipated for bona fide fringe benefits or cash equivalents thereof of
42 the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and
43 weekly number of hours worked, deductions made and actual wages paid.
44 Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the

1 wages of any laborer or mechanic include the amount of any costs reasonably
2 anticipated in providing benefits under a plan or program described in
3 section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records
4 which show that the commitment to provide such benefits is enforceable, that
5 the plan or program is financially responsible, and that the plan or program has
6 been communicated in writing to the laborers or mechanics affected, and
7 records which show the costs anticipated or the actual cost incurred in providing
8 such benefits. Contractors employing apprentices or trainees under approved
9 programs shall maintain written evidence of the registration of apprenticeship
10 programs and certification of trainee programs, the registration of the
11 apprentices and trainees, and the ratios and wage rates prescribed in the
12 applicable programs.
13

14 (ii)(A) The Contractor shall submit weekly for each week in which any contract work is
15 performed a copy of all payrolls to the State for transmission to the Federal
16 Transit Administration. The payrolls submitted shall set out accurately and
17 completely all of the information required to be maintained under 29 CFR part 5.
18 This information may be submitted in any form desired. Optional Form WH-347
19 is available for this purpose and may be purchased from the Superintendent of
20 Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing
21 Office, Washington, DC 20402. The prime Contractor is responsible for the
22 submission of copies of payrolls by all subcontractors.

23 (B) Each payroll submitted shall be accompanied by a "Statement of Compliance,"
24 signed by the Contractor or subcontractor or his or her agent who pays or
25 supervises the payment of the persons employed under the contract and shall
26 certify the following:
27

28 (1) That the payroll for the payroll period contains the information required
29 to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5
30 and that such information is correct and complete;
31

32 (2) That each laborer or mechanic (including each helper, apprentice, and
33 trainee) employed on the contract during the payroll period has been
34 paid the full weekly wages earned, without rebate, either directly or
35 indirectly, and that no deductions have been made either directly or
36 indirectly from the full wages earned, other than permissible deductions
37 as set forth in Regulations, 29 CFR part 3;
38

39 (3) That each laborer or mechanic has been paid not less than the applicable
40 wage rates and fringe benefits or cash equivalents for the classification of
41 work performed, as specified in the applicable wage determination
42 incorporated into the contract.
43

1 (C) The weekly submission of a properly executed certification set forth on the
2 reverse side of Optional Form WH-347 shall satisfy the requirement for
3 submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B)
4 of this section.

5
6 (D) The falsification of any of the above certifications may subject the Contractor or
7 subcontractor to civil or criminal prosecution under section 1001 of title 18 and
8 section 231 of title 31 of the United States Code.

9
10 (iii) The Contractor or subcontractor shall make the records required under
11 paragraph (a)(3)(i) of this section available for inspection, copying, or
12 transcription by authorized representatives of the Federal Transit Administration
13 or the Department of Labor, and shall permit such representatives to interview
14 employees during working hours on the job. If the Contractor or subcontractor
15 fails to submit the required records or to make them available, the Federal
16 agency may, after written notice to the Contractor, sponsor, applicant, or owner,
17 take such action as may be necessary to cause the suspension of any further
18 payment, advance, or guarantee of funds. Furthermore, failure to submit the
19 required records upon request or to make such records available may be
20 grounds for debarment action pursuant to 29 CFR 5.12.

21 **4. Apprentices and Trainees**

22 (i) Apprentices - Apprentices will be permitted to work at less than the
23 predetermined rate for the work they performed when they are employed
24 pursuant to and individually registered in a bona fide apprenticeship program
25 registered with the U.S. Department of Labor, Employment and Training
26 Administration, Bureau of Apprenticeship and Training, or with a State
27 Apprenticeship Agency recognized by the Bureau, or if a person is employed in
28 his or her first 90 days of probationary employment as an apprentice in such an
29 apprenticeship program, who is not individually registered in the program, but
30 who has been certified by the Bureau of Apprenticeship and Training or a State
31 Apprenticeship Agency (where appropriate) to be eligible for probationary
32 employment as an apprentice. The allowable ratio of apprentices to journeymen
33 on the job site in any craft classification shall not be greater than the ratio
34 permitted to the Contractor as to the entire work force under the registered
35 program. Any worker listed on a payroll at an apprentice wage rate, who is not
36 registered or otherwise employed as stated above, shall be paid not less than the
37 applicable wage rate on the wage determination for the classification of work
38 actually performed. In addition, any apprentice performing work on the job site
39 in excess of the ratio permitted under the registered program shall be paid not
40 less than the applicable wage rate on the wage determination for the work
41 actually performed. Where a Contractor is performing construction on a project
42 in a locality other than that in which its program is registered, the ratios and
43 wage rates (expressed in percentages of the journeyman's hourly rate) specified

1 in the Contractor's or subcontractor's registered program shall be observed.
2 Every apprentice must be paid at not less than the rate specified in the
3 registered program for the apprentice's level of progress, expressed as a
4 percentage of the journeymen hourly rate specified in the applicable wage
5 determination. Apprentices shall be paid fringe benefits in accordance with the
6 provisions of the apprenticeship program. If the apprenticeship program does
7 not specify fringe benefits, apprentices must be paid the full amount of fringe
8 benefits listed on the wage determination for the applicable classification. If the
9 Administrator of the Wage and Hour Division of the U.S. Department of Labor
10 determines that a different practice prevails for the applicable apprentice
11 classification, fringes shall be paid in accordance with that determination. In the
12 event the Bureau of Apprenticeship and Training, or a State Apprenticeship
13 Agency recognized by the Bureau, withdraws approval of an apprenticeship
14 program, the Contractor will no longer be permitted to utilize apprentices at less
15 than the applicable predetermined rate for the work performed until an
16 acceptable program is approved.

- 17
18 (ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to
19 work at less than the predetermined rate for the work performed unless they are
20 employed pursuant to and individually registered in a program which has
21 received prior approval, evidenced by formal certification by the U.S.
22 Department of Labor, Employment and Training Administration. The ratio of
23 trainees to journeymen on the job site shall not be greater than permitted under
24 the plan approved by the Employment and Training Administration. Every
25 trainee must be paid at not less than the rate specified in the approved program
26 for the trainee's level of progress, expressed as a percentage of the journeyman
27 hourly rate specified in the applicable wage determination. Trainees shall be
28 paid fringe benefits in accordance with the provisions of the trainee program. If
29 the trainee program does not mention fringe benefits, trainees shall be paid the
30 full amount of fringe benefits listed on the wage determination unless the
31 Administrator of the Wage and Hour Division determines that there is an
32 apprenticeship program associated with the corresponding journeyman wage
33 rate on the wage determination which provides for less than full fringe benefits
34 for apprentices. Any employee listed on the payroll at a trainee rate who is not
35 registered and participating in a training plan approved by the Employment and
36 Training Administration shall be paid not less than the applicable wage rate on
37 the wage determination for the classification of work actually performed. In
38 addition, any trainee performing work on the job site in excess of the ratio
39 permitted under the registered program shall be paid not less than the
40 applicable wage rate on the wage determination for the work actually
41 performed. In the event the Employment and Training Administration
42 withdraws approval of a training program, the Contractor will no longer be
43 permitted to utilize trainees at less than the applicable predetermined rate for
44 the work performed until an acceptable program is approved.

1
2 (iii) Equal employment opportunity - The utilization of apprentices, trainees and
3 journeymen under this part shall be in conformity with the equal employment
4 opportunity requirements of Executive Order 11246, as amended, and
5 29 CFR part 30.
6

7 **5. Compliance with Copeland Act Requirements**

8 The Contractor shall comply with the requirements of 29 CFR part 3, which are
9 incorporated by reference in this contract.
10

11 **6. Subcontracts**

12 The Contractor or subcontractor shall insert in any subcontracts the clauses contained in
13 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit
14 Administration may by appropriate instructions require, and also a clause requiring the
15 subcontractors to include these clauses in any lower tier subcontracts. The prime
16 Contractor shall be responsible for the compliance by any subcontractor or lower tier
17 subcontractor with all the contract clauses in 29 CFR 5.5.
18

19 **7. Contract Termination; Debarment**

20 A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the
21 contract, and for debarment as a Contractor and a subcontractor as provided in
22 29 CFR 5.12.

23 **8. Compliance with Davis-Bacon and Related Act Requirements**

24 All rulings and interpretations of the Davis-Bacon and Related Acts contained in
25 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
26

27 **9. Disputes Concerning Labor Standards**

28 Disputes arising out of the labor standards provisions of this contract shall not be
29 subject to the general disputes clause of this contract. Such disputes shall be resolved in
30 accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5,
31 6, and 7. Disputes within the meaning of this clause include disputes between the
32 Contractor (or any of its subcontractors) and the State, the U.S. Department of Labor, or
33 the employees or their representatives.
34

35 **10. Certification of Eligibility**

36 (i) By entering into this contract, the Contractor certifies that neither it (nor he or
37 she) nor any person or firm who has an interest in the Contractor's firm is a
38 person or firm ineligible to be awarded Government contracts by virtue of
39 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
40

41 (ii) No part of this contract shall be subcontracted to any person or firm ineligible
42 for award of a Government contract by virtue of section 3(a) of the Davis-Bacon
43 Act or 29 CFR 5.12(a)(1).
44

45 (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code,
46 18 U.S.C. 1001.
47

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

XV.
DISADVANTAGED BUSINESS ENTERPRISES
49 CFR Part 26

The DBE program applies to all DOT-assisted contracting activities.

The Contractor shall comply with the Disadvantaged Business Enterprise (DBE) provisions in the bid/proposal package issued by the State.

XVI.
ADA ACCESS

The ADA Access requirements apply to all Construction contracts.
The ADA Access requirements have unlimited flow down.
This provision is a restatement of the FTA Master Agreement (10/1/2013), Section 13.g.

The Recipient agrees to comply with the following Federal prohibitions against discrimination on the basis of disability:

- (1) Federal laws, including:
 - (a) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
 - (b) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities, but
 - 1. General. Titles I, II, and III of the ADA apply to FTA Recipients, but
 - 2. Indian Tribes. While Titles II and III of the ADA apply to Indian Tribes, Title I of the ADA exempts Indian Tribes from the definition of “employer,”
 - (c) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,

- 1 (d) Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as
2 a prohibited basis for discrimination, and
- 3 (e) Other applicable laws and amendments pertaining to access for seniors or
4 individuals with disabilities,
- 5 (2) Federal regulations, including:
- 6 (a) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities
7 (ADA),” 49 C.F.R. part 37,
- 8 (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs
9 and Activities Receiving or Benefiting from Federal Financial Assistance,”
10 49 C.F.R. part 27,
- 11 (c) U.S. DOT regulations, “Transportation for Individuals with Disabilities: Passenger
12 Vessels,” 49 C.F.R. part 39,
- 13 (d) Joint U.S. Architectural and Transportation Barriers Compliance Board
14 (U.S. ATBCB) and U.S. DOT regulations, “Americans With Disabilities (ADA)
15 Accessibility Specifications for Transportation Vehicles,” 36 C.F.R. part 1192 and
16 49 C.F.R. part 38,
- 17 (e) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability in State and
18 Local Government Services,” 28 C.F.R. part 35,
- 19 (f) U.S. DOJ regulations, “Nondiscrimination on the Basis of Disability by Public
20 Accommodations and in Commercial Facilities,” 28 C.F.R. part 36,
- 21 (g) U.S. EEOC, “Regulations to Implement the Equal Employment Provisions of the
22 Americans with Disabilities Act,” 29 C.F.R. part 1630,
- 23 (h) U.S. Federal Communications Commission regulations, “Telecommunications
24 Relay Services and Related Customer Premises Equipment for Persons with
25 Disabilities,” 47 C.F.R. part 64, Subpart F,
- 26 (i) U.S. ATBCB regulations, “Electronic and Information Technology Accessibility
27 Standards,” 36 C.F.R. part 1194, and
- 28 (j) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R.
29 part 609, and
- 30 (3) Other applicable Federal civil rights and nondiscrimination guidance.
31

6. The Engineer shall withhold the same amount of funds from the Contractor as was withheld if the issue is not resolved by the next progress estimate.
7. Failure by a Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
 - a) Reflected in the Prime Contractor’s Performance Evaluation.
 - b) Withholding of payments until the Contractor or Subcontractor complies
 - c) Cancellation, termination or suspension of the Contract, in whole or in part.
 - d) Sanctions as provided by the Contract, including Section 1-07.11 when applicable; subcontract; or by law under applicable prompt payment statutes including RCW 39.04.250.
8. The Subcontractor shall make a written request to the Contractor for the release of the Subcontractor’s retainage or retainage bond.
9. Within 10 calendar days of the request, the Contractor shall determine if the subcontract has been satisfactorily completed including any required lien releases, documentation and material testing and shall inform the Subcontractor, in writing, of the Contractor’s determination.
10. If the Contractor determines that the subcontract has been satisfactorily completed, the Subcontractor’s retainage or retainage bond shall be released by the Contractor within 10 calendar days from the date of the written notice. If the Contractor determines that the Subcontractor has not achieved satisfactory completion of the subcontract, the Contractor must provide the Subcontractor with written notice, stating specifically why the subcontract Work is not satisfactorily completed and what has to be done to achieve completion. The Contractor shall release the Subcontractor’s retainage or retainage bond within 10 calendar days after the Subcontractor has satisfactorily completed the Work identified in the notice.
12. In determining whether satisfactory completion has been achieved, the Contractor may require the Subcontractor to provide documentation such as certifications and releases, showing that all laborers, lower-tiered Subcontractors, suppliers of material and equipment, and others involved in the Subcontractor’s Work have been paid in full. The Contractor may also require any documentation from the Subcontractor that is required by the subcontract or by the Contract between the Contractor and Contracting Agency or by law such as affidavits of wages paid, material acceptance certifications and releases from applicable governmental agencies to the extent that they relate to the Subcontractor’s Work.
13. If the Contractor fails to comply with the requirements of the Specification and the Subcontractor’s retainage or retainage bond is wrongfully withheld, the Subcontractor may seek recovery against the Contractor under applicable prompt pay statutes in addition to any other remedies provided for by the subcontract or by law.

Conditions

1. This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.
2. This Section of the Contract does not apply to retainage withheld by the Contracting Agency from monies earned by the Contractor. The Contracting Agency shall continue to process the release of that retainage based upon the Completion Date of the project as defined in Section 1-08.5 Time for Completion and in accordance with the requirements and procedures set forth in RCW 60.28.

Payment

The Contractor shall be solely responsible for any additional costs involved in paying retainage to the Subcontractors prior to total project completion. Those costs shall be incidental to the respective Bid items.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

XVIII.

CARGO PREFERENCE

46 U.S.C. 1241

46 CFR Part 381

The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

The Cargo Preference requirements apply to all subcontracts when the subcontract may be involved with the transport of equipment, material or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels - The Contractor agrees: a. to use 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 the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading 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 the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

XIX.

FLY AMERICA

49 U.S.C. 40118

41 CFR Part 301-10

The Fly America requirements apply to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation. Transportation on a foreign air carrier is permissible when provided by a foreign air carrier under a code share agreement when the ticket identifies the U.S. air carrier's designator code and flight number. Transportation by a foreign air carrier is also permissible if there is a bilateral or multilateral air transportation agreement to which the U.S. Government and a foreign government are parties and which the Federal DOT has determined meets the requirements of the Fly America Act.

The Fly America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

XX.
SEISMIC SAFETY REQUIREMENTS

42 U.S.C. 7701 et seq.
49 CFR Part 41

The Seismic Safety requirements apply only to contracts for the construction of new buildings or additions to existing buildings.

The Seismic Safety requirements flow down from FTA recipients and subrecipients to first tier contractors to assure compliance with the applicable building standards for Seismic Safety, including the work performed by all subcontractors.

Seismic Safety - The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

XXI.
RECYCLED PRODUCTS

42 U.S.C. 6962
40 CFR Part 247
Executive Order 12873

The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. New requirements for "recovered materials" will become effective May 1, 1996. These new regulations apply to all procurement actions involving items designated by the EPA, where the procuring agency purchases \$10,000 or more of one of these items in a fiscal year, or when the cost of such items purchased during the previous fiscal year was \$10,000.

Recovered Materials - The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

XXII.

**CONFORMANCE WITH ITS
NATIONAL ARCHITECTURE**

23 U.S.C. 517

The Conformance with ITS National Architecture requirements apply to contracts for Intelligent Transportation System (ITS) projects.

XXIII.

BREACHES AND DISPUTE RESOLUTION

**49 CFR Part 18
FTA Circular 4220.1F**

The Contractor shall comply with the “Disputes and Claims”, “Claims Resolution”, “Termination of Contract” and other applicable Sections of the WSDOT Standard Specifications.

XXIV.

TERMINATION

The Contractor shall comply with the “Termination of Contract” Section of the WSDOT Standard Specifications.

1 XXV.

2 SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

3 Section 42, FTA Master Agreement for
4 agreements authorized by
5 49 U.S.C. chapter 53 and Title 23, U.S.C.

6
7 This provision is a restatement of the FTA Master Agreement (10/1/2013), Section 42.
8

9 To the extent required under Federal law, the State, as the Recipient, agrees to provide the
10 following information about FTA funding for State Programs or Projects:

11 a. Types of Information. The State will provide information including:

12 (1) Identification of FTA as the Federal agency providing the Federal funds for the
13 Program or Project,

14 (2) The Catalog of Federal Domestic Assistance Number of the Program from which
15 the Federal funding for the Program or Project is authorized, and
16

17 (3) The amount of Federal funds FTA has provided for the Program or Project, and
18

19 b. Documents. The State will provide the information required under this provision in the
20 following documents:

21 (1) Requests for proposals,

22 (2) Solicitations,

23 (3) Grant or cooperative agreement applications,

24 (4) Forms,

25 (5) Notifications,

26 (6) Press releases, and

27 (7) Other publications.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

XXVI.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

FTA Circular 4220.1F

<p>The incorporation of FTA terms applies to all contracts. The incorporation of FTA terms has unlimited flow down.</p>

Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

(END)

SECTION 00 73 74

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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.

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and

mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may,

after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or

general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

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

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

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

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

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

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.