Jerome Delvin
District 1
Shon Small
District 2
Will McKay
District 3

Board of County Commissioners

Jerrod MacPherson
County Administrator

Matt Rasmussen
Deputy County Administrator

To view items in detail, click on highlighted areas.

Notice: Meeting provided by Live-Broadcast and Telephonically as follows:

Live-Broadcast @ link below:
https://www.co.benton.wa.us/agendalist.aspx?categoryid=1181

Telephonically by:
Dial: 509 222-2310
Meeting ID: 4961#
Attendee Access Code: 4961#

AGENDA
BOARD OF BENTON COUNTY COMMISSIONERS
Regular Board Meeting
Tuesday, May 4, 2021

9:00 AM **Call to Order**

Pledge of Allegiance

Approval of Minutes
- **April 27, 2021**

Review Agenda
Consent Agenda

Auditor
a. ACAC Committee Appointment
b. Surplus of Personal Property
c. Line Item Transfer – Election Reserve Fund 0111-101

Capital Projects
d. Line Item Transfer – Capital Projects Fund 0305-101

Commissioners
e. Award of Official County Newspaper – Prosser Record Bulletin

Human Services
f. Ratify Community Services Contract w/BF Health District

Juvenile
g. Termination of Contract with H. Villani
Prosecuting Attorney
h. Contract with CBVC – Veterans Forum Program
i. Line Item Transfer – Current Expense Fund 0000-101, Dept. 117
Public Works
j. Franchise Approval – Badger Canyon Water Association
k. Franchise Approval – Agreserves, Inc. dba AgriNorthwest
l. Dallas Road Bike Path Project – Approval of Construction Plans/Permission to Advertise
Purchasing
m. Accepting Work - Stripe Rite 2020 Pavement Marking Project
Superior Court
n. Bi-County IT Interlocal Agreement

Public Comment ~ *for public engagement during Commissioners' meetings, please use the public comments phone line @: Dial: 509 460-4941*

Scheduled Business

Continued Discussion – Reopening County Offices – M. Rasmussen

Other Business

Executive Session

Pending Litigation – R. Hay

MINUTES

BOARD OF BENTON COUNTY COMMISSIONERS

Draft

Regular Board Meeting
Tuesday, April 27, 2021, 9:00 a.m.
Meeting provided by Video Live-Broadcast and Telephonically

Present: Chairman Jerome Delvin
Commissioner Shon Small (via/WebEx)
Commissioner Will McKay (via/WebEx)
County Administrator Jerrod MacPherson
Clerk of the Board Cami McKenzie

Benton County Employees Present During All or a Portion of the Meeting: Deputy County Administrator Matt Rasmussen; Robert Heard, IT Manager; Michelle Cooke, Assistant Planning Manager; Peter McEnderfer, Associate Planner; Cristina Woods, Public Works (via/WebEx); Superior Court Administrator Tiffany Deaton; Robert Blain, Operations & Capital Programs; Lorene Roe, Chief Deputy Auditor.

Pledge of Allegiance

The Board recited the Pledge of Allegiance.

Approval of Minutes

The Minutes of April 20, 2021 were approved.

Review Agenda

The following items were added to the agenda for discussion:

- 1st and 2nd Amendment Resolution
- Security Contract for Voting Center
- Change Order No. 9 with Banlin Construction
- Change Order No. 5 with VK Powell Construction
- Executive Session requested by Commissioner Small to review the performance of a public employee

Consent Agenda

MOTION: Commissioner McKay moved to approve the consent agenda items "a" through "j". Commissioner Small seconded and upon vote, the Board approved the following:

Auditor

a. Changing Precinct Boundaries Within Benton County

Human Resources

b. Agreement w/Fraternal Order of Police, Representing Corrections Lieutenants

Juvenile

c. Purchase of Two Vehicles from Clary Longview; Amending Resolution 2021-211

Planning

d. Short Plat Vacation – SPV 2021-001

Public Works

e. Vacating a Portion of County Right-of-Way Abutting 45th Ave & Setting Public Hearing

Purchasing

f. Ratifying Change Order No. 4 w/VK Powell Construction for Courthouse Upgrades Project
g. Purchase of 107 Pistol Holsters From Proforce Law Enforcement for Sheriff's Office
h. Agreement w/Central Lake Armor Express for Body Armor & Ballistic Protective Products for Corrections & Sheriff's Office
i. First Amended Agreement w/Franklin County for Mutual Use of Jail Facilities
j. Award & Contract of Crushing & Stockpiling to Western Construction

Public Comment

James and Brigetta Queener (via/WebEx) said they were available to answer questions during the public hearing on the short plat vacation.

Public Hearing – Olsen Brothers Ranches, Inc. Franchise Renewal

Cristina Woods (via/WebEx) presented the application for franchise filed by Olsen Brothers Ranches, Inc. to renew a Franchise Order and Agreement for electrical lines, irrigation system and associated facilities.

She said the Public Works Department recommended approval, subject to the six items listed in the report to the Commissioners.

As there was no one present to testify, public testimony was closed.

MOTION: Commissioner McKay moved to approve the Franchise Order and Agreement with Olsen Brothers Ranches Inc., subject to the six items listed in the report to the Commissioners. Commissioner Small seconded and upon vote, the motion carried.

Public Hearing – Kiona Irrigation District Franchise Renewal

Cristina Woods (via/WebEx) presented the application for franchise filed by Kiona Irrigation District for an irrigation water transmission system and associated facilities.

She said the Public Works Department recommended approval, subject to the six items listed in the report to the Commissioners.

As there was no one present to testify, public testimony was closed.

MOTION: Commissioner McKay moved to approve the Franchise Order and Agreement with Kiona Irrigation District, subject to the six items listed in the report to the Commissioners. Commissioner Small seconded and upon vote, the motion carried.

Public Hearing – Short Plat Vacation - SPV 2021-002

Michelle Cooke and Peter McEnderfer, Planning Division, presented the application from James and Brigetta Queener requesting the vacation of approximately 170-feet of the 10-foot irrigation easement as further outlined in the report to the Commissioners. All agencies and nearby property owners were notified, and no objections or concerns were received.

Based on the information received, the Planning Division recommended approval of the proposed vacation.

Testimony

Mr. and Mrs. Queener were available via/WebEx for questions.

As there was no one else present to testify, public testimony was closed.

MOTION: Commissioner McKay moved to approve the vacation of approximately 170-feet of the ten (10) foot irrigation easement running through the southeast corner of Lot 2 of short plat 3000 and Lot 3 of short plat 3614. This motion is conditioned upon the applicant recording a new irrigation easement as legally described in BCCM 1.7, with the Benton County Auditor. The applicant shall provide the Benton County Planning Division with a copy of the recorded document(s), prior to the signing of the resolution by the Board of County Commissioners. The document must be recorded within 1 year of the date of approval by the Benton County Board of Commissioners or this approval will be null and void. Commissioner Small seconded and upon vote, the motion carried.

Interagency Agreement – WA State Administrative Office of the Courts

Tiffany Deaton presented an agreement with the Washington State Administrative Office of the Courts for some funding for reimbursement under the new Uniform Guardianship Act. The reimbursement would cover eight attorneys as the Court appointed them. The PA's office declined to approve as to form because he did not agree with some of the language in the contract. However, the State was not willing to change the language because it was their standard agreement.

MOTION: Commissioner McKay moved to approve the Resolution and the sign Interagency Agreement, #IAA21633, between the Administrative Office of the Courts and Benton County as presented. Commissioner Small seconded and upon vote, the motion carried.

Second Addendum to Metro Interlocal Agreement with Cities and Franklin County

Matt Rasmussen presented the Second Addendum to Metro Interlocal Agreement. Starting in 2018 the grants that traditionally provided most of Metro funding began to dry up resulting in a shortfall in the Metro budget. Benton and Franklin Counties agreed to help cover the shortfall through June of 2019. Since then the Metro program has continued operating while a new agreement was being negotiated. Also, the City of Kennewick received grant funding to pay for Metro and Benton County had not received a bill during that time. However, an agreement was reached to address the funding shortfall through the end of 2024. Benton County and Franklin County agreed to pick up the cost of an administrative position and an additional $50,000 annually to help with training, overtime, and confidential buy funds. The cost was split 75/25 between Benton and Franklin Counties and the total amount would be offset by any grants the Metro program was able to obtain for covering those costs. Additional funding shortfalls beyond the administrative position and confidential buy funds would be split between the six parties as outlined in the agreement. The agreement further stipulated that beyond December 31, 2024 all funding shortfalls would be split between the six parties unless otherwise agreed. The total cost was $141,000 and Benton County's share would be $106,000 from the Public Safety Tax fund and over the term of the agreement, Benton County's share would be $423,000.

MOTION: Commissioner McKay moved to approve the 2nd Addendum to the Interlocal Agreement for Metro and authorize the Chairman of the Board to sign it on behalf of Benton County. Commissioner Small seconded and upon vote, the motion carried.

Benton County Offices – Reopening Discussion

Mr. Rasmussen said they put together a draft reopening plan for the County that was forwarded to Commissioners, elected officials and department managers, with a preliminary date of May 4. However, there was a chance that Benton County would have to roll back to Phase 2 on May 3 so it would be contingent upon that decision.

Additionally, he discussed ongoing construction at the Courthouse and whether the Board would want to pass a resolution to temporarily move the location of the Board meeting (to be held somewhere in the County seat) to allow Facilities to wrap up what was happening in the Courthouse, or to continue remote hybrid board meetings until the Board Room at the Courthouse was complete.

Chairman Delvin said the Governor would announce on May 3 what would happen. He said he would like to get back to Prosser as soon as possible, but felt they could manage it at the Justice Center while Prosser was being completed.

The Board agreed to table the discussion until the May 4 meeting and agreed it wanted to open, when it was appropriate.

Resolution in Support of 1st and 2nd Amendment

Commissioner McKay read into the record the Resolution in support of the 1st and 2nd Amendments.

MOTION: Commissioner Small moved to approve the resolution acknowledging the Constitution of The United States of America and Affirming the Fundamental Rights of Benton County's Citizens to Free Speech and Peaceable Assembly, to Keep and Bear Arms and Maintain Essential Liberties and Freedoms Protected in the Bill of Rights to The U.S. Constitution - First and Second Amendments, as presented. Chairman Delvin seconded and upon vote, the motion carried.

Voting Center Security Contract

Lorene Roe presented a contract with Phoenix Protective Corp. for armed and uniformed security at the Voting Center during the processing and verification of petition signatures for the Sheriff Recall Petition. She said that signature checking would begin on Wednesday, April 28 and due to the high-profile nature of the issue, they wanted to have a security contract in place. The total cost was in the amount of $5,850.00 for two armed security guards. Funding would come from the Election Reserve budget in the Auditor's office and this election was at the County's expense.

Commissioner McKay asked if they typically used security and Ms. Roe said they used it during the General Presidential Election last year. They had a local law enforcement presence during that time and on multiple occasions, it was needed.

MOTION: Commissioner McKay moved to approve the Contract between Phoenix Protective Corp. and Benton County as presented. Commissioner Small seconded and upon vote, the motion carried.

Change Order No. 9 with Banlin Construction

Robert Blain presented Change Order No. 9 with Banlin Construction LLC for the new Administration Building Project in the amount of $18,604.90 plus WSST for additional items as follows: tamper switches, reveals at fire rated walls, hearing room duct work, and windows and power/data on the 3rd floor.

MOTION: Commissioner Small moved to approve the Contract Change Order No. 9 with Banlin Construction, LLC for the new Administration Building Project as presented in the amount of $18,604.90 plus WSST. Commissioner McKay seconded and upon vote, the motion carried.

Change Order No. 5 with V K Powell Construction

Mr. Blain presented a change order with VK Powell Construction for additional terrazzo patchwork scope and a reimbursement for pre-paid casework that was no longer required in the total amount of $6,194.00 plus WSST.

MOTION: Commissioner Small moved to approve the Change Order No. 5 with VK Powell Construction in the amount of $6,194.00 plus WSST as presented. Commissioner McKay seconded and upon vote, the motion carried.

Recovery Center Project

Chairman Delvin said they received word that Benton County would receive the money from the State for the Recovery Center Project. He said he believed the County should try to purchase, remodel, and own the building. He had meetings set up to discuss it further would report back to the Board.

Executive session – Performance of Public Employee

The Board went into executive session at 9:59 a.m. for approximately five minutes to discuss the performance of a public employee. Present were Chairman Delvin, Commissioners McKay and Small, Matt Rasmussen, Jerrod MacPherson, Ryan Brown, and Cami McKenzie. The Board came out at 10:09 a.m. The Chairman announced that no decisions were made in executive session.

Payroll

Check Date: 04/15/2021

Payroll Draw Checks
Total all funds: $123,853.93
Warrants #: 243134-243138
Direct Deposit #: 161581-161737

Payroll Draw Deductions/Transfers
Total all funds: $23,268.24
Taxes #: 101210416

Resolutions

2021-336: Changing Precinct Boundaries Within Benton County
2021-337: Agreement w/Fraternal Order of Police, Representing Corrections Lieutenants
2021-338: Purchase of Two Vehicles from Clary Longview; Amending Resolution 2021-211
2021-339: Approval of Short Plat Vacation – SPV 2021-001
2021-340: Vacating a Portion of County Right-of-Way Abutting 45th Ave & Setting Public Hearing
2021-341: Ratifying Change Order No. 4 w/VK Powell Construction for Courthouse Upgrades Project
2021-342: Purchase of 107 Pistol Holsters From Proforce Law Enforcement for Sheriff's Office
2021-343: Agreement w/Central Lake Armor Express for Body Armor & Ballistic Protective Products for Corrections & Sheriff's Office
2021-344: First Amended Agreement w/Franklin County for Mutual Use of Jail Facilities

2021-345: Award & Contract of Crushing & Stockpiling to Western Construction

2021-346: Interagency Agreement #IAA21633 Between Benton County and Washington State Administrative Office of the Courts

2021-347: Approving the Second Addendum to the Metro Interlocal Agreement

2021-348: Acknowledging the Constitution of the United States of America and Affirming The Fundamental Rights Of Benton County's Citizens – 1st and 2nd Amendments to the U.S. Constitution

2021-349: Approving Contract Between Phoenix Protective Corp. and Benton County Elections

2021-350: Approving Contract Change Order No. 9 With Banlin Construction LLC for the New Administration Building Project

2021-351: Approving Contract Change Order No. 5 2ith V K Powell Construction LLC for the Courthouse Upgrades Project

There being no further business before the Board, the meeting adjourned at approximately 10:09 a.m.

_____ _____

Clerk of the Board Chairman

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 04, 2021
Subject:	Appointment of ACAC Committee Member
Presenter:	Benton County ACAC
Prepared By:	Deidra Beck
Reviewed By:	Brenda Chilton; Lorene Roe

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

Resolution 2017-109 established an Accessible Community Advisory Committee (ACAC). Due to the resignation of one member, there is currently one vacancy on the committee. The resolution provides for appointment to the vacant position, which appointment will serve through the end of the current one-year term.

Fiscal Impact

Amount: **N/A**

Fund: **N/A**

Recommendation

It is requested that the Board pass the resolution appointing the position set forth.

Suggested Motion

Approve as part of consent agenda.

B. Chilton, D. Beck, A. Hatfield

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENT OF CORPORAL DALLAS MURRY TO THE BENTON COUNTY ACCESSIBLE COMMUNITY ADVISORY COMMITTEE (ACAC), IN ACCORDANCE WITH RESOLUTION 2017-109

WHEREAS, the Benton County Accessible Community Advisory Committee (ACAC) was established by the Board of Commissioners on February 7, 2017, by Resolution No. 2017-109; and

WHEREAS, due to a resignation there is one vacancy on the committee; and

WHEREAS, it is the recommendation of the Auditor, that the individual listed below be appointed to the ACAC vacancy for the term as set forth; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby appoints the individual listed, for the identified term, to the Benton County Accessible Community Advisory Committee (ACAC).

Committee Member	Term
Corporal Dallas Murry, BC Corrections	Current-12/31/2021

For a point of affirmation, the following committee members are currently serving:

Amanda Hatfield, Elections Manager	01/01/2021-12/31/2021
Matt Nash, Citizen	09/01/2019-12/31/2021
Matthew A West, Citizen	03/31/2020-12/31/2021
Marc Culbertson, Citizen	01/19/2021-12/31/2021
Kyle Bosley, Citizen	01/01/2021-12/31/2022
Judith Davis, Citizen	01/01/2021-12/31/2022
Gretchen Hormel, Citizen	01/01/2021-12/31/2022
Shyanne Palmus, Commissioners' Office	01/01/2021-12/31/2022
Teresa Payne, Citizen	01/01/2021-12/31/2022

Dated this _____day of _____, 2021.

_____

Chairman of the Board

_____

Member

_____

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____

Clerk of the Board

B. Chilton, D. Beck, A. Hatfield

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 04, 2021
Subject:	Declaration of Surplus Property
Presenter:	Personal Property Manager/Benton County Auditor
Prepared By:	Deidra Beck
Reviewed By:	Lorene Roe

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

As outlined in Resolution 07-752, County departments request personal property items be declared surplus and be disposed of.

Fiscal Impact

Amount: **None**

Fund: **N/A**

Recommendation

The Personal Property Manager has determined that the personal property on the attached exhibit can be declared surplus and disposed of accordingly.

Suggested Motion

Approve as part of the consent agenda.

D. Beck
L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON

IN THE MATTER OF SURPLUS AND DISPOSITION OF PERSONAL PROPERTY, IN ACCORDANCE WITH RESOLUTION 07-752

WHEREAS, the County's Personal Property Management Policy, Resolution No. 07-752, sets forth the policies and procedures for surplus and disposition of personal property; and

WHEREAS, pursuant to the policy, the Benton County Auditor is the Personal Property Manager for the County; and

WHEREAS, various departments have identified items of personal property for which they are no longer in need; and

WHEREAS, the Personal Property Manager has determined that no other department desires such property and, therefore, recommends the listed property be declared surplus; and

WHEREAS, the Board finds it to be in the best interest of the citizens of Benton County to surplus the property and the Personal Property Manager may dispose of such in accordance with the Personal Property Management Policy; **NOW, THEREFORE,**

BE IT RESOLVED, that based on the recommendation of the Personal Property Manager and as supported by the various departments, the listed property in Attachment A is hereby determined to be surplus and will be disposed of in one of the following manners, as may be determined by the Personal Property Manager depending on final condition assessment: public online auction, sealed bid, private negotiation with another governmental agency, surplus sale, waste disposal, or recycled.

Dated this _____day of _____, 2021.

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: _____

Clerk of the Board

D. Beck
L. Roe

SURPLUS

COMMISSIONERS

- (1) Projector Screen
- (3) Filing Cabinets

ER&R

- 1995 Ford Taurus
  Plate 31160C
  VEH# 42-36
  VIN# 1FALP52UXSG242025

- 2011 Ford Crown Vic
  Plate 95800C
  VEH# S11-10
  VIN# 2FABP7BV7BX138117

- 2013 Ford Taurus
  Plate A2861C
  VEH# S13-03
  VIN# 1FAHP2MT5DG213494

- 2000 Sterling Truck
  Plate 54209C
  VEH# 461
  VIN# 2FZNEDYB9YAG55493

- 2009 Chevrolet 3500 Express Stabiltrak Van
  Plate 90886C
  VEH# C09-13
  VIN# 1GAHG35K891165384

D. Beck
L. Roe

- (3) Broom Brushes
  Tag # N/A

- 33 gals. Mercon V ATF
  Tag # N/A

- 22 gals. Dexron ATF
  Tag # N/A

- (3) Set of 3 Ford Interceptor Utility Back Seats
  Tag # N/A

D. Beck
L. Roe

DESTROY

CORONERS

- (7) Stacking Chairs; #027061, #02991, #02689, #03083, #02999, #02694, #03080
- Cloth Office Chair #05014
- (1) Typewriter Table #00231
- (1) Work Table #05204

IT

- (1) Dell P2714H 27” Monitor
  Tag # 20373
- (1) Dell P2219H Monitor
  Tag # 23883
- (1) HP LI M203DW Printer
  Tag # 23227
- (1) HP LI Pro 400 M401n Printer
  Tag # 19411
- (1) FI-7160 Scanner
  Tag # 22751
- (2) Surface Book Laptops
  Tag # 22620, 21042

D. Beck
L. Roe

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN ELECTION RESERVE FUND NUMBER 0111101 DEPT. 000

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: B. Chilton; Auditor; File

CHILTON

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: | Dept Nbr: 000

Fund Name: Election Reserve | Fund Nbr: 0111101

TRANSFER FROM: **Dept.** | TRANSFER TO: **Dept.**

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
514.401	3101	Supplies	$10,300	514.401	3508	Computer Replacement	$10,300
TOTAL			$10,300	TOTAL			$10,300

Explanation:

Money moved from 3101 to 3508 will be used to purchase (3) Meraki wireless access points with accompanying radios for the Voting Center. These access points are essential to providing County network services to the Voting Center.

Prepared by: Lorene Roe | Date: 4/20/21

Approved ❑ | Denied ❑ | Date: _____

_____
Chairman

_____
Member

_____
Member

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CAPITAL PROJECTS FUND NUMBER 0305101, DEPARTMENT NUMBER 000.

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto.

Dated this _____ **day of** _____, **20**_____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commssioners of Benton County, Washington

Attest: _____
Clerk of the Board

cc: Dept., Auditor A Oropeza

BENTON COUNTY LINE ITEM TRANSFER

EXHIBIT "A"

Dept Name: | Dept Nbr: 000

Fund Name: Capital Projects | Fund Nbr: 0305101

TRANSFER FROM: | TRANSFER TO:

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
594.200	4103	Professional Services	$3,000	518.400	3508	Computer Replacement	$3,000
TOTAL			$3,000	TOTAL			$3,000

Explanation:

New computer setup for Budget and Finance Analyst

Prepared by: Aimee Oropeza | Date: 23-Apr-2021

Approved ❑ Denied ❑ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 4, 2021
Subject:	Award of Contract for Official County Newspaper
Presenter:	N/A
Prepared By:	Cami McKenzie
Reviewed By:	Matt Rasmussen

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
	☐ Sign Letter/Document	☐ Execute Contract

Summary / Background Information

Each year the County must receive bids for selection of the Official County Newspaper, to be opened at the first Board meeting in April. A contract runs from July 1 to June 30 of each year.

On April 6, 2021, the Board received and opened the following bids:

Tri-City Herald:	Mon-Fri	Sat-Sun
Column-inch rate, first insertion, including online:	$22.82	$23.41
Column-inch rate, additional insertions:	$20.50	$20.97

Prosser Record Bulletin:	Weekly (Wednesday)
Column-inch rate, first insertion:	$18.00
Column-inch rate, subsequent insertion:	$26.00 (additional insertions: $8.00)

The bids were evaluated based on the number of advertisements that occurred in the 2018-2019 period. Based on expected usage the Prosser Record Bulletin is determined to be the best value for the County.

Fiscal Impact

Amount: $150,000; Fund: Various

The County expends approximately $150,000 on advertisement costs over the one-year contract period for all County Departments.

Recommendation

Staff recommends that the Board award the annual contract for the official county newspaper for the July 1, 2021 to June 30, 2022 period to the Prosser Record Bulletin. Once the bid is awarded, contract negotiations will begin.

Suggested Motion

Approve as part of the consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF AWARDING THE CONTRACT FOR THE OFFICIAL COUNTY NEWSPAPER FOR THE PERIOD JULY 1, 2021 THROUGH JUNE 30, 2022 TO VALLEY PUBLISHING COMPANY DBA PROSSER RECORD BULLETIN

WHEREAS, pursuant to RCW 36.72.075 the County is required to solicit services for the official county newspaper on an annual basis; and

WHEREAS, the notice of bid call for the official newspaper was advertised in the current legal newspaper, the Prosser Record Bulletin, on Wednesday, February 24, 2021 and was further advertised as required by law; and

WHEREAS, proposals for newspaper services were received and opened at the first meeting of the Board of County Commissioners on April 6, 2021; and

WHEREAS, two proposals were received as follows and were evaluated to determine the best value for the County:

Prosser Record Bulletin:	Weekly (Wednesday)	
Column-inch rate, first insertion:	$18.00	
Column-inch rate, subsequent insertion:	$26.00 (additional insertions: $8.00)	
Tri-City Herald:	Mon-Fri	Sat-Sun
Column-inch rate, first insertion, including online:	$22.82	$23.41
Column-inch rate, additional insertions:	$20.50	$20.97

WHEREAS, the Prosser Record Bulletin has been determined to be the best value for Benton County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Benton County Commissioners that the contract for the official county newspaper for the period July 1, 2021 through June 31, 2022 be awarded to the Prosser Record Bulletin; and

BE IT FURTHER RESOLVED staff is hereby directed to negotiate a contract for said services at the prices listed in the submitted proposal for approval by the Board at a later date.

Dated this 4th day of May 2021.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

C. McKenzie

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 4, 2021
Subject:	Ratify Community Services Contract with Benton-Franklin Health District
Presenter:	
Prepared By:	Mari Clark, DHS Contract Manager
Reviewed By:	Kyle Sullivan, DHS Manager

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Benton-Franklin Health District would like to contract with Department of Human Services to have a Quarantine and Isolation program for those who need a safe place for community members to quarantine who are affected by COVID-19. Benton County Department of Human Services will run the program and assist referrals from the Health District.

There was a delay in ratifying when a date error was found and it needed to be corrected.

Fiscal Impact

Amount: $300,000.00

Fund: Fund: There is no impact on the current expense budget. All revenues and expenditures are from the Fund 0154-101 Homeless Housing Budget for a grant amount of $300,000.00.

Recommendation

- Sign the Resolution ratifying the Community Services Contract with Benton-Franklin Health District.

Suggested Motion

Approve on Consent Agenda.

RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON;

RE: IN THE MATTER OF RATIFYING COMMUNITY SERVICES CONTRACT TO PROVIDE QUARANTINE AND ISOLATION SERVICES BETWEEN THE BENTON COUNTY DEPARTMENT OF HUMAN SERVICES AND BENTON-FRANKLIN HEALTH DISTRICT.

WHEREAS, the Benton-Franklin Health District would like to enter into an Agreement with Benton County Human Services to manage the required quarantine and isolation program for those impacted by COVID-19 who need a safe place to quarantine/isolate; and

WHEREAS, on March 17, 2020 the Board of Benton County commissioners declared an emergency in response to the COVID-19 outbreak (Resolution 2020-258) and authorized Departments to enter into contracts and incur obligations in order to combat the emergency; and

WHEREAS, in order to meet required deadlines to fund emergency services, the County Administrator executed the above agreement on March 16, 2021 under authority granted in Resolution 2020-258; and

WHEREAS, the Board should ratify the decision of the County Administrator as their own; **NOW, THEREFORE,**

BE IT RESOLVED, that the Board of County Commissioners hereby approves and ratifies the Community Services Contract, between Benton-Franklin Health District and Benton County Department of Human Services as executed by the Benton County Administrator on March 16, 2021 for a total amount of $300,000.00; and

BE IT FURTHER RESOLVED, the term of the attached contract commences on March 1, 2021 and ends on December 30, 2021.

Dated this ..... day of . . . . . ., 2021

_____
Chair

Attest: _____
Clerk of the Board

_____
Member

_____
Member
Constituting the Board of County Commissioners,
Benton County, Washington

COMMUNITY SERVICES CONTRACT
Between
BENTON-FRANKLIN HEALTH DISTIRCT
And
BENTON COUNTY HUMAN SERVICES

This Community Services Contract, hereinafter referred to as the Contract, by and between **Benton-Franklin Health District (BFHD)** and the **Benton County Human Services (Contractor)**, and collectively known as the "Parties" is being executed for the purpose of providing an emergency response to the Covid-19 pandemic by providing Isolation and Quarantine site and related services as a counter measure against the pandemic.

EFFECTIVE DATE: MARCH 1, 2021 – DECEMBER 30, 2021

Benton-Franklin Health District **7102 W. Okanogan Place** **Kennewick, WA 99336**		**Phone: (509) 460-4200** **Fax: (509) 460-4590**		
Title/Responsibility	**Contact Name**	**Phone**	**Fax**	**Email**
Administrator/Signature Authority	Jason Zaccaria	509-460-4567	509-460-4590	Jasonz@bfhd.wa.gov
Contracts Manager	Bonnie Hall	509-460-4553	509-460-4590	Bonnieh@bfhd.wa.gov
EOC Incident Commander	Rick Dawson	509-539-1791	509-460-4515	Rickd@bfhd.wa.gov
EOC Incident Commander	Carla Prock	509-539-0874	509-460-4515	Carlap@bfhd.wa.gov
Accountant – Accounts Payable	Kyle Phillips	509-460-4580	509-460-4590	Kylep@bfhd.wa.gov

Contractor Contacts

Benton County Human Services **7102 W. Okanogan Pl. Suite 201** **Kennewick, WA 99336**		**Phone: (509) 783-5284** **Fax: (509) 783-5981**	
Title/Responsibility	**Contact Name**	**Phone**	**Email**
Human Resources Manager-Signature Authority	Kyle Sullivan	509-737-3909	Kyle.sullivan@co.benton.wa.us
Contract Coordinator- Primary Contact	Mari Clark	509-737-3902 (509) 572-0184 Cell	Mari.clark@co.benton.wa.us
Financial Manager	Tammy Mceirnan	509-737-3914	Tammy.mckeirnan.co.benton.wa.us

Whereas, the aforementioned Parties desire to enter into this agreement in which they intend to work together towards the goals and objectives set forth;

And Whereas, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree shall be necessary to complete this partnership;

PURPOSE

The relationship under this agreement has been established in the spirit of collaboration to provide Isolation and Quarantine services to Covid-19 positive citizens of Benton and Franklin counties for the purpose of protecting the health of the public.

INDEPENDENT CONTRACTOR

The parties intend that an independent Contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the District. The Contractor, employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the District by reason hereof, nor will the Contractor, his or her employees, or agent make any claim to right, privilege or benefit that would accrue to such officer or employee.

RESPONSIBILITIES OF THE PARTIES

The specific roles and responsibilities of each party are identified below as a starting point. it is recognized that the scope of work related to this agreement is a response effort to the Covid-19 pandemic and therefore a fluid situation. It is anticipated that the needs for the response effort could evolve or change rapidly and therefore each party is committed to working collaboratively to fulfill the joint mission. As the need may arise, specific details of support to be furnished by each of the participants may be developed by amendment to this Contract or separately from this agreement in a specific, mutually acceptable manner subject to the availability of funds and resources. It is the desire and wish of the Parties that this agreement allow the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance through means of the following individual services:

BENTON-FRANKLIN HEALTH DISTRICT shall provide the following services:

- Provide referrals to BCHS for individuals needing to utilize the Isolation and Quarantine facilities including duration of Isolation and Quarantine period in accordance with CDC guidance.
- Maintain 24 hour availability for emergencies
- Provide funding up to the contract maximum identified herein to support adequate isolation and quarantine facilities for the duration of this contract.

BENTON COUNTY HUMAN SERVICES shall provide the following services:

- Maintain an agreement with an appropriate facility to provide space for isolation and quarantine for citizens affected by COVID-19 that are unable to effectively comply with Isolation and/or quarantine requirements due to their living situation.
- Maintain the ability to provide wrap-around services for those persons occupying the isolation and quarantine facility, including daily meal service, transportation, and follow up with those occupying the facility.
- Provide weekly reporting of occupancy at the designated Isolation and Quarantine facility.
- Provide financial activity reports detailing expenditures for which reimbursement is requested
- Maintain additional financial backup documentation such as payroll and general ledgers to be available upon request
- Provide other reporting as requested
- Monthly invoices submitted to BFHD as outlined herein

TERM OF CONTRACT

The term of this Contract shall start on **March 1, 2021** and be in effect until **December 30, 2021** unless extended or terminated by written mutual agreement of both Parties.

AUDIT REQUIREMENT

A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CF R 200.501. If a single or program-specific audit is conducted for the funding of this agreement, Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.

FUNDING

The Source of funding for this contract comes from the BITV COVID Ed LHJ Allocation-Cares funds (CFDA #: 21.019). BARS Revenue Code: 333.21.01. This funding has specific terms and conditions that must be met and are outlined in the Coronavirus Relief Fund Guidance as published in the Federal Register on January 15, 2021 (https://home.treasury.gov/system/files/136/CRF-Guidance-Federal-Register_2021-00827.pdf). Contractor must meet and maintain compliance with these requirements.

COMPENSATION AND METHOD OF PAYMENT

The maximum consideration for this contract is **$ 300,000.00**. BFHD will reimburse Contractor for satisfactory completion of the services and requirements specified in this Contract, payable upon receipt and approval of a signed invoice of actual allowable costs based on monthly invoices submitted by Benton County Human Services. Invoices shall be submitted by the **20th** of the following month by email, fax or mail to the BFHD Accountant and Contracts Manager listed on page one of this agreement.

Monthly invoices shall include agency name, employee name, dates, hours worked and any other documentation to assist BFHD with validation of invoices to reimburse Human Services for operational labor support. Contractor to retain financial backup documentation such as payroll and general ledger records, and sub-Contractor records and provide upon request.

Final Invoice are due within 20 days of the end of the Contract. If final invoices and reports are not submitted within 20 days of the close of the Contract, the Health District will be relieved of all liability for payment to Contractor for the amounts set forth in said invoice or any subsequent invoice. In-kind services are not reimbursable expenses under this agreement.

ALLOWABLE COSTS

All expenditures incurred and reimbursements made for performance under this contract shall be based on actual allowable costs. Costs can include direct labor, direct material, and other direct costs specific to the performance of activities or achievement of deliverables under this contract. *Indirect costs are not allowable*. DOH has defined and approves the scope of work/service/products purchased with this funding to include:

- Provision of goods and/or services within normal business operations
- Provision of similar goods and/or services to many different customers
- Provision of goods and/or services that assist individuals/households in home isolation/quarantine

DEBARMENT AND SUSPENSION CERTIFICATON

This Contract is federally funded. Entities that are debarred, suspended, or proposed for debarment by the US Government are excluded from receiving federal funds. The following acts by individuals or entities may result in permissive exclusions. This list is not all-inclusive. For a complete list refer to section 1128A (b) of the Social Security Act:

a. License revocation or suspension
b. Fraud, kickbacks or other prohibited activities
c. Entities controlled by a sanctioned individual
d. Making false statements or misrepresentation of material

- **Background checks:** Contractor will ensure that all staff working in activities funded by this Contract have passed a Washington State Patrol background check upon hire and retain proof of such to be made available to District upon request.
- **System for Award Management (SAM) site registration:** Contractor shall acquire a Statewide Payee Number by registering at www.sam.gov .
- **DUNS number:** To comply with the Federal Funding Accountability and Transparency Act and be eligible to perform the activities in this Statement of Work, Contractor agrees to register for and provide the District with its DUNS number.

The Contractor, by signature of this agreement certifies that Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to notify the District immediately by providing written notice if Contractor becomes debarred during the term of this agreement.

INTERNAL CONTROLS AND ACCOUNTING SYSTEM

The Contractor shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles in accordance with the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB) or both as applicable to the Contractors form of incorporation.

ETHICS CERTIFICAITON

Contractor certifies that they are now and shall remain, in compliance under Chapter 42.52RCW, Ethics in Public Service, throughout the term of this Contract.

DATA USE, OWNERSHIP AND DISCLOSURE

Information provided to BFHD by Contractor will be used for all necessary public health efforts as outlined in WAC 246-101. This could include sharing of Protected Health Information (PHI) as provided for by law for the purpose of protecting the health of the public as well as congregate data for public disclosures including publishing case counts. Any data, records or files taken off site in the course of Contractor personnel activities are to be returned to BFHD upon completion of task or upon termination of volunteer tenure with BFHD, whichever event occurs first.

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

MAINTENANCE OF RECORDS/EVALUATIONS AND INSPECTIONS

The Contractor will maintain accounts and records, including personnel, property, financial, contracts and other such records as deemed necessary to ensure proper accounting for all contract related expenditures billed against this contract.

Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statues, included but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.

HIPAA AND HITECH COMPLIANCE

To the extent applicable to this Agreement, Contractor agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and

164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". Contractor agrees not to use or disclose any Protected Health Information (PHI) (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Contractor will and will cause their personnel to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

CORRECTIVE ACTION

If BFHD determines that a breach of Contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract, or the Contractor has failed to provide in any manner the work or services agreed to herein, and if BFHD deems said breach to warrant corrective action, the following sequential procedure will apply:

a. BFHD will notify the Contractor in writing of the nature of the breach;

   The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless BFHD specifies in writing and extension of time.

b. BFHD will notify the Contractor in writing of their determination as to the sufficiency of the Contractor's corrective action plan.

c. If the Contractor does not respond within the appropriate time with a corrective action plan, the Contractor's corrective action plan will be determined by BFHD to be insufficient, and the Health District may commence termination or suspension of this Contract as provided for herein.

d. In addition, BFHD may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until BFHD is satisfied that corrective action has been taken or completed.

DISPUTE RESOLUTION

The parties shall use their best efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this contract while attempting to resolve the dispute.

HOLD HARMLESS AND INDEMNIFICATION

a. In providing services under this contract, the Contractor is an Independent Contractor, and neither it nor its officers, agents, or employees are employees of BFHD for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a BFHD employee under state or local law.

   BFHD assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless BFHD, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or suppliers in connection with or support of the performance of this Contract.

b. The Contractor further agrees that it is financially responsible for and will repay BFHD all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure,

for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay BFHD shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Terms and Termination section.

c. The Contractor shall protect, defend, indemnify and save harmless BFHD, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, and of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects BFHD only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event BFHD incurs any judgement, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

d. BFHD shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgements, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of BFHD, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Contract. BFHD agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, BFHD, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgement, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from BFHD.

e. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

f. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of this Contract the following insurance coverage:

General Liability Coverage

General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and Contractual liability, with the following minimum limits: Each Occurrence- $1,000,000; General Aggregate - $2,000,000. The policy shall include liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured Contract.

Business Auto Liability Insurance (BAL)

The Contractor shall maintain a Business Automobile Policy on all vehicles used in the performance of work under this Contract, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: $1,000,000 per accident combined single limit.

Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - $1,000,000; Aggregate - $2,000,000.

Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and Regulations under Title 51 RCW by the Contractor or its employees under such laws and Regulations.

Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

Evidence of Coverage

The Contractor shall submit to District documentation evidencing the insurance requirements of the Contractor before commencement of the work.

LIMITATION OF LIABILITY

BFHD and its local partners, including Benton County Human Services, are working together to provide Isolation and Quarantine measures for COVID-19 positive clients as a counter measure against the Covid-19 pandemic and is therefore covered under the PREP Act which provides immunity to covered persons for certain activities as defined in the PREP Act and delineated in the PREP ACT declaration issued by the Secretary of Health and Human Services.

ASSIGNMENT/SUBCONTRACT

Contractor may not assign or transfer any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder without the prior written consent of the District. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, or will such assignment affect any remedies available to the District that may arise from any breach of the provisions of this Contract.
Contractor agrees to include the following language verbatim in every subcontract for services which relate to the scope of work in this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless Benton-Franklin Health District (BFHD), its officers, employees and agents from any and all costs, claims, judgements, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract.
Subcontractor expressly agrees and understands that BFHD is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph".

NONDISCRIMINATION

Contractor shall not discriminate against anyone in providing services under this Agreement on the grounds of race, color, sexual orientation, gender identity, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans' status, or the present of any sensory, mental or physical disability.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this Contract in accordance with the provisions of the law and regulations that govern their activities. Nothing in the agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The Parties assume full responsibility for their performance under the terms of this Contract.
If at any time either party is unable to perform their duties or responsibilities under this Contract consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

CHANGES OR MODIFICATIONS

The District may, at any time, by written notification to Contractor, make changes within the general scope of the services to be performed under this Agreement. Both parties shall execute a Contract amendment reflecting such change and an equitable adjustment of cost, period of performance or both will be made if required by the changes.

CONTRACT SUSPENSION

- **For Investigation:** In the event Contractor or any of its partners, employees, officers is investigated by a local, county, state or federal agency for a matter which the District feels may adversely affect the delivery of services under this Contract, the District may, without notice suspend the delivery of services or disallow the person(s) involved in the allegation from providing services pending final resolution of the investigation.
- **For Suspension of Funding and work:** Because the District receives both state and federal funds occasionally the District's funding source may enact a Contract suspension due to sequestration, loss of budget appropriation, or other causes. When this occurs, the District may exercise its right to suspend this Contract until the District's funding has resumed and approval to continue work has been received. At that time, the District will notify the Contractor that they may resume work. All notice to suspend or reinstate work will be in writing. Any expenses incurred during the suspension of this Contract may not be reimbursed later unless it is specifically approved at the time the Contract is reinstated.

TERMINATION OF AGREEMENT

- **For Convenience:** This Contract may be terminated by either party for convenience with 14 days written notice. If this Contract is so terminated, the parties are only liable for performance rendered or costs incurred in accordance with this Contract prior to the effective date of termination.
- **By Mutual Agreement:** This Contract may be terminated at any time by mutual agreement of both parties.
- **Termination for Default:** In the event the District determines the Contractor has failed to comply with the terms and conditions of this Contract, the District has the right to suspend or terminate this Contract. District shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within ten (10) Business Days, this Contract may be terminated. District reserves the right to suspend all or part of this Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the District to terminate this Contract.

- **For Non-Allocation of Funds:** The District's ability to make payments is contingent on the availability of its various funding sources. In the event funding from state, federal, or other funding sources is withdrawn, reduced, limited or suspended during the course of this Contract, the District at its sole discretion may elect to terminate this agreement in whole or in part or to renegotiate this Contract subject to new funding limitations or conditions.

GOVERNING LAW
This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

SEVERABILITY
If any term or condition of this Contract is held invalid by any court, the reminder of this Contract remains valid and in full force and effect.

ENTIRE AGREEMENT
This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties.

AMENDMENTS
Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

NOTICE
Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person, by email, or certified mail, return receipt requested to Contracts Manager with a copy to the District Administrator at the addresses set forth on page one (1) of this Contract.

AUTHORIZATION AND EXECUTION
By signature of this agreement, both parties agree to adhere to the terms and conditions set forth herein.

BENTON-FRANKLIN HEALTH DISTRICT		**BENTON COUNTY HUMAN SERVICES**	
Jason Zaccaria – Administrator	Date	Kyle Sullivan – Manager	3/10/21 Date

Grant Number: Community Services

Benton-Franklin Health District for Isolation and Quarantine Services due to COVID-19

By their signatures below, the parties agree to the terms and conditions of this Amendment and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Amendment shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized to sign this Amendment.

For Benton County:

Per Resolution 2020-258

Chair

3/16/2021

Date

Attest:

Clerk of the Board

Approved as to form:	**Approved as to form:**	
Dept. of Human Services	Benton Co Prosecutor's Office	

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	FC 4/20/21 BC 5/4/21
Subject:	Termination of Personal Services Contract with Heather Villani
Presenter:	N/A
Prepared By:	Rosa Garcia
Reviewed By:	Darryl Banks
PA Review, Approval to Form:	☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** (Multiple boxes can be checked, if necessary)	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Attached for boards review and approval is the Notice of Termination of Personal Services Contract between Heather Villani and Benton-Franklin Counties Juvenile Justice Center for attorney representation of persons in all BECCA cases/matters.

In accordance with Section 8(a) of the Contract the Benton-Franklin Counties Juvenile Justice Center, in mutual agreement with Heather Villani, have elected to terminate the Contract on April 30, 2021.

Fiscal Impact

The Contract is being terminated in which no fiscal impact is present.

Recommendation

We recommend that the Boards of Commissioners of Benton County and Franklin County approve and sign the Notice of Termination of Personal Services Contract between Heather Villani and Benton-Franklin Counties Juvenile Justice Center as written.

Suggested Motion

Approve as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. _____

BEFORE THE BOARDS OF THE COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON;

IN THE MATTER OF AUTHORIZING THE CHAIR OF THE BOARD OF BENTON AND FRANKLIN COUNTY COMMISSIONERS TO SIGN THE ATTACHED TERMINATION LETTER FOR THE PERSONAL SERVICES CONTRACT WITH HEATHER VILLANI

WHEREAS, by Benton County Resolution 2020-578 and by Franklin County Resolution 2020-164 signed on August 25, 2020 and August 11, 2020 respectively, Benton Franklin Counties Juvenile Justice Center entered into a Contract with Heather Villani for attorney representation of persons in all BECCA cases/matters; and

WHEREAS, per Section 8(a) of the contract, Benton Franklin Counties Juvenile Justice Center at its sole discretion may terminate any time when it is in the best interest of Benton Franklin Counties Juvenile Justice Center; and

WHEREAS, the Administrator recommends the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners sign the attached letter to terminate the contract between Benton Franklin Counties Juvenile Justice Center and Heather Villani; **NOW, THEREFORE**

BE IT RESOLVED, that the Chair of the Board of Benton County Commissioners and the Chair of the Board of Franklin County Commissioners are hereby authorized to sign the attached letter to Heather Villani to terminate the contract between Benton Franklin Counties Juvenile Justice Center and Heather Villani; and

BE IT FURTHER RESOLVED, said contract shall terminate on April 30, 2021.

DATED this _____ day of _____ 2021
BENTON COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Benton County, Washington

Attest:

_____
Clerk of the Board

DATED this _____ day of _____ 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

_____
Chair of the Board

_____
Chair Pro Tem

_____
Member

Constituting the Board of
County Commissioners,
Franklin County, Washington

Attest:

_____
Clerk of the Board

Originals (2): 1-BC Commissioners, 1-FC Commissioners; Electronic (2): 1-Heather Villani, 1-Juvenile

R. Garcia

Benton County Commissioners

Jerome Delvin, Chair
Shon Small, Chair Pro Tem
Will McKay, Member
(509) 786-5600
(509) 736-3080 (toll free from Tri-Cities)

BENTON AND FRANKLIN COUNTIES

Franklin County Commissioners

Clint Didier, Chair
Rocky Mullen, Chair Pro Tem
Brad Peck, Member
(509) 545-3535

April 6, 2021

Heather Villani
Attn: Heather Villani
1030 N. Center Parkway
Kennewick, WA 99336

Re: Notice of Termination of Personal Services Contract Between Heather Villani and Benton Franklin Counties Juvenile Justice Center

Dear Heather Villani:

The Boards of County Commissioners for Benton County and Franklin County have determined it to be in the best interest of both Counties to terminate the above referenced Personal Services Contract. This is a notice by Benton County and Franklin County regarding the termination of the Personal Services Contract signed by you on July 22, 2020 and by the Board of Benton County Commissioners, Resolution No. 2020-578, and the Board of Franklin County Commissioners, Resolution No. 2020-164, on August 25, 2020 and August 11, 2020 respectively. The above referenced Personal Services Contract is hereby terminated effective on April 30, 2021, pursuant to Section 8(a) of the Personal Services Contract.

Dated this ____ day of _____, 2021

Benton County Board of Commissioners

_____
Chair of the Board

Attest:

_____
Clerk of the Board

Dated this ____ day of _____, 2021

Franklin County Board of Commissioners

_____
Chair of the Board

Attest:

_____
Clerk of the Board

Rosa Garcia

From: Heather Villani <heather.villani@hotmail.com>
Sent: Tuesday, April 06, 2021 12:19 PM
To: Rosa Garcia
Subject: [EXTERNAL] Re: Insurance COI Resolution BC 2020-578

EXTERNAL EMAIL WARNING!!!: This email originated from outside of Benton County. DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Hey Rosa,

I have actually terminated all juvenile contract services within Benton and Franklin counties. Actually all contracts over there. I moved to the western side of the state for a position over here. Thanks!

Heather Villani
Attorney at Law
1030 N. Center Pkwy
Kennewick, WA 99336
Office Phone: (509) 405-5388
Fax: (509) 222-2223

The information contained in this electronic communication is personal, privileged and/or confidential information intended only for the use of the individual(s) or entity(ies) to which it has been addressed. If you read this communication and are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication, other than delivery to the intended recipient is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail. Thank you.

From: Rosa Garcia <Rosa.Garcia@co.benton.wa.us>
Sent: Tuesday, April 6, 2021 1:52 PM
To: heather.villani@hotmail.com <heather.villani@hotmail.com>
Subject: Insurance COI Resolution BC 2020-578

Please note the requirements of section 8 of the above-referenced agreement.

The certificate of insurance on file shows an expiration date of:

- Professional expires 3/4/21
- Commercial with Additional Endorsement expires 3/5/21
- Auto expires 5/14/21

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 4, 2021
Subject:	Approve Personal Service Agreement between Benton County and CBVC, dba Columbia Basin Veterans Center
Presenter:	N/A
Prepared By:	Ginny Baddley
Reviewed By:	Ryan Lukson

Type of Agenda Item:	**Type of Action Needed:**	
☒ Consent Agenda	☐ Discussion Only (1st)	☐ Pass Motion
☐ Public Hearing	☐ Discussion Only (2nd)	☒ Pass Resolution
☐ Scheduled Business	☐ Decision/Direction	☐ Pass Ordinance

Summary / Background Information

Benton County entered into a personal service agreement with CBVC (dba Columbia Basin Veterans Center) for the Columbia Basin Veterans Forum program under the Public Safety Tax and included funding in the amount of $99,498.00 under Resolution 2019-236 dated March 19, 2019. This contract was subsequently amended twice, first to amend the start date to February 1, 2019, Resolution 2019-285, and a second time to correct the expiration date, Resolution 2019-334. This contract ran from February 1, 2019 through December 31, 2020.

The Veterans Forum provides a means to successfully restore and reintegrate veterans by supplementing the traditional criminal justice system by using veteran mentors and veterans' services and benefits to address medical and emotional needs, restore self-respect, and provide veterans with tools to lead a productive and law -abiding life.

This contract expired on December 31, 2020 and Benton County would like to enter into another personal service contract agreement with CBVC (dba Columbia Basin Veterans Center) for the period January 1, 2021 through December 31, 2022 and request funding in the amount of $99,498.00.

Fiscal Impact

Amount: $99,498.00

Fund: Public Safety Tax Fund 0148-101 for the 2021-2022 biennium. No fiscal impact as $99,500.00 was included in the 2021-2022 biennium which was approved with Resolution 2020-900.

Recommendation

- Approve the attached Resolution to accept the Personal Service Agreement between Benton County and CBVC (dba Columbia Basin Veterans Center)
- Approve proposed agreement by signing all copies where indicated.

Suggested Motion

Approve as part of consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF SIGNING A PERSONAL SERVICES AGREEMENT BETWEEN BENTON COUNTY, WASHINGTON AND CBVC dba COLUMBIA BASIN VETERANS CENTER

WHEREAS, the County and CBVC dba Columbia Basin Veterans Center entered into a Personal Services Contract per Resolution 2019-236 dated March 19, 2019 whereby the CBVC dba Columbia Basin Veterans Center agreed to perform Columbia Basin Veterans Forum services in collaboration with Veterans Court as set forth in the contract, with a contract amount was not to exceed ninety-nine thousand four-hundred ninety-eight dollars and zero cents ($99,498.00) for the time period of March 19, 2019 through December 31, 2020; and

WHEREAS, the contract was subsequently amended to correct the contract start date, Resolution 2019-285, and, later, amended again to correct the contract expiration date, Resolution 2019-334; and

WHEREAS, the contract expired on December 31, 2020 and the County and CBVC dba Columbia Basin Veterans Center would like to enter into another Personal Services Contract whereby the CBVC dba Columbia Basin Veterans Center agrees to perform Columbia Basin Veterans Forum services in collaboration with Veterans Court as set forth in the new contract, with a contract amount not to exceed ninety-nine thousand four-hundred ninety-eight dollars and zero cents ($99,498.00) for the time period of January 1, 2021 through December 31, 2022; and

WHEREAS, a detailed description of the compensation to be paid by the County for said services is set forth in Exhibit B of the attached agreement; **NOW, THEREFORE**

BE IT RESOLVED, the amount not to exceed $99,498.00 for the 2021-2022 Columbia Basin Veterans Forum, has been approved by the Board of Benton County Commissioners and each monthly payment will be made payable to CBVC; and

BE IT FURTHER RESOLVED, this agreement shall begin January 1, 2021 and expire December 31, 2022.

Dated this . . . . . day of . . . . . , 2021

Chairman of the Board

Member

Member

Attest:……..
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

cc: Auditor; Treasurer; PA-Contract Compliance; CBVC

Prepared by: G. Baddley

BENTON COUNTY
AMENDED AND RESTATED PERSONAL SERVICES CONTRACT
TERMS AND CONDITIONS

THIS CONTRACT is made and entered into by and between BENTON COUNTY, a political subdivision, with its principal offices at 620 Market Street, Prosser, WA 99350 (hereinafter "COUNTY"), and CBVC dba COLUMBIA BASIN VETERANS CENTER, with its principal offices at 1600 N 20th Ave, Suite A, Pasco, WA 99301, (hereinafter "CONTRACTOR").

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. CONTRACT DOCUMENTS

This Contract consists of the following documents:

a. Terms and Conditions (this document);
b. Exhibit A, Columbia Basin Veterans Forum Scope of Work & Deliverables; and
c. Exhibit B, Columbia Basin Veterans Forum Budget.

2. DURATION OF CONTRACT

The term of this Contract shall begin January 1, 2021 and shall expire on December 31, 2022. The CONTRACTOR shall complete all services by the time(s) specified herein, or if no such time is otherwise specified, no later than the expiration date.

3. SERVICES PROVIDED

The CONTRACTOR shall perform the following services:

a. A detailed description of the services to be performed by the CONTRACTOR for the Veterans Forum and Mentorship Program is set forth in Exhibit "A, Columbia Basin Veterans Forum Scope of Work & Deliverables", which is attached hereto and incorporated herein by reference. The Columbia Basin Veterans Forum's mission is to have a coordinated community response to veteran offenders through collaboration with the veterans' service delivery system and the criminal justice system. The program provides a means to successfully restore and reintegrate veterans by supplementing the traditional criminal justice system by using veteran mentors and veterans' services and benefits to address medical and emotional needs, restore self-respect, and provide veterans

with tools to lead a productive and law-abiding life.

b. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided in this Contract, no material, labor, or facilities will be furnished by the COUNTY.

c. The CONTRACTOR shall confer with the COUNTY as requested during the progress of the services performed. In addition, the CONTRACTOR shall prepare and present monthly status reports in the form of Exhibit "A, Columbia Basin Veterans Forum Scope of Work & Deliverables" demonstrating services completed to date.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a Contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For CONTRACTOR:

Matt Sammons
Executive Director
Columbia Basin Veterans Center
PO BOX 2606 Pasco, WA 99302
Phone: (509) 545-6558
Email: matts@columbiabasinvetcenter.org

b. For COUNTY:

Ginny Baddley
Office Administrator
Benton County Prosecutor's Office
7122 W. Okanogan Pl.
Kennewick, WA 99336
Phone :(509)735-3591
Email: ginny.baddley@co.benton.wa.us

5. COMPENSATION

For the services performed hereunder, the CONTRACTOR shall be paid as follows:

a. A detailed description of the compensation to be paid by the COUNTY for the services set forth in Exhibit A is set forth

in Exhibit "B, Columbia Basin Veterans Forum Budget", which is attached hereto and incorporated herein by reference. Accordingly, for the time period of January 1, 2021 through December 31, 2022, CONTRACTOR shall be compensated based on the amount of expenses set forth in Exhibit B in an amount not to exceed ninety-nine thousand four hundred ninety-eight dollars and zero cents ($99,498.00).

b. No payment shall be made for any services performed by the CONTRACTOR, except for services identified and set forth in this Contract.

c. The CONTRACTOR shall, in accordance with the amounts set forth in Exhibit B, submit invoices to the COUNTY not more than once per month during the progress of the services performed for payment of the services completed to date. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of services and will remit payment within thirty (30) days from the date of receipt.

d. The CONTRACTOR shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty, until such failure to perform is cured or otherwise adjudicated. "Substantial" for the purposes of this Contract means faithfully fulfilling the terms of this Contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for services rendered prior to the execution of this Contract or after its termination.

6. AMENDMENTS

No amendment or modification shall be made to this Contract, unless set forth in a written Contract Amendment signed by both parties. Services performed under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

7. HOLD HARMLESS AND INDEMNIFICATION

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, which are caused in whole or in part by any act or omission, negligent or otherwise, of CONTRACTOR or its subcontractors, which arise in connection with the services performed under this Contract, or are caused or occasioned in whole or in part by reason of the presence of the CONTRACTOR or its subcontractors or their property upon or in the proximity of the property of the County. PROVIDED, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents.

b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **By executing this Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing services hereunder. CONTRACTOR'S obligations under this Section [7] shall survive termination and expiration of this Contract.**

c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the

CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

8. INSURANCE

a. **Workers Compensation:** CONTRACTOR shall comply with all State of Washington workers compensation statutes and regulations. Prior to the start of work under this Contract, workers compensation coverage shall be provided for all employees of CONTRACTOR and employees of any subcontractor or sub-subcontractor. Coverage shall include bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Contract. CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to commencement of work. Except as prohibited by law, CONTRACTOR waives all rights of subrogation against the COUNTY for recovery of damages to the extent they are covered by workers compensation and employer's liability.

If CONTRACTOR, subcontractor, or sub-subcontractor fails to comply with all State of Washington workers compensation statutes and regulations and COUNTY incurs fines or is required by law to provide benefits to or obtain coverage for such employees, CONTRACTOR shall indemnify the COUNTY. Indemnity shall include all fines, payment of benefits to CONTRACTOR or subcontractor employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to COUNTY by CONTRACTOR pursuant to the indemnity agreement may be deducted from any payments owed by COUNTY to CONTRACTOR for performance of this Contract.

b. **Commercial General Liability and Employers Liability Insurance:** Prior to the start of work under this Contract, CONTRACTOR shall maintain commercial general liability coverage (policy form CG0001 or equivalent) to protect the CONTRACTOR from claims for wrongful death, bodily injury, personal injury and property damage, which may arise from any actions or inactions under this Contract by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR. The minimum commercial general liability insurance limits shall be as follows:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal Injury and Advertising Injury
$1,000,000 Each Occurrence

The commercial general liability policy will contain an endorsement naming the COUNTY, its elected and appointed officials, employees and agents as an Additional Insured and an endorsement that specifically states that CONTRACTOR's commercial general liability policy shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

The CONTRACTOR will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of this Contract and does not exclude liability pursuant to the indemnification requirement under Section **[7]**. CONTRACTOR'S commercial general liability policy shall provide cross liability coverage, indicating essentially that except with respect to the limits of insurance and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

CONTRACTOR shall also provide Stop Gap Employer's Liability Insurance coverage with minimum limits as follows:

$1,000,000 Each Accident
$1,000,000 Policy Limit for Disease
$1,000,000 Each Employee for Disease

c. **Automobile Liability:** The CONTRACTOR shall maintain, during the life of this Contract, Automobile Liability Insurance (ISO Form Number CA0001 or equivalent) covering any auto (Symbol 1), or if the Contractor has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), in the amount of not less than one million dollars ($1,000,000) per accident for Bodily Injury and Property Damage to protect CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

d. **Other Insurance Provisions:**

1. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents. CONTRACTOR'S

liability insurance policies must be endorsed to show this primary coverage. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and not contributory to CONTRACTOR'S insurance policies.

2. The CONTRACTOR'S liability insurance policies shall contain no special limitations on the scope of protection afforded to the COUNTY as an additional insured.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

6. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure nor are they limitations on indemnification. **If the CONTRACTOR maintains higher limits than the minimums required in this contract, the COUNTY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR.**

7. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. All liability insurance required under this Contract, shall be written on an Occurrence Policy form.

8. CONTRACTOR hereby agrees to waive subrogation with respect to each insurance policy maintained under this Contract. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any

policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.

9. Compensation and/or payments due to CONTRACTOR under this Agreement are expressly conditioned upon CONTRACTOR'S strict compliance with all insurance requirements. Payment to CONTRACTOR may be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR'S compliance, such payments not otherwise subject to withholding or set-off will be released to CONTRACTOR.

e. **Verification of Coverage and Acceptability of Insurers:**

All insurance required under this Contract shall be issued by companies authorized to do business under the laws of the State of Washington and have an A. M. Best's rating of at least A-VII or better in the most recently published edition of Best's Reports. Any exception to this requirement must be reviewed and approved in writing by the Benton County Risk Manager. If an insurer is not admitted to do business within Washington State, all insurance policies and procedures for issuing the insurance policy must comply with Chapter 48.15 RCW and 284-15 WAC.

1. All insurance to be maintained by the CONTRACTOR, other than Auto Liability and Workmen's Compensation, shall specifically include the COUNTY, its elected officials, employees and volunteers as an "Additional Insured" by way of endorsement and shall not be reduced or canceled without thirty (30) days written prior notice to the COUNTY. Any insurance or self-insurance maintained by the COUNTY, its elected and appointed officials, employees and agents shall be excess of the CONTRACTOR's insurance and shall not contribute to it.

2. Certificates of Liability Insurance, with endorsements attached, are to be provided to the County's Contract Representative referenced in Section 4.

3. All written notices under this Section **[8]** and notice of cancellation or change of required insurance coverages shall be mailed to the COUNTY's Contract Representative referenced in Section 4.

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon

request of the Benton County Risk Manager at the following address: Benton County Risk Manager, 7122 W. Okanogan Place, Bldg. A, Kennewick, WA 99336.

9. TERMINATION

a. The COUNTY may terminate this Contract in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by certified mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all cost incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with the Compensation Section of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision in this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract shall be allowed.

c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may immediately terminate this Contract by so notifying the CONTRACTOR, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with the Compensation Section of this Contract.

10. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

a. The CONTRACTOR shall perform the terms of this Contract using only its bona fide employees or agents, and the obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or

making of this Contract.

11. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time. All waivers of any provision(s) of this Contract shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.

12. INDEPENDENT CONTRACTOR

a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an independent contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section **[5]** of this Contract, and neither the CONTRACTOR nor its employees are entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the COUNTY.

d. CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by federal, state or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from their assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S contract representative or designee.

13. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

14. INSPECTION OF BOOKS AND RECORDS

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep, and make available to the County upon request, all records relating to the performance of this Contract for six (6) years after Contract termination or expiration.

15. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

16. OWNERSHIP OF MATERIALS/WORKS PRODUCED

a. All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless there from to the extent such use is not agreed to in writing by the CONTRACTOR.

b. An electronic copy of all word processing documents shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. PATENT/COPYRIGHT INFRINGEMENT

The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the COUNTY, where such action is based on the claim that information

supplied by the CONTRACTOR or subcontractor infringes any patent or copyright. The CONTRACTOR shall be notified promptly in writing by the COUNTY of any notice of such claim.

18. DISPUTES

Disputes between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract Representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S Contract Representative shall be final and conclusive, subject to CONTRACTOR'S right to seek judicial relief.

19. CONFIDENTIALITY

The CONTRACTOR, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the COUNTY or acquired by the COUNTY in performance of this Contract, except upon the prior written consent of the COUNTY or an order entered by a court of competent jurisdiction. The CONTRACTOR shall promptly give the COUNTY written notice of any judicial proceeding seeking disclosure of such information.

20. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Benton County, Washington.

21. SUCCESSORS AND ASSIGNS

The COUNTY, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

22. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

b. If it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

23. ENTIRE AGREEMENT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

24. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Contract Representatives Section of this Contract. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately, if personally served. For service by facsimile, service shall be effective at the beginning of the next working day.

25. SURVIVABILITY

All Contract terms, which by their context are clearly intended to survive the termination and/or expiration of this Contract, shall so survive. These terms include, but are not limited to, indemnification provisions (Sections **[7]** and **[17]**); inspection and keeping of records and books (Section **[14]**); litigation hold notice (Section **[26]**); Public Records Act (Section **[27]**) and confidentiality (Section **[19]**).

26. LITIGATION HOLD NOTICE

In the event the COUNTY learns of circumstances leading to an increased likelihood of litigation regarding any matter where the records kept by CONTRACTOR pursuant to Section **[14]** of this agreement may be of evidentiary value, the COUNTY may issue written notice to CONTRACTOR of such circumstances and direct the CONTRACTOR to "hold" such records. In the event that CONTRACTOR receives such written notice, CONTRACTOR shall abide by all directions therein whether or not such written notice is received at a time when a Contract between CONTRACTOR and the COUNTY is in force. Such directions will include, but will not be limited to, instructions to suspend the six (6) year purge schedule as set out above in Section **[14]**.

27. PUBLIC RECORDS ACT

CONTRACTOR hereby acknowledges that the COUNTY is a governmental entity and as such is subject to the requirements of the Public Records Act, RCW 42.56 *et seq*. Accordingly, CONTRACTOR understands that to the extent a proper request is made, the COUNTY may be required by virtue of that Act to disclose any records related to this Contract actually in its possession or in CONTRACTOR'S possession. This may include records that CONTRACTOR might regard as confidential or proprietary. To the extent that CONTRACTOR provides any records to the COUNTY that it regards as confidential or proprietary, it agrees to conspicuously mark the records as such. CONTRACTOR also hereby waives any and all claims or causes of action for any injury it may suffer by virtue of COUNTY'S release of records covered under the Public Records Act. COUNTY agrees to take all reasonable steps to notify CONTRACTOR in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by CONTRACTOR as confidential or proprietary, so that CONTRACTOR may seek a judicial order of protection if necessary.

- This section intentionally left blank -

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective January 1, 2021.

Dated: _____

Benton County Board of Commissioners

_____
Chairman

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington.

Attest: _____
Clerk of the Board

Approved as to Form

_____
Civil Deputy Prosecuting Attorney

Dated: _____

CBVC dba Columbia Basin Veterans Center

_____
Signature

Executive Director
Title:

Matt Sammons
PRINTED NAME

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly constituted legal representatives and is effective January 1, 2021.

Dated: _____

Benton County Board of Commissioners

_____
Chairman

_____
Member

_____
Member

Constituting the Board of County Commissioners of Benton County, Washington.

Attest: _____
Clerk of the Board

Approved as to Form

[redacted]
ecuting Attorney

Dated: 4/16/2021

CBVC dba Columbia Basin Veterans Center

_____
Signature

Executive Director
Title:

Matt Sammons
PRINTED NAME

Exhibit A

Scope of Work & Deliverables

TITLE OF PROGRAM

Veteran Mentor Program & Veterans Forum

MISSION

The mission of the Mentor Program and Veterans Forum is to assist fellow veterans charged with criminal offenses comply with the conditions of the Veterans Therapeutic Court, graduate from the Court, take their place in the community and not re-offend. The operating principle of the program is "No Veteran Stands Alone."

PURPOSE

The purpose of the Veteran Mentor Program (Mentor Program) of Columbia Basin Veterans Center (CBVC) is to recruit, select, train, provide and supervise volunteer veteran mentors (mentors) to participants in the Benton County Veterans Therapeutic Court (Court).

The purpose of the Veterans Forum (Forum); and, to monthly provide a setting in which participants, mentors, officers of the Court and community agency representatives can gather, share a meal, gain knowledge and insight from inspirational and informative speakers, learn about community resources, and support one another.

DESCRIPTION

Mentor Program. The Mentor Program functions as a partner with the Court, CBVC programs, the Veterans Administration and community agencies. Its key feature is the matching of each veteran offender (participant) with a veteran mentor to serve as the participant's advocate, confidant, and partner throughout the Program – the equivalent of a shipmate, wingman or battle-buddy in the active force.

Participants are veterans charged with gross misdemeanors or felonies who have been referred to the Court and participate under the conditions of a stipulated stay. Participants may be

struggling with one or more conditions related to their military service including but not limited to substance abuse, impulse control, substance abuse and mental health concerns arising out of, or exacerbated by their experiences in the U.S, Armed Forces. These may include unresolved post-traumatic stress, sequalae to traumatic brain injury, the consequences of military sexual trauma, and self-medication as a coping mechanism for the experience of combat. Participants will have been separated or discharged from the Armed Forces under Honorable conditions or have a General Discharge Under Honorable Conditions.

Mentors are veterans of the U. S. Armed Forces holding an Honorable Discharge or General Discharge Under Honorable Condition who volunteer their time to support, encourage and advocate for participants. Mentors are male and female veterans representing all ages, ranks and branches of service. They have served in the Vietnam War, Gulf War, Afghan War, Iraq War and peacetime. Mentors are trained in an orientation session led by the CBVC Mentor Coordinator and the Prosecuting Attorney for the Court and are provided a Mentor Handbook covering all aspects of the program.

Once matched, the mentor and participant establish meeting schedules, manner of meeting and places, and begin establishing their relationship. That relationship will endure unless either party decides that it is no longer working, in which case a change or mentor will be arranged. Mentors will stand with their participant in Court when the participant us required to appear.

Graduating participants become eligible to volunteer as mentors six months post-graduation if they have not relapsed or re-offended.

Veterans Forum. The Veterans Forum (Forum) is a monthly gathering of participants, mentors, officers of the court, guests, and community service organization representatives in which all in attendance share a meal and social hour together, followed by informational and inspiration presentations by guest speakers and agency representatives. It includes an "open mike" period in which any person can address the group, provide information, and ask questions.

During the event, the Prosecuting Attorney and Defense Counsel adjourn to a side room with newly admitted participants and available mentors who are introduced to one another and exchange information, following which the participant chooses their mentor.

When participants progress from one Phase of the Court to the next, they are recognized by all present. When those participants graduate, the occasion is marked by a ceremony.

PERSONNEL & RESPONSIBILITiES

Veteran Mentors. The Veteran Mentors are volunteers who meet weekly with participants with whom they are matched. Face to face meetings are strongly encouraged, with video chat, texting and e-mail also used to maintain contact when appropriate. (The advent of the Covid-19 pandemic has resulted in much greater use of these alternative means of communication.)

Participants are expected to initiate contact, but mentors will adjust that expectation based upon the status of the participant's emotional health and functioning. At the beginning of the relationship, mentors often must take the initiative and establish agreements with the participant regarding their responsibilities.

Mentors share their life experiences, advice and expertise to assist the participant in complying with the conditions imposed by the Court. They encourage, challenge, and support the participant as they struggle with the issues and behaviors that contributed to their offense. The Mentor is a partner and peer, not an authority figure telling the participant what to do. When the participant fails to comply with the conditions of their stipulated stay, the Mentor urges the participant to self-report as a way of helping the participant take responsibility for their actions.

Mentors also serve as resources and support for one another and call upon the Mentor Coordinator for assistance as needed.

Veteran Mentor Coordinator. A .5 FTE Mentor Coordinator recruits, selects, trains, supervises and provides mentors to the Court; develops and maintains records and training materials; provides counsel and support to mentors; coordinates the monthly Veterans Forum including recruiting speakers and community representatives; arranges for facilities and meals; and coordinates participant and mentor recognition on behalf of CBVC. The Mentor Coordinator also serves as the liaison to the Court and represents the program before the court and the larger community.

Veterans Service Officer. A .5 FTE VA-certified Veterans Service Officer (VSO) will be onsite at CBVC to assist veterans with filing disability and medical claims with the Veterans Administration; appealing denials; requesting disability reviews; and, seeking reviews of less-than-honorable discharges.

Executive Director. The Executive Director of CBVC supervises the Mentor Coordinator, oversees execution of the budget, fund-raising, and monthly reports to the County.

CBVC Support Services. CBVC's programs may be employed to assist participants with such matters as obtaining copies of separation papers (DD214), housing, rent assistance, utility assistance, peer support counseling, post-traumatic stress support groups, socialization following self-isolation, and ancillary financial support (assistance for significant emergent needs not met elsewhere).

Supporting Service Agencies. Community agencies will be called upon to assist individual participants as needed and will be invited to share information about their services at the Monthly Forums. These may include but are not limited to legal services, financial literacy, employment, educational opportunities, food, physical and mental health services, and community service opportunities.

EXPECTATIONS

1. Adequate pool of mentors. CBVC will recruit, train, and provide sufficient Veteran Mentors to provide participants an adequate number of which to choose their mentor.

2. Prompt matching of mentors and participants. Matching of participants and mentors will be performed as quickly as possible following acceptance into the Court and CBVC's receipt of the participant intake form.
   a. Due to the ongoing Covid-19 pandemic, matching will be performed by providing each new participant the names of three mentors, each of whom will contact the participant and among which the participant will make their choice. In some circumstances the needs of the participant may warrant a "guided" match.
   b. Once public health restrictions on gatherings are listed, the matching of new participants will take place face-to-face at the first monthly Veterans Forum following their admission to the Court.

3. New mentor orientation. Initial orientation of Veteran Mentors shall be approximately three hours in length, team-taught by the Mentor Coordinator and the Prosecuting Attorney assigned to Veterans Court. The Case Manager and Defense Counsel may also participate as their schedules permit.

4. Mentor Manual. All new mentors will be provided a copy of CBVC's "Veterans Court Mentor Manual" including but not limited to the following items:
   a. Mentor Handbook
   b. Courtroom Decorum
   c. Veterans Court Officers Roster
   d. Basic Requirements of Participants.c
   e. Participant Welcome information
   f. Participant Intake Form
   g. Participant Handbook
   h. Phase Up Applications
   i. Sanctions and Incentives Matrix
   j. Mentor Program Policies & Procedures
   k. Mentor Job Description

5. Mentor time commitment. Participants' need to meet with their mentors can vary widely depending upon their general health, emotional fragility, lifestyle, economic circumstances, employment, family stability and relationships. Those needs often diminish as they progress through the Court, while relapses and other crises can have the opposite effect. On average, mentors will spend 4-7 hours per month supporting a participant. Experience to date suggests that some participants with many years of addiction can require 16 or more hours per month.

6. Community service opportunities. CBVC will provide as many opportunities as possible for participants to serve community service hours in the CBVC facility.

7. Monthly Forum. During the pandemic, the monthly Forum will be virtual at 1.5 hours per month. When gatherings are again permitted, it will expand to two hours and include a meal and the matching of mentors and participants. Graduation ceremonies will be added as well to complement those ceremonies held in and by the Court. Each graduating participant will receive a challenge coin, service insignia, certificate of achievement and appreciation, and a residential American flag set.

DELIVERABLES

CBVC will provide the following as described above:

1. A pool of trained veteran mentors
2. All training and training materials
3. A Mentor Coordinator and VSO services
4. A monthly Forum
5. Community service opportunities
6. A monthly report to include:
   a. Forum activities
   b. Mentor recruitment and availability
   c. Participant referrals
   d. Following month's priorities
   e. Miscellaneous program-pertinent information

Exhibit B: COLUMBIA BASIN VETERANS FORUM BUDGET

COLUMBIA BASIN VETERANS CENTER

PUBLIC SAFETY SALES TAX 2021-2022 REQUEST BUDGET

DESCRIPTION		TOTAL BUDGET
.5 FTE Mentor Coordinator	$	36,000.00
.5 FTE DAV Service Officer	$	30,000.00
Mentor Training/Train the Trainer	$	2,000.00
Mentor Recruitment	$	1,000.00
Forum Site Rental	$	3,600.00
Office Supplies, Electronics & Equipment	$	7,800.00
Printed Materials for Forum Outreach & Recruitment	$	1,160.00
Annual First Forum Kick Off Cost	$	600.00
Monthly Mentor Trainings & Forum Sessions (2x12=24x2=48)	$	7,200.00
Paper Products and Utensils for Monthly Meals	$	400.00
Travel	$	5,000.00
SUBTOTAL	$	94,760.00
5% ADMINISTRATION	$	4,738.00
TOTAL PROGRAM EXPENSES	$	99,498.00

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FUNDS RE: TRANSFER OF FUNDS WITHIN CURRENT EXPENSE FUND NUMBER 0000101, DEPARTMENT NUMBER 117

BE IT RESOLVED, by the Board of Benton County Commissioners, that funds shall be transferred as outlined in Exhibit "A", attached hereto; and

Dated this _____ day of _____, _____

_____
Chairman of the Board

_____
Member

_____
Member

Constituting the Board of County Commissioners
of Benton County, Washington.

Attest: _____
Clerk of the Board

cc: Dept., Auditor, File,

Prepared by:
Ginny Baddley

EXHIBIT "A"

BENTON COUNTY LINE ITEM TRANSFER

Dept Name: Prosecuting Attorney Dept Nbr: 117

Fund Name: Current Expense Fund Nbr: 0000101

TRANSFER FROM: Dept 117 TRANSFER TO: Dept 117

BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT	BASE SUB (6 digit)	LINE ITEM (4 digit)	LINE ITEM NAME	AMOUNT
515.300	4103	Professional Services	1,500	515.300	3503	Computer Software	1,500
TOTAL			1,500	TOTAL			1,500

Explanation:

Line item transfer is needed to cover software, Adobe Pro, licensing fees for staff members.

Prepared by: Ginny Baddley Date: 21-Apr-2021

Approved ☐ Denied ☐ Date: _____

_____
Chairman

_____
Member

_____
Member

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 4th, 2021
Subject:	Badger Canyon Water Association; Franchise
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

Badger Canyon Water Association has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held February 2nd, 2021 to consider the request of Badger Canyon Water Association who has applied for a nonexclusive franchise to place domestic water lines system and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Badger Canyon Water Association, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO BADGER CANYON WATER ASSOCIATION TO PLACE DOMESTIC WATER LINES SYSTEM AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held February 2nd, 2021 to consider the request of Badger Canyon Water Association who has applied for a nonexclusive franchise to place domestic water lines system and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring May 31st, 2030, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Badger Canyon Water Association has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that Badger Canyon Water Association franchise for domestic water lines system and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 4th day of May 2021

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

C. Woods

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Badger Canyon Water Association

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF BADGER CANYON WATER ASSOCIATION FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE A DOMESTIC WATER LINES SYSTEM AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of BADGER CANYON WATER ASSOCIATION, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove A DOMESTIC WATER LINES SYSTEM AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the

corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to BADGER CANYON WATER ASSOCIATION, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove A DOMESTIC WATER LINES SYSTEM AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire May 31st, 2030.

XXI. GRANTEE'S ADDRESS

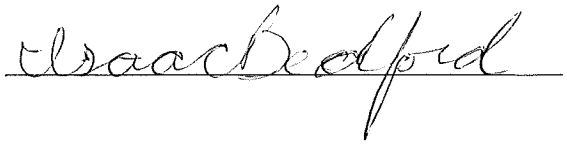
Information for the Grantee is:

- Isaac Bedford
- 1007 S. Sunnvale Dr.
  Kennewick WA 99338

- Phone (509) 627-6411
- E-mail: Isaac.bedford@thermofisher.com

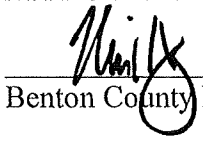
Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:



Date 4-8-2021

APPROVED AS TO FORM:



Benton County Deputy Prosecuting Attorney

Date 3/4/21

FOR BENTON COUNTY, WASHINGTON.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Constituting the Board of County Commissioners, Benton County, Washington.

ATTEST:

_____
Clerk of the Board

Date_____

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 4th, 2021
Subject:	Agreserves, Inc dba AgriNorthwest; Franchise
Presenter:	N/A
Prepared By:	Cristina Woods
Reviewed By:	Douglas D'Hondt

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed: *(Multiple boxes can be checked, if necessary)*

- ☐ Discussion Only
- ☐ Decision / Direction
- ☐ Sign Letter / Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

Agreserves, Inc dba AgriNorthwest has submitted an application to establish their franchise within Benton County road right of way.

A public hearing was held February 2nd, 2021 to consider the request of Agreserves, Inc dba AgriNorthwest who has applied for a nonexclusive franchise to have electrical and water systems and facilities in unincorporated Benton County.

Fiscal Impact

N/A

Recommendation

Benton County Public Works recommends that the Commissioners approve the Franchise Order and Agreement with Agreserves, Inc dba AgriNorthwest, subject to the 6 items listed in the report to the Commissioners.

Suggested Motion

Consent Agenda

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY FRANCHISES RE: GRANTING A FRANCHISE TO AGRESERVES, INC DBA AGRINORTHWEST TO PLACE ELECTRICAL AND WATER SYSTEMS AND FACILITIES IN COUNTY ROAD RIGHTS OF WAY

WHEREAS, a public hearing was held February 2nd, 2021 to consider the request of Agreserves, Inc dba AgriNorthwest who has applied for a nonexclusive franchise to place electrical and water systems and facilities in unincorporated Benton County; and

WHEREAS, after hearing the testimony regarding the request for a franchise, the Board finds as follows:

1. The term of the franchise shall be a ten-year (10) period, expiring May 31st, 2030, with an associated cost of $500.00;
2. The Grantee is to carry liability insurance with Benton County named as an insured with a minimum limit of $1,000,000.00. A copy of the proof of insurance is to be provided to Benton County yearly;
3. Placement of facilities within the right of way shall meet all requirements of Benton County as to location and repair of roads and right of way;
4. Should Benton County require utility relocation work because of road construction, maintenance, or any other reason, said work shall be at the Grantee's expense;
5. The franchise is nonexclusive;
6. The Grantee is to sign the Order and Agreement for Nonexclusive Franchise;

WHEREAS, Agreserves, Inc dba AgriNorthwest has agreed to the terms and has signed the Order and Agreement for Nonexclusive Franchise, said Order having been approved as to form by the Prosecuting Attorney's Office; **NOW, THEREFORE**

BE IT RESOLVED that Agreserves, Inc dba AgriNorthwest franchise for electrical and water systems and facilities in County road rights of way be approved and that the Board indicates its approval by its signatures on the Order and Agreement for Nonexclusive Franchise.

Dated this 4th day of May 2021

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the Board of County Commissioners of Benton County, Washington

Orig.: Public Works

C. Woods

Return to:
Benton County Public Works
P. O. Box 1001
Prosser, WA 99350

Grantor: Benton County
Grantee: Agreserves, Inc dba AgriNorthwest

BEFORE THE BOARD OF COUNTY COMMISSIONERS

BENTON COUNTY, STATE OF WASHINGTON

IN THE MATTER OF THE APPLICATION OF AGRESERVES, INC DBA AGRINORTHWEST FOR A NONEXCLUSIVE FRANCHISE TO LOCATE, CONSTRUCT, MAINTAIN, OPERATE, USE, AND IF NECESSARY, REMOVE ELECTRICAL AND WATER SYSTEMS AND FACILITIES WITHIN THE COUNTY OF BENTON, STATE OF WASHINGTON, UPON, OVER, UNDER, ALONG, AND ACROSS CERTAIN COUNTY ROADS AND PUBLIC HIGHWAYS, OR PARTS THEREOF, NOT WITHIN THE LIMITS OF ANY INCORPORATED CITY OR TOWN.	No._____ ORDER AND AGREEMENT FOR NONEXCLUSIVE FRANCHISE

FINDINGS

NOW, on this _____ day of _____ the petition and application of AGRESERVES, INC DBA AGRINORTHWEST, for the authority and nonexclusive Franchise, for a term of ten (10) years, to install, locate, construct, maintain, operate, use, and, if necessary, remove ELECTRICAL AND WATER SYSTEMS AND FACILITIES under, upon, over, along and across Benton County roads, highways, streets, alleys, bridges, and rights-of-ways, or other County property, hereinafter called County roads or rights-of-ways, described in said application by reference to the sections, townships, and ranges in which said County roads or rights-of-ways are physically located within the County of Benton, State of Washington, and not within the

corporate limits of any incorporated city or town therein, coming on to be heard before this, the Board of County Commissioners of and from said Benton County, Washington, and this Board having heretofore fixed this time and place for the hearing of said petition, and it appearing that the County Engineer has given notice of the time and place of said hearing by posting in three places in the Benton County Courthouse with written or printed notices of the time and place of this hearing in accordance with the laws of the State of Washington, and also by publishing a like notice two (2) times in the Prosser Record Bulletin newspaper of general circulation published in Benton County, Washington, and it appearing that the notices so posted and published stated the name of the applicant and a description by reference to sections, townships and ranges in which the County roads or rights-of-ways to be included in the Franchise for which application is made are physically located, and also state the time and place fixed for said hearing, and after hearing all persons interested in the matter of said petition, and at which hearing the qualifications of the Grantee were heard, the Board deeming it for the public interest to grant the Franchise and authority so applied for.

ORDER

IT IS HEREBY ORDERED BY THE BOARD OF COUNTY COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

There is hereby granted to AGRESERVES, INC DBA AGRINORTHWEST, hereafter called the Grantee, subject to all provisions, conditions, covenants and requirements of this order and agreement, the right, privilege and nonexclusive Franchise, to install, locate, construct, maintain, operate, use, and, if necessary, remove ELECTRICAL AND WATER SYSTEMS AND FACILITIES, and all necessary appurtenances thereto, hereinafter called the distribution system, under, upon, over, along, or across those portions of any and all County roads or rights-of-ways, which lie within those legal subdivisions within the County of Benton, State of Washington, set forth and described in "Exhibit A" attached hereto and by this reference made a part hereof, excluding, however, from such subdivisions any portion thereof which is within the corporate limits of any incorporated city or town, but including all portions of said subdivisions which are within any unincorporated town or community. Benton County Resolution No. 72-220, regarding Policy on Accommodation of Utilities on County Road Rights-of-Way, shall apply in all respects to this Franchise and the distribution system.

AGREEMENT

I. APPROVAL BY COUNTY ENGINEER

All locations, construction, installation, maintenance, relocation or removal of the distribution system or any portion thereof within County roads or rights-of-ways outside the corporate limits of any incorporated town shall be subject to the approval and pass inspection of the County Engineer.

II. PERMIT REQUIRED – MAP AND SPECIFICATIONS TO BE FILED APPROVAL BY COUNTY ENGINEER – PERFORMANCE BOND

Prior to commencement of any work on or construction of any portion of the distribution system, Grantee shall file with the County Engineer its application for permit to do such work or construction together with plans and specifications in form and number as approved by the County Engineer showing the position, depth, or height, and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing their relative position to existing County roads or rights-of-ways, upon plans drawn to scale indicating exact distance hereinafter collectively referred to as the "map of definite location". Grantee is hereby authorized to extend its facilities throughout the area authorized hereunder.

The distribution system shall be constructed in exact conformity with said map of definite location, except in instances in which deviation may be allowed by the prior written consent of the County Engineer pursuant to application by Grantee. The plans and specifications shall specify, as applicable, the class and type of materials and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts, and road obstructions, and manner and means by which they affect County roads or rights-of-ways, will be restored to a condition as good as that which existed prior to such work or construction. No such work or construction shall be commenced until the Grantee has first secured a written permit from the County Engineer, which shall include approval by the County Engineer endorsed on one set of plans and specifications to be returned to the Grantee. All such work or construction shall require the inspection and approval of the County Engineer. The Grantee shall pay all reasonable costs and

expenses incurred in the examination, inspection, and approval of such work or construction by the County Engineer as herein provided.

The County Engineer may require a performance bond in a sum sufficient to guarantee to Benton County that any County roads or rights-of-ways, including the surfaces thereof, affected by any work or construction by the Grantee, shall be restored to a condition as good as that which existed prior to such work or construction, the amount of said bond to be fixed by the County Engineer. The County Engineer, upon notice to the Grantee, may at any time order any and all work that he considers necessary to restore to a safe condition any portion of the County roads or rights-of-ways, the condition of which has been rendered dangerous to the safety of persons or property by reason of any work, construction, of facilities of Grantee, and Grantee, upon demand, shall pay to Benton County all costs of such work, done by order of the County Engineer.

III. COUNTY ROADS TO BE RESTORED

In any work which requires breaking of surface of the County roads or rights-of-ways subject to this Franchise for the purpose of locating, constructing, installing, relocating, removing, maintaining and/or repairing the distribution system, and/or making connections between the same to structures and buildings of consumers or making connections to other facilities of the Grantee now in existence or hereafter constructed, the Grantee shall be governed by and strictly conform to the instructions set forth in the permit issued by the County Engineer for such work; and the Grantee, at its own expense and with all reasonable speed, shall complete the work for which the County roads or rights-of-ways, surface has been broken and repair and restore the affected County roads or rights-of-ways, and the surface thereof to a condition as good as that which existing before the work was commenced. Noxious weed control will be required, at the Grantee's expense, and shall meet all requirements of the Benton County Weed Board.

Except in cases of emergency as hereinafter provided, no breaking of surface of any County roads or rights-of-ways, shall be done until Grantee has first obtained a permit therefor issued by the County Engineer as specified in Section II of this Agreement.

PROVIDED, however, that in cases of emergency which occur out of office hours when immediate work may be necessary for the protection or safety of persons or property, the

emergency shall be immediately reported to the Benton County Sheriff and the necessary work may be immediately undertaken upon the express condition that an application for a permit for such work, as hereinabove provided, shall be submitted to the County Engineer on or before noon of the business day next following the commencement of the emergency work.

IV. INTERFERENCE WITH EXISTING FACILITIES

No location, construction, installation, maintenance, repair, removal or relocation of the distribution system or any portion thereof, performed along or under any County roads or rights-of-ways, shall in any way interfere with the grading or improvement of such County roads or rights-of-ways, or with the construction and maintenance of any existing utility, public or private, drain, drainage ditch or structure, or irrigation ditch or structure, located along or under such county roads, right-of-way or property. In the event that it is necessary to relocate any such county road or right-of-way or alter the grade of any such county road or right-of-way, requiring relocation of any utilities, including rights-of-way, preferences as to positioning of such utilities, shall be given in the order of the original location and installation of such utilities, the utility first having been located and installed being given first preference as to positioning and relocation.

V. MINIMUM INTERFERENCE WITH PUBLIC TRAVEL – GRANTEE LIABLE FOR DAMAGE

All work done under this Franchise shall be done in a thorough and workmanlike manner. All construction, installation, maintenance, repair, relocation, or removal of the distribution system, or any portion thereof, shall be conducted in a manner that will interfere as little as possible with public use of and travel upon County roads or rights-of-ways, shall include all due and necessary measures and precautions to prevent danger to persons or property. Specifically, where such construction, installation, maintenance, repair, relocation or removal involves open trenches, ditches, or tunnels which are left open at night, the Grantee shall place sufficient warning lights and barricades about such trenches, ditches or tunnels to give adequate warning of such work. The Grantee shall assume sole liability for any injury to persons or property which occurs by reason of any trenches, ditches, or tunnels dug or maintained by the Grantee.

VI. ALL COUNTY ROAD RIGHTS RESERVED

Benton County expressly reserves any and all rights which it now has or may hereafter acquire with respect to County roads or rights-of-ways, and this Franchise shall not be construed to in any way limit or restrict any authority, power, rights, or privileges which Benton County now has or may hereafter acquire to control and regulate the use of County roads or rights-of-ways covered by this Franchise.

VII. COUNTY MAY CHANGE AND IMPROVE ROADS WITHOUT LIABILITY

If Benton County shall at any time improve or change any County roads or rights-of-ways, subject to this Franchise by grading, regrading, surfacing , or paving the same, or by changing, altering, repairing, or relocating the grade thereof or by construction of drainage facilities, the Grantee shall, upon written notice from the County Engineer, at Grantee's sole expense, with all reasonable speed, change the location or readjust the elevation of its distribution system and other facilities so that the same shall not interfere with such county work and so such lines and facilities shall conform to such new grades as may be established. Benton County shall in no respect be held liable for any damages, costs, or expenses to said Grantee that may occur by reason of any of the County's improvements, changes or work above enumerated, except insofar as such damages, costs or expenses shall be caused by negligence of the County's employees or agents.

All work performed by the Grantee under this section shall be under the direction, approval, and shall pass the inspection of the County Engineer. The Grantee shall pay all reasonable costs of and expenses incurred in the examination, inspection, and approval of such work.

VIII. REFERENCE MONUMENTS AND MARKERS

Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads, and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee's operation under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during

construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee.

IX. VACATION OF COUNTY ROADS – ALTERNATE ROUTE

If at any time Benton County shall vacate any County road, right-of-way, or other County property which is subject to rights granted by this Franchise the Board of County Commissioners for Benton County may, after granting an alternate route with the consultation of Grantee, by giving thirty (30) days written notice to the Grantee, terminate this Franchise with reference to such County road, right-of-way, or other County property so vacated and said Benton County shall in no respect be liable for any damages, costs, or expenses to the Grantee that may occur by reason of such termination.

X. GRANTEE TO INDEMNIFY COUNTY – LIABILITY INSURANCE

The Grantee covenants, agrees and promises that it shall fully indemnify Benton County from any and all liability, loss, injury, damage, costs, charges or expenses of any nature whatever, occurring to any person, association, corporation or property of any kind by reason of any acts, actions, omissions, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system.

The Grantee further covenants, agrees and promises that, in the event that any claim, suit, or cause of action shall be brought against Benton County by reason of any act, action, omission, defaults, or neglect of the Grantee in the construction, operation, or maintenance of the distribution system, it shall, at its own cost and expense, defend any such claim, suit, or cause of action, and shall pay any and all costs, charges, attorneys' fees, and other expenses therein, and any and all judgments that may be incurred by or obtained against Benton County in any such claim, suit, or cause of action.

The Grantee further covenants, agrees and promises that, in order to secure to the County full and complete performance of the covenants and conditions of this Section "X", it shall, at its own cost and expense, obtain and maintain in effect continually during the term of this Franchise, liability insurance in a company or companies to be approved by the County, such insurance to name the Grantee and Benton County as the insured and to have minimum limits of

not less than $1,000,000.00. Written evidence of such insurance in effect shall be furnished to the County Engineer no later than the date that any work or construction under the terms of this Franchise commences. Such additional written evidence of such insurance shall be furnished to the County Engineer from time to time as the County Engineer shall require; in any event, such additional written evidence shall be provided to the County Engineer at least annually during the term of this Franchise. The Grantee's compliance with the provisions of this paragraph relating to liability insurance shall in no way alter, affect, modify or limit any of the other covenants, conditions, and provisions of this paragraph. Acceptance or approval by the County of any work performed by the Grantee shall not constitute a waiver by the County of any of the provisions of this Section "X", and shall not excuse the Grantee from any of the covenants, provisions, or requirements set forth herein.

XI. FRANCHISE NOT EXCLUSIVE

This Franchise shall not be deemed to be an exclusive Franchise. It shall in no manner prohibit Benton County from granting other Franchises of a like nature or Franchises for public or private utilities under, along, across, over, and upon any of the County roads or rights-of-ways, subject to this Franchise and shall in no way restrict, prevent, or prohibit Benton County from constructing, altering, maintaining, or using any of said roads or rights-of-way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them or any part of them with full power to make all necessary construction, alterations, changes, relocations, repairs, or maintenance, which the County may deem necessary.

XII. PROVISIONS HEREOF BIND SUCCESSOR

All provisions, conditions, covenants, and requirements herein contained shall be binding upon any and all successors and assigns of the Grantee, and all privileges, as well as all obligations and liabilities of the Grantee, shall inure to its successors and assigns equally as if they were specifically mentioned herein wherever the Grantee is mentioned, provided, however, that neither this Franchise nor any rights, privileges, or obligations granted in this order and agreement shall be assigned without the prior written approval of the County Engineer, unless such assignments is to a wholly-owned subsidiary of the Grantee or to a parent company owning

more than 50% of the Grantee, and unless Benton County is provided with prior written notice of such assignment giving the name and address of the subsidiary or parent company assignee.

XIII. REVOCATION FOR NON-COMPLIANCE

In the event that the Grantee substantially violates or fails to comply with any of the material provisions of this Franchise, the Grantee shall forfeit all rights conferred hereunder and this Franchise shall be revocable by the Board of Benton County Commissioners at their discretion, provided, however, the Board of County Commissioners shall provide the Grantee with written notice of its intention to revoke the Franchise, specifying the nature of such violation, failure, or neglect, and giving the Grantee thirty (30) days in which to cure such violation, failure, or neglect. The Grantee shall be entitled to a hearing, within such thirty-day period, before the Board of County Commissioners.

In the event such hearing is held, the Grantee shall be given prior written notice of the time and place for such hearing. Subject to applicable federal and state law, in the event the Board of County Commissioners, after such hearing, determines that Grantee is in default of any provision of the Franchise, the Board of County Commissioners may:

a. Foreclose on all or any part of any security provided under this Franchise, if any, including, without limitation, any bonds or other surety; provided, however, the foreclosure shall only be in such a manner and in such amount as the Franchising Authority reasonably determines is necessary to remedy the default;

b. Commence an action at law for monetary damage or seek other equitable relief;

c. In the case of substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked; or

d. Seek specific performance of any provision, which reasonably leads itself to such remedy, as an alternative to damages.

XIV. CONFORMITY WITH STATE AND COUNTY

Benton County expressly reserves the right at any time, upon ninety (90) days written notice to the Grantee, to change, amend, modify, or amplify any of the provisions or conditions herein enumerated to conform to any state statute, rule or regulation, or county ordinance, rule or regulation, relating to the regulation of highways or the public welfare, health, safety, as may

hereafter be enacted, adopted or promulgated, and the County further expressly reserves the right to terminate this Franchise at any time, in accordance with the procedures stated in Section "XIII" above, in the event that the Grantee's distribution system is not operated or maintained in accordance with such statute, ordinance, rule, or regulation.

XV. FEDERAL REGULATION

Any lawful modification required by amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Franchise as of the date such modifications become obligatory under FCC regulations, or in the event no obligatory date is established, within one (1) year of adoption or at the time of Franchise renewal, whichever occurs first.

XVI. ACTS OF GOD

The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts that are solely the result of an Act of God or similar circumstance, power outages, or other events reasonably beyond its ability to control.

XVII. SEVERABILITY

If any section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

XVIII. COMPLAINT PROCEDURES

The Grantee agrees to maintain a local business office which subscribers may telephone during regular business hours without incurring added message or toll charges so that service shall be promptly available. The Grantee agrees to notify each subscriber, at the time of initial subscription to the Grantee's service, of the procedures for reporting and resolving such complaints.

XIX. ACCEPTANCE BY GRANTEE

Written acceptance by the Grantee of the Franchise granted herein and all provisions, conditions, covenants, and requirements contained in this order and agreement shall be indicated by endorsement by the Grantee where indicated herein below, and a copy of this order and agreement so endorsed by the Grantee shall be filed with the Clerk of the Board of County Commissioners of Benton County within thirty (30) days from the date of acceptance by the Board. Such filing of the endorsed order and agreement within the period above specified shall be a condition precedent to this Franchise taking effect, and unless this order and agreement is accepted and filed within such time, it shall be null and void.

XX. TERM

This nonexclusive Franchise agreement shall be in full force and effect upon execution and shall expire May 31st,2030.

XXI. GRANTEE'S ADDRESS

Information for the Grantee is:

- Pat Tolman
- P.O. Box 2308
  Tri-Cities WA 99302

- Phone: (509) 820-3234
- E-mail: jrasmussen@agrinw.com

Any notification required to be given to the Grantee may be given to the address above stated, provided that the Grantee may from time to time notify Benton County in writing of address to which notifications are to be sent.

FOR GRANTEE:

Pat Tolman

Date 4/14/21

APPROVED AS TO FORM:

Benton County Deputy Prosecuting Attorney

Date 3/4/21

FOR BENTON COUNTY, WASHINGTON.

Chairman

Chairman Pro-Tem

Member

Constituting the Board of County Commissioners, Benton County, Washington.

ATTEST:

Clerk of the Board

Date

EXHIBIT A

All unincorporated areas of Benton County

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 04, 2021
Subject:	Sign Construction Plans and grant Permission to advertise Dallas Road Bike Path Project
Presenter:	N/A
Prepared By:	Ryan McClure
Reviewed By:	Doug D'Hondt

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☒ Sign Letter / Document	☐ Pass Ordinance
		☐ Execute Contract

Summary / Background Information

It is the intention of the Board to construct bicycle pathways adjacent to Dallas Road, connecting Richland City Limits to Arena Road. A bid package has been prepared by staff, approved by the Prosecuting Attorney's office and signed by the Engineer.

Fiscal Impact

None.

Recommendation

The County Engineer recommends that the Board sign the title page of the construction plans and formally grant permission to go to advertisement and proceed with the project.

Suggested Motion

Consent agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF COUNTY ROADS RE: APPROVAL OF CONSTRUCTION PLANS AND AUTHORIZATION TO PROCEED WITH THE ADVERTISEMENT AND BID PROCESS FOR C.E. 2102 CRP – DALLAS ROAD BIKE PATH PROJECT

WHEREAS, it is the intention of the Board of County Commissioners to construct bicycle pathways adjacent to Dallas Road, connecting Richland City Limits to Arena Road; and

WHEREAS, a bid packet (No. CB 21-05) was prepared by Benton County Public Works staff and submitted to the Benton County Prosecuting Attorney's office for review and was approved as to form; **NOW THEREFORE,**

BE IT RESOLVED the Plans for C.E. 2102 CRP – Dallas Road Bike Path Project, having been signed by the County Engineer, are hereby approved, and the Chairman is authorized to sign the title page of said Plans on behalf of Benton County; and

BE IT FURTHER RESOLVED that the County Engineer is authorized to proceed with the advertisement and bid process for C.E. 2102 CRP – Dallas Road Bike Path Project.

Dated this 4th day of May, 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member

Attest:_____
Clerk of the Board

Constituting the
Board of County Commissioners
of Benton County, Washington.

Orig.: Public Works R. McClure

CONTRACT PROVISIONS AND PLANS

For Construction of:

Dallas Road Bike Path Project

C.E. 2102 CRP

Federal Aid No: TAP-3509(008)

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 21-05

OFFICE OF THE COUNTY ENGINEER
BENTON COUNTY
(CB NO. 19-05)

CALL FOR BIDS

Sealed bids for C.E. 2102 – DALLAS ROAD BIKE PATH PROJECT, will be received by the Benton County Engineer, Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington until 2:00 p.m., Local Time, Wednesday, May 26, 2021. NO BIDS WILL BE ACCEPTED AFTER THAT DATE AND TIME. Bids are to be opened on Wednesday, May 26, 2021 at 2:00 p.m., Local Time, in the Benton County Public Services Building, 102206 E. Wiser Parkway, Kennewick, Washington. Contractor's Bid Proposal shall include the complete Proposal and proposal bond to be enclosed in a sealed envelope marked, "BID FOR DALLAS ROAD BIKE PATH PROJECT".

All bid proposals shall be accompanied by a bid proposal deposit as a certified check, cashier check or proposal bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Benton County. The Board reserves the right to reject any or all bids and to waive informalities in the bidding. The award of contract, if made, will be approved by the Board of Benton County Commissioners, Benton County, Washington.

"NOTE: This document and the materials enclosed herewith constitute an invitation to submit bid proposals only and do not represent an offer by Benton County or the Benton County Engineer. Bid proposals submitted in response hereto shall constitute offers to contract with Benton County, and only upon the County's acceptance of such offer by bid award as provided herein, shall any contractual relations be created."

Complete digital project bidding documents are available at www.questcdn.com. Interested bidders may view the plans and specifications at no charge by signing up for an account and inputting Quest Project **#7778261** on the websites Projects Search Page. Firms who intend to submit a bid must download the digital plan documents, specifications, contract documents and bid proposal for fifteen dollars ($15.00). Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

The following is applicable to all Benton County projects:

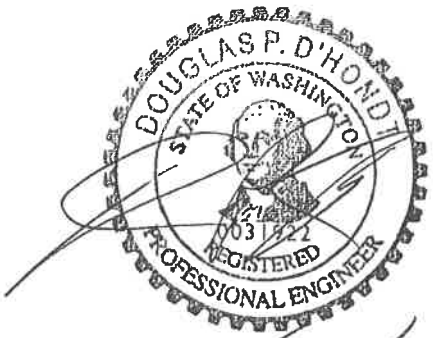
“Benton County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.”

CERTIFICATIONS

DALLAS ROAD BIKE PATH PROJECT
CE 2102 CRP
FED. AID No.: TAP-3509(008)
Bid No. CB 21-05

ENGINEER'S CERTIFICATION:

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my supervision or as a result of certified specifications provided by other licensed professionals.



04/19/21

APPROVED AS TO FORM:

The Call for Bids and Contract Provisions for the construction of CE 2102 CRP – Dallas Road Bike Path Project has been reviewed and approved as to form:

Deputy Prosecuting Attorney

4/15/21
Date

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CONTRACT

CONTRACT (informational)
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PAYMENT BOND (informational)

SPECIAL PROVISIONS

DALLAS ROAD BIKE PATH PROJECT; CE 2102 CRP
BENTON COUNTY, WASHINGTON

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2021 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(March 12, 2014 Benton County GSP)
(******) Project Specific Special Provision

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

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

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995 WSDOT GSP)
This contract will consist of widening the paved shoulders on Dallas Road to include 5 foot bicycle lanes on both sides for approximately 2.02 miles. Construction will consist of grading, placement of top course rock and paving. Appropriate signing and pavement markings will be installed. All work shall be in accordance with the attached Contract Plans, these Contract Provisions, the Standard Specifications, and Standard Plans.

SECTION 1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(January 4, 2016 APWA GSP)

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for "Contract".

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

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

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

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

SECTION 1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders
(January 24, 2011 APWA GSP)
Delete this Section and replace it with the following:

1-02.1, Qualifications of Bidder

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

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)
Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	***2***	Furnished automatically upon award.
Contract Provisions	***2***	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	***1***	Furnished only upon request.

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

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal

(*August 2, 2004 WSDOT GSP*)

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

(December 10, 2020 APWA GSP, Option A)

Supplement this section with the following:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification.

WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful.

The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.

If the Bidder lists a DBE Trucking firm on the DBE Utilization Certification, then the Bidder must also submit a DBE Trucking Credit Form (WSDOT Form 272-058) documenting how the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation Documents, Disadvantaged Business Enterprise Good Faith Effort documentation, DBE Bid Item Breakdown Form and the DBE Trucking Credit Form are included in Section 1-02.9.

1-02.6(1) Recycled Materials Proposal

(January 4, 2016 APWA GSP)

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

1-02.7 Bid Deposit

(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

(March 12, 2014 Benton County GSP)

Revise the second sentence of this to read:

(******)

Cash will not be accepted for a proposal bond (Surety bond).

Supplement this section with the following:

(******)

Bidders wishing to submit a bid deposit in bond form must use the Proposal Bond form included as part of the Proposal packet for this project.

1-02.9 Delivery of Proposal
(October 1, 2020 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

- DBE Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification (WSDOT 272-056)
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

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

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

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

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

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

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals
(October 1, 2020 APWA GSP)

Delete this section and replace it with the following:

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

l. The Bidder fails to submit DBE Trucking Credit Forms, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
n. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
   c. Receipt of Addenda is not acknowledged;
   d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
   e. If Proposal form entries are not made in ink.

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

Delete this section and replace it with the following:

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

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

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

1-02.15 Pre Award Information
(August 14, 2013 APWA GSP)
Revise this section to read:

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

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

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.1(1) Identical Bid Totals

(January 4, 2016 APWA GSP)

Revise this section to read:

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

1-03.3 Execution of Contract
(October 1, 2005 APWA GSP)
Revise this section to read:

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

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

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
    a. Is registered with the Washington State Insurance Commissioner, and
    b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
    a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or

b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

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

1-03.7 Judicial Review

(November 30, 2018 APWA GSP)

Revise this section to read:

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

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SECTION 1-04 SCOPE OF WORK

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

(December 10, 2020 APWA GSP)

Revise the second paragraph to read:

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

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

SECTION 1-05, CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.9 Equipment

Supplement this section with the following:

(******)

MACHINE CONTROL GRADING

General

This specification contains requirements for grading construction utilizing Global Positioning System (GPS) machine control grading techniques and shall be used in conjunction with Section 2-03, Section 2-06, and Section 4-04 of the Standard Specifications.

The Contractor may utilize grading equipment controlled with a GPS machine control system in the construction of all excavation and embankment surfaces including sub-grade and crushed surfacing. The contractor is not required to utilize GPS machine control.

Equipment

All equipment required to accomplish GPS machine control grading shall be provided by the contractor and shall be able to generate end results that meet the Standard Specifications.

Construction

Contracting Agency Responsibilities

1. The Engineer will set the initial horizontal and vertical control points in the field for the project.

2. The Engineer will provide the project specific localized coordinate system, and the control information utilized in establishing the localized coordinate system (specifically the rotation, scaling, and translation) upon written request by the Contractor.

3. The Contracting Agency will provide, by written request from the Contractor, the data listed below in an electronic format.

   The information shown on the plans and/or as staked by the Engineer shall govern over any of the provided electronic data.

   No representations or warranty expressed or implied is made by the Contracting Agency that the electronic data provided to the contractor will be directly compatible with the systems used by the contractor. The Contractor shall perform necessary conversion of the files for their selected grade control equipment.

   The Contracting Agency shall not be held liable for corrupt and/or altered files due to the transfer and/or conversion of the electronic data by the Contractor.

   The files that are provided were originally created with the computer software application CIVIL 3D by Autodesk. The data files may be provided in the native format and other software formats as described below.

   a. Machine Control Surface Model Files:
      - LandXML format

   b. Alignment and Profile Data Files
      - LandXML format

4. The Engineer may perform spot checks of the Contractor's machine control grading results, surveying calculations, records, field procedures, and actual staking. If the Engineer determines that the work is not being performed in a manner that will assure accurate results, the Engineer may order the Contractor to redo such work, to the requirements of the contract documents, at no additional cost to the Contracting Agency.

Contractor's Responsibilities

1. The Contractor shall have, on-site when machine controlled grading work is being done, a GPS rover for the purpose of validating grading operations by the GPS machine control grading system.

2. The contractor shall review and apply the data provided by the Contracting Agency to perform GPS machine control grading.

3. The Contractor shall convert the electronic data provided by the Contracting Agency into a format compatible with their system.

4. The Contractor understands that any manipulation of the electronic data provided by the Contracting Agency shall be taken at their own risk.

5. Should the Contractor create their own calibrated site, the Contractor shall submit all data to the engineer for review prior to the commencement of all GPS machine control grading.

6. The Contractor shall check their GPS machine control system at the beginning of each work day and recalibrate as necessary.

7. The Contractor shall meet the same accuracy requirements as conventional grading construction. The contractor shall ensure GPS machine control grading system accuracy within the following tolerances:

    a. Horizontal; ±0.03 feet

    b. Vertical; ±0.03 feet

8. The Contractor shall bear all costs, including but not limited to the actual cost of reconstruction of work, that may be incurred due to errors in application of GPS machine control grading techniques. Grade elevation errors and associated quantity adjustments resulting from the Contractor's activities shall be at no cost to the Contracting Agency.

Payment

All costs associated with the use of machine control grading equipment are incidental to related items of Work, and no additional payment will be provided.

1-05.11 Final Inspection

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

1-05.11(1) Substantial Completion Date

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

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.
Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

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

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

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

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

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems;

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)
Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

(October 1, 2005 APWA GSP)
Add the following new section:

1-05.16 Water and Power

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

SECTION 1-06 CONTROL OF MATERIAL

(August 6, 2012 WSDOT GSP)
Supplement this section with the following:

Buy America

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

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or $2,500.00, whichever is greater.
American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

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

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

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.

The following are considered to be steel manufacturing processes:

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

    a. Open hearth furnace.

    b. Basic oxygen.

    c. Electric furnace.

    d. Direct reduction.

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

3. Fabrication of the products.

    a. Spinning wire into cable or strand.

    b. Corrugating and rolling into culverts.

    c. Shop fabrication.

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

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

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

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

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

SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

1-07.2 State Taxes

(June 27, 2011 APWA GSP)

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

1-07.2 State Sales Tax

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.
For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

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

1-07.2(3) Services

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

1-07.7 Load Limits

(March 13, 1995 WSDOT GSP)
Supplement this section with the following:

Except for the load limit restrictions specified in Section 1-07.7(2), the Contractor may operate vehicles which exceed the legal gross weight limitations without special permits or payment of additional fees provided such vehicles are employed in the construction and within the limits of this project.

Subparagraph 1 of the second paragraph of Section 1-07.7(1) is deleted.

1-07.9 Wages

1-07.9(1) General

(January 13, 2021 WSDOT GSP)
Supplement this section with the following:

The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20210001.

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

1-07.9(5) Required Documents
(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

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

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

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.

2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

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

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

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

1-07.11 Requirements for Nondiscrimination

(September 3, 2019 WSDOT GSP)

Supplement this section with the following:

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

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

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

Women - Statewide

Timetable	Goal
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:
SMSA Counties:
Spokane, WA 2.8
WA Spokane.
Non-SMSA Counties 3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA
SMSA Counties:
Richland Kennewick, WA 5.4
WA Benton; WA Franklin.
Non-SMSA Counties 3.6
WA Walla Walla.

Yakima, WA:
SMSA Counties:
Yakima, WA 9.7
WA Yakima.
Non-SMSA Counties 7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:
SMSA Counties:
Seattle Everett, WA 7.2
WA King; WA Snohomish.
Tacoma, WA 6.2
WA Pierce.
Non-SMSA Counties 6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

Portland, OR:
SMSA Counties:
Portland, OR-WA 4.5
WA Clark.
Non-SMSA Counties 3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

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

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

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

U.S. Department of Labor
Office of Federal Contract Compliance Programs Pacific Region
Attn: Regional Director
San Francisco Federal Building

90 – 7th Street, Suite 18-300
San Francisco, CA 94103(415) 625-7800 Phone
(415) 625-7799 Fax

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

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

1. As used in these specifications:

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

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

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

    d. Minority includes:

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

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

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

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

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and

timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO

policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for

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

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

    Washington State Dept. of Transportation
    Office of Equal Opportunity
    PO Box 47314
    310 Maple Park Ave. SE
    Olympia WA
    98504-7314
    Ph: 360-705-7090
    Fax: 360-705-6801
    http://www.wsdot.wa.gov/equalopportunity/default.htm

(October 1, 2020 APWA GSP, Option B)

Supplement this section with the following:

Disadvantaged Business Enterprise Participation

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

DBE Abbreviations and Definitions

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

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

Certified Firm Directory – A database of all Minority, Women, and Disadvantaged Business Enterprises currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from DBE firms. The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at: https://omwbe.diversitycompliance.com.

Commercially Useful Function (CUF) – 49 CFR 26.55(c)(1) defines commercially useful function as: "*A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its*

responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors."

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

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

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

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

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

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

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

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

DBE COA Goal
The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: ***11%***

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

DBE participation is only credited upon payment to the DBE.

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

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

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

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

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

When the subcontractor is part of a DBE Commitment, the following apply:

1. If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.

2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal.

3. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

DBE Subcontract and Lower Tier Subcontract Documents
There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE.

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

Force Account Work
When the Bidder elects to utilize force account Work to meet the DBE COA Goal, as demonstrated by listing this force account Work on the DBE Utilization Certification Form, for the purposes of meeting the DBE COA Goal, only 50% of the Proposal amount shall be credited toward the Bidder's Commitment to meet the DBE COA Goal.

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

Temporary Traffic Control
If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment for it's employees (e.g. paddles, hard hats, and vests).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Selection of Successful Bidder/Good Faith Efforts (GFE)
The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA Goal. The Contracting Agency, at any time during the selection process, may request a breakdown of the bid items and amounts that are counted towards the overall contract goal for any of the DBEs listed on the DBE Utilization Certification.

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

1. <u>By meeting the DBE COA Goal</u>

Submission of the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) showing the Bidder has obtained enough DBE participation to meet or exceed the DBE COA Goal, the DBE Bid Item Breakdown and the DBE Trucking Credit Form, if applicable.

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

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

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

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

Good Faith Effort (GFE) Documentation
GFE is evaluated when:

1. Determining award of a Contract that has COA goal,

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

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

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

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

2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where

appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.

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

    a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.

    b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.

5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.

6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

Administrative Reconsideration of GFE Documentation
A Bidder has the right to request reconsideration if the GFE documentation submitted with their Bid was determined to be inadequate.

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.

- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.

- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.

- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.

- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

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

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

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

Procedures between Award and Execution

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

1. 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.

Procedures after Execution

Commercially Useful Function (CUF)

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

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

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

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

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.

- The DBE itself shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.

- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.

- Leased trucks shall display the name and identification number of the DBE.

UDBE/DBE/FSBE Truck Unit Listing Log

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

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

Joint Checking

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

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

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

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

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

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

SCRegionOEO@wsdot.wa.gov

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

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

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

Changes in COA Work Committed to DBE
The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which each is committed unless prior written approval by the Engineer is received by the Contractor. The Contractor shall not be entitled to any payment for work or material completed by the Contractor or subcontractors that was committed to be completed by the COA DBEs in the DBE Utilization Certification form.

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

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

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

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

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

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

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

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

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

- The DBE fails or refuses to execute a written contract.
- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.

- The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.

- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.

- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

- The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.

- The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.

- The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Decertification

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

Consequences of Non-Compliance

Breach of Contract

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

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible.

Notice

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

Sanctions

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

Payment

Compensation for all costs involved with complying with the conditions of this Specification and any other associated DBE requirements is included in payment for the associated Contract items of Work, except otherwise provided in the Specifications.

1-07.12 Federal Agency Inspection

(January 25, 2016 WSDOT GSP)

Required Federal Aid Provisions

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

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

Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT GSP)
Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.
The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Benton PUD
2721 W. 10th Avenue
Kennewick, WA. 99336
Office: 509-582-2175

Badger Mtn. Irrigation District
87525 E. Reata Road
Kennewick, WA 99338
Office: 509-628-0777

Kennewick Irrigation District
2015 S. Ely Street
Kennewick, WA 99337
Office: 509-586-9111

Charter Spectrum
1102 N. Columbia Center Boulevard
Kennewick, WA 99336
Office: 509-295-8715

Frontier Communications
4916 W. Clearwater Avenue
Kennewick, WA. 99336
Office: 509-736-3720

City of Richland Public Works Dept
840 Northgate Drive
Richland, WA 99352
Office: 509-942-7500

West Richland Public Works Dept
3801 W. Van Giesen Street
West Richland, WA 99353
Office: 509-967-5434

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

1-07.18(2) Additional Insured

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

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than *** one (1) *** million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

1-07.23 Construction Under Traffic
(January 2, 2012 WSDOT GSP)

1-07.23(1) Work Zone Clear Zone
Supplement this section with the following:

(February 3, 2020)
Work Zone Clear Zone
The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

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

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

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

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

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

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

Minimum Work Zone Clear Zone Distance

1-07.24 Rights of Way
(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written

release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

SECTION 1-08 PROSECUTION AND PROGRESS

(May 25, 2006 APWA GSP)
Add the following new section:

1-08.0 Preliminary Matters

(OCTOBER 10, 2008 APWA GSP)
Add the following new section:

1-08.0(1) Preconstruction Conference

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

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

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

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

(December 8, 2014 APWA GSP)
Add the following new section:

1-08.0(2) Hours of Work

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the

normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than ****3 working days**** prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved, the day that is not worked during the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting
(December 19, 2019 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

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

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

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

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form

272-065) within 15 calendar days after receipt of every monthly progress payment until every Subcontractor and lower tier Subcontractor's retainage has been released.

The ninth paragraph, beginning with "On all projects, …" is revised to read:

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

1-08.3 General Requirements

1-08.3(2)A Type A Progress Schedule
(March 13, 2012 APWA GSP)
Revise this section to read:

The Contractor shall submit ** 2 ** copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the

Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion
(November 30, 2018 APWA GSP, Option B)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the 15th calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This

requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

g. Property owner releases per Section 1-07.24

(March 13, 1995 WSDOT GSP)
Supplement this section with the following:

This project shall be physically completed within ** **45** ** working days.

SECTION 1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment
(July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

5. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

1-09.2(5) Measurement
(May 2, 2017 APWA GSP)

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

1-09.9 Payments
Supplement this section with the following:

(March 13, 2012 APWA GSP)
Lump sum item breakdowns are not required when the bid price for the lump sum item is less than $20,000.

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

(March 13, 2012 APWA GSP)
The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A

breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

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

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

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

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

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

1-09.9(1) Retainage

(June 27, 2011, WSDOT GSP)

Delete this section, including the title, and replaced with the following:

Vacant

1-09.11(3) Time Limitation and Jurisdiction
(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

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

Revise the third paragraph to read:

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

SECTION 1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 (2) Description
(January 8, 2016 WSDOT GSP)
Supplement this section with the following:

Traffic control plans shall be submitted to the Engineer for review a minimum of three (3) working days prior to the setup of any traffic control devices. The Contractor shall be required to erect, maintain and take down the traffic control devices. Traffic shall be open in both directions on a minimum of one travel lane at all times. All traffic control devices remaining in place during evening hours must be lighted.

1-10.2 Traffic Control Management

1-10.2(1) General
Supplement this section with the following:

(January 3, 2017 WSDOT GSP)
Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

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

1-10.4 Measurement

1-10.4(1) Reinstating Unit Items With Lump Sum Traffic Control
Supplement this section with the following:

(August 2, 2004, WSDOT GSP)
The proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 2
EARTHWORK

SECTION 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description
(March 12, 2014 Benton County GSP)
Supplement this section with the following:

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

*** Within the construction limits as staked. ***

SECTION 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description
(******)
Supplement this section with the following:

This work shall include the removal and disposal of all pavement, mailbox and newspaper box posts, utility valve adjustments and other items indicated on the construction plans and as required to complete the work. This work shall also include approximately 20,915 linear feet of saw cut.

2-02.3 Construction Requirements
Supplement this section with the following:

Mailboxes and newspaper boxes shall be removed from existing posts and salvaged for installation on new mailbox supports

SECTION 2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3(14)C Compacting Earth Embankments
(******)
Supplement this section with the following:

All earth embankments shall be compacted using Method B.

2-03.4 Measurement
(March 13, 1995 WSDOT GSP)
Section 2-03.4 is supplemented with the following:

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract.
If discrepancies are discovered in the ground elevations which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.
Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method utilizing digital terrain modeling techniques.

Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Project Engineer.

2-07 Watering
(March 12, 2014 Benton County GSP)

2-07.1 Description
(******)
Supplement this section with the following:

Dust Control
The Contractor shall, at all times during construction, maintain proper dust control in accordance with the requirements of the Benton County Clean Air Authority. The Contractor is required to have a designated person, responsible for dust control, on the project site at all times during construction hours. In addition, one person shall be available during non-working hours and shall have equipment and manpower available to control dust. Any problems caused by dust from the construction site will be cause for immediate shutdown of all operations except dust control.

DIVISION 3
AGGREGATE PRODUCTION AND ACCEPTANCE

SECTION 3-04 ACCEPTANCE OF AGGREGATE

3-04.1 Description
(******)
The second sentence of the third paragraph is deleted.

Revise the fourth paragraph to read:

All aggregate will be accepted by Nonstatistical Evaluation.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

SECTION 5-04 HOT MIX ASPHALT
(July 18, 2018 APWA GSP)

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 Description
This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

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

5-04.2 Materials
Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4

HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01.
Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & sig-nature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the

processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55◦F	45◦F
0.10 to .20	45◦F	35◦F
More than 0.20	35◦F	35◦F

5-04.3(2) Paving Under Traffic

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

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to

the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The

Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
    a. A mechanical sampling device attached to the HMA plant.
    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and

smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

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

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

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

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless other-wise required by the contract.

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

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

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

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

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

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

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

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

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.

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

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

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

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

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

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer’s recommendations. Furnish a Type 1 Working Drawing of the manufacturer’s product information and recommendations to the Engineer prior to the start of work, including the manufacturer’s recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack.

Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

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

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

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

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

A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

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

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant

for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1”	0.35 feet
HMA Class ¾” and HMA Class ½”	

	wearing course	0.30 feet
	other courses	0.35 feet
HMA Class ⅜”		0.15 feet

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

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

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

   For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%

Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   a. **Aggregates** –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   b. **Asphalt Binder Con**tent – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 800 tons, whichever is less except that the final sublot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the

current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	**Factor "f"**
All aggregate passing: 1½″, 1″, ¾″, ½″, ⅜″ and No.4 sieves	2

All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a sublot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a. The results of the retest will be used for the acceptance of the HMA in place of the original sublot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of $500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist,

backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item “Roadway Core” the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item “Roadway Core” the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a sublot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the sublot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the sublot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction – Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $500

Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A sublot shall be equal to one day's production or 400 tons, whichever is less except that the final sublot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per WSDOT T 738.

The sublot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each sublot, with one test per sublot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing

by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A

minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

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

1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PFi for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

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

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

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

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

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

5-04.3(12)B1 HMA Sawcut and Seal

Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends of the bridge paving joint seals to be placed at the bridge ends, and at interior joints within the bridge deck when and where shown in the Plans. Establish the sawcut alignment points in a manner that they remain functional for use in aligning the sawcut after placing the overlay.

Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application procedure.

Construct the bridge paving joint seal as specified ion the Plans and in accordance with the detail shown in the Standard Plans. Construct the sawcut in accordance with the detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-05.3(8)B and the manufacturer's application procedure.

5-04.3(12)B2 Paved Panel Joint Seal

Construct the paved panel joint seal in accordance with the requirements specified in section 5-04.3(12)B1 and the following requirement:

1. Clean and seal the existing joint between concrete panels in accordance with Section 5-01.3(8) and the details shown in the Standard Plans.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

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

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

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

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

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor’s planing equipment, using an Engineer approved method.

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

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

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

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

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

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

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

Should such metal be identified, promptly notify the Engineer.

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

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

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

5-04.3(14)B1 General

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

1. Intersections:

   a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection

closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

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

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.
3. Haul routes from Supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.
4. Names and locations of HMA Supplier facilities to be used.
5. List of all equipment to be used for paving.
6. List of personnel and associated job classification assigned to each piece of paving equipment.
7. Description (geometric or narrative) of the scheduled sequence of planing and of paving, and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.
8. Names, job titles, and contact information for field, office, and plant supervisory personnel.
9. A copy of the approved Mix Designs.
10. Tonnage of HMA to be placed each day.
11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
   a. The actual times of starting and ending daily operations.
   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
   c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other con-tractors who may operate in the Project Site.
   d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
   e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
   f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed

g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.

h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

a. When to start applying tack and coordinating with paving.

b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.

c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.

e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

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

5-04.3(16) HMA Road Approaches

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

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Preparation of untreated roadway will be measured by the mile once along the centerline of the main line Roadway. No additional measurement will be made for ramps, Auxiliary Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest 0.01 mile.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton, whichever is designated in the Proposal.

Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

Longitudinal joint seals between the HMA and cement concrete pavement will be measured by the linear foot along the line and slope of the completed joint seal.

Planing bituminous pavement will be measured by the square yard.

Temporary pavement marking will be measured by the linear foot as provided in Section 8-23.4.

Water will be measured by the M gallon as provided in Section 2-07.4.

5-04.5 Payment

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

"HMA Cl. ___ PG ___", per ton.

"HMA for Approach Cl. ___ PG ___", per ton.

"HMA for Preleveling Cl. ___ PG ___", per ton.

"HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Preparation of Untreated Roadway", per mile.

The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay for all Work described under 5-04.3(4) , with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. ___ PG ___" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Preparation of Existing Paved Surfaces", per mile.

The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for all Work described under Section 5-04.3(4) with the exception, however, that all costs involved in patching the Roadway prior to placement of HMA shall be included in the unit Contract price per ton for "HMA Cl. ___ PG ___" which was used for patching. If the Proposal does not include a Bid item for "Preparation of Untreated Roadway", the Roadway shall be prepared as specified, but the Work shall be included in the Contract prices of the other items of Work.

"Crack Sealing", by force account.

"Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

"Pavement Repair Excavation Incl. Haul", per square yard.

The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Asphalt for Prime Coat", per ton.

The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

"Prime Coat Agg.", per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

"Asphalt for Fog Seal", per ton.

Payment for “Asphalt for Fog Seal” is described in Section 5-02.5.

“Longitudinal Joint Seal”, per linear foot.

The unit Contract price per linear foot for “Longitudinal Joint Seal” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(12).

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

“Temporary Pavement Marking”, per linear foot.

Payment for “Temporary Pavement Marking” is described in Section 8-23.5.

“Water”, per M gallon.

Payment for “Water” is described in Section 2-07.5.

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04..3(10)D3.

“Roadway Core”, per each.

The Contractor’s costs for all other Work associated with the coring (e.g., traffic control) shall be incidental and included within the unit Bid price per each and no additional payments will be made.

“Cyclic Density Price Adjustment”, by calculation.

“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

SECTION 8-22, PAVEMENT MARKING

8-22.2, Materials
(******)

Supplement this section with the following:

1. Markings material to include 30% glass beads.
2. Paint lines shall be Low VOC (volatile organic compounds) solvent paint.

(January 13, 2021)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 30, 2020, is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10
DELETED

A-50.20
DELETED

A-50.30
DELETED

A-50.40
DELETED

B-90.40
Valve Detail – DELETED

C-1a
DELETED

C-8
Add new Note 5, "5. Type 2 Barrier and Barrier Terminals are allowed in temporary installations only. New Type 2 Barrier and Barrier Terminals are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 2 barrier and Barrier Terminals fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5)."

C-8a
Add new Note 2, “2. Type 4 Barrier and Barrier Transition are allowed in temporary installations only. New Type 4 Barrier and Barrier Transition are not allowed to be fabricated after December 31, 2019. The plan is provided as a means to verify that any Type 4 barrier and Barrier Transition fabricated prior to December 31, 2019 meets the plan requirements and cross-sectional dimensions as specified in Standard Specifications 6-10.3(5).”

C-8b
DELETED

C-8e
DELETED

C-8f
DELETED

C-16a
DELETED

C-20.10
The following table is added:

SLOPE \ EMBANKMENT TABLE (FOR 8’, 9’, 11’ LONG POSTS)		
POST LENGTH	**SLOPE**	**W (FT)**
8-FOOT	1H : 1V OR FLATTER	2.5 MIN.
8-FOOT	2H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
9-FOOT	1.5H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
11-FOOT	1H : 1V OR FLATTER	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

C-20.11
DELETED

C-20.19
DELETED

C-40.16
DELETED

C-40.18
DELETED

C-80.50
DELETED

C-85.14
DELETED

C-85.15
SECTION B detail, the callout reading “ANCHOR BOLT (TYP.) ~ SEE DETAIL, STANDARD PLAN C-8b”, is revised to read “ANCHOR BOLT (TYP.) ~ SEE DETAIL IN PLANS”.

SECTION B detail, the callout reading “ANCHOR PLATE (TYP.) ~ SEE STANDARD PLAN J-8b”, is revised to read “ANCHOR PLATE (TYP.) ~ SEE DETAIL IN PLANS”.

D-2.14
DELETED

D-2.16
DELETED

D-2.18
DELETED

D-2.20
DELETED

D-2.42
DELETED

D-2.44
DELETED

D-2.46
DELETED

D-2.48
DELETED

D-2.82
DELETED

D-2.86
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30
STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls" are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

G-20.10
SIGN INSTALLATION BEHIND TRAFFIC BARRIER detail, dimension callout "3' MIN.", is revised to read "5' MIN.".

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

H-70.30

DELETED

J-10.16
Key Note 14, reads:"Mounting Hole ~ See Standard Plan J-10.30 for mounting Details." Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-10.17
Key Note 16, reads:"Mounting Hole ~ See Standard Plan J-10.?? for mounting Details." Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-10.18
Key Note 12, reads:"Mounting Hole ~ See Standard Plan J-10.20 for mounting Details." Is revised to read:"Mounting Hole ~ See Standard Plan J-10.14 for mounting Details."
General Note 12, reads: "See Standard Plan J-10.30 for pole installation details." Is revised to read: "See Standard Plan J-10.14 for pole installation details."

J-20.26
Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"
Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-28.60
Note 1 "See Standard Plans C-8b and C-85.14 for foundation and anchor bolt details." is revised to read "See contract for anchor bolt details. See Standard Plan C-85.15 for foundation details."

J-40.10
Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36
Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37
Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20
Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-81.10
All references to "Type 170 Controller" are replaced with "Controller".

L-40.10
DELETED

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-60.10-03.....12/23/14
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-60.20-03.....12/23/14
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.30-01.....6/28/18
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.40-00.....8/31/07

A-30.10-00.....11/8/07
A-30.30-01.....6/16/11
A-40.20-04.....1/18/17
A-40.50-02.....12/23/14

B-5.20-03.....9/9/20
B-5.40-02.....1/26/17
B-5.60-02.....1/26/17
B-10.20-02.....3/2/18
B-10.40-01.....1/26/17
B-10.70-01……9/9/20
B-15.20-01.....2/7/12
B-15.40-01.....2/7/12
B-15.60-02.....1/26/17
B-20.20-02.....3/16/12
B-20.40-04.....2/27/18
B-20.60-03.....3/15/12
B-25.20-02.....2/27/18
B-25.60-02.....2/27/18
B-30.05-00……..9/9/20
B-30.10-03.....2/27/18
B-30.15-00……..2/27/18
B-30.20-04.....2/27/18
B-30.30-03.....2/27/18
B-30.40-03.....2/27/18
B-30.50-03.....2/27/18
B-30.60-00……..9/9/20
B-30.70-04.....2/27/18
B-30.80-01.....2/27/18
B-30.90-02.....1/26/17
B-35.20-00.....6/8/06
B-35.40-00.....6/8/06
B-40.20-00.....6/1/06
B-40.40-02.....1/26/17
B-45.20-01.....7/11/17
B-45.40-01.....7/21/17
B-50.20-00.....6/1/06
B-55.20-02.....2/27/18
B-60.20-02.....9/9/20
B-60.40-01.....2/27/18
B-65.20-01.....4/26/12
B-65.40-00.....6/1/06
B-70.20-00.....6/1/06
B-70.60-01.....1/26/17
B-75.20-02.....2/27/18
B-75.50-01.....6/10/08
B-75.60-00.....6/8/06
B-80.20-00.....6/8/06
B-80.40-00.....6/1/06
B-85.10-01.....6/10/08
B-85.20-00.....6/1/06
B-85.30-00.....6/1/06
B-85.40-00.....6/8/06
B-85.50-01.....6/10/08
B-90.10-00…….....6/8/06
B-90.20-00.....6/8/06
B-90.30-00.....6/8/06
B-90.40-01.....1/26/17
B-90.50-00.....6/8/06
B-95.20-01.....2/3/09
B-95.40-01.....6/28/18

C-1.....9/9/20
C-1b.....9/9/20
C-1d.....10/31/03
C-2c.....8/12/19
C-4f.....8/12/19
C-6a.....10/14/09
C-7.....6/16/11
C-7a.....6/16/11
C-8.....2/10/09
C-8a.....7/25/97
C-20.10-06.....9/16/20
C-20.14-04.....8/12/19
C-20.15-02.....6/11/14
C-20.18-03.....8/12/19
C-20.40-07.....8/12/19
C-20.41-02.....8/12/19
C-20.42-05.....7/14/15
C-20.45.02.....8/12/19
C-22.16-07.....9/16/20
C-22.40-08.....9/16/20
C-22.45-05.....9/16/20
C-23.60-04.....7/21/17
C.24.10-02.....8/12/19
C-25.20-06.....7/14/15
C-25.22-05.....7/14/15
C-25.26-04.....8/12/19
C-25.30-00…….6/28/18
C-25.80-05.....8/12/19
C-60.10-01…….9/24/20
C-60.20-00……9/24/20
C-60.30-00……9/24/20
C-60.70-00……9/24/20
C-70.10-02.....9/16/20
C-75.10-02.....9/16/20
C-75.20-02.....9/16/20
C-75.30-02.....9/16/20
C-80.10-02.....9/16/20
C-80.20-01.....6/11/14
C-80.30-01.....6/11/14
C-80.40-01.....6/11/14
C-85.10-00.....4/8/12
C-85.11-01.....9/16/20
C-85.15-01.....6/30/14
C-85.16-01.....6/17/14
C-85-18-01.....6/11/14
C-85.20-01.....6/11/14

D-2.04-00.....11/10/05
D-2.06-01.....1/6/09
D-2.08-00.....11/10/05
D-2.32-00.....11/10/05
D-2.34-01.....1/6/09
D-2.36-03.....6/11/14
D-2.60-00.....11/10/05
D-2.80-00.....11/10/05
D-2.84-00.....11/10/05
D-2.88-00.....11/10/05
D-2.92-00.....11/10/05
D-3.09-00.....5/17/12
D-3.10-01……5/29/13
D-3.11-03……6/11/14
D-6.....6/19/98
D-10.10-01.....12/2/08
D-10.15-01.....12/2/08
D-10.20-01.....8/7/19
D-10.25-01.....8/7/19
D-10.30-00.....7/8/08
D-10.35-00.....7/8/08

D-2.62-00.....11/10/05
D-2.64-01.....1/6/09
D-2.66-00.....11/10/05
D-2.68-00.....11/10/05
D-3.15-02……6/10/13
D-3.16-02……5/29/13
D-3.17-02……5/9/16
D-4.....12/11/98
D-10.40-01.....12/2/08
D-10.45-01.....12/2/08

E-1.....2/21/07
E-2.....5/29/98
E-4.....8/27/03
E-4a.....8/27/03

F-10.12-04.....9/24/20
F-10.16-00.....12/20/06
F-10.18-02.....9/24/20
F-10.40-04.....9/24/20
F-10.42-00.....1/23/07
F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-04.....9/25/20
F-40.12-03.....6/29/16
F-40.14-03.....6/29/16
F-40.15-04.....9/25/20
F-40.16-03.....6/29/16
F-45.10-02.....7/15/16
F-80.10-04.....7/15/16

G-10.10-00.....9/20/07
G-20.10-02.....6/23/15
G-22.10-04.....6/28/18
G-24.10-00.....11/8/07
G-24.20-01.....2/7/12
G-24.30-02.....6/28/18
G-24.40-07.....6/28/18
G-24.50-05.....8/7/19
G-24.60-05.....6/28/18
G-25.10-05.....9/16/20
G-26.10-00……7/31/19
G-30.10-04.....6/23/15
G-50.10-03.....6/28/18
G-90.10-03……7/11/17
G-90.11-00……4/28/16
G-90.20-05……7/11/17
G-90.30-04……7/11/17
G-90.40-02……4/28/16
G-95.10-02.....6/28/18
G-95.20-03.....6/28/18
G-95.30-03.....6/28/18

H-10.10-00.....7/3/08
H-10.15-00.....7/3/08
H-30.10-00.....10/12/07
H-32.10-00.....9/20/07
H-60.10-01.....7/3/08
H-60.20-01.....7/3/08
H-70.10-01.....2/7/12
H-70.20-01.....2/16/12

I-10.10-01.....8/11/09
I-30.10-02.....3/22/13
I-30.15-02.....3/22/13
I-30.16-01.....7/11/19
I-30.17-01.....6/12/19
I-30.20-00.....9/20/07
I-30.30-02.....6/12/19
I-30.40-02.....6/12/19
I-30.60-02.....6/12/19
I-40.10-00.....9/20/07
I-40.20-00.....9/20/07
I-50.20-01.....6/10/13
I-60.10-01.....6/10/13
I-60.20-01.....6/10/13
I-80.10-02.....7/15/16

J-10.....7/18/97
J-10.10-04……9/16/20
J-10.12-00……9/16/20
J-10.14-00……9/16/20
J-10.15-01.....6/11/14
J-10.16-01……9/16/20
J-10.17-01……9/16/20
J-10.18-01……9/16/20
J-10.20-03……9/16/20
J-10.21-01……9/16/20
J-10.22-01.....9/16/20
J-10.25-00……7/11/17
J-12.15-00……6/28/18
J-12.16-00……6/28/18
J-28.40-02.....6/11/14
J-28.42-01.....6/11/14
J-28.43-01.....6/28/18
J-28.45-03.....7/21/16
J-28.50-03.....7/21/16
J-28.60-02.....7/21/16
J-28.70-03.....7/21/17
J-29.10-01.....7/21/16
J-29.15-01.....7/21/16
J-29.16-02.....7/21/16
J-30.10-00…...6/18/15
J-40.05-00……7/21/16
J-40.10-04…...4/28/16
J-40.20-03…...4/28/16
J-60.13-00…...6/16/10
J-60.14-01……7/31/19
J-75.10-02……7/10/15
J-75.20-01……7/10/15
J-75.30-02…….7/10/15
J-75.40-02……6/1/16
J-75.41-01……6/29/16
J-75.45-02……6/1/16
J-80.10-00……6/28/18
J-80.15-00……6/28/18
J-81.10-01……9/16/20
J-86.10-00……6/28/18
J-90.10-03…….6/28/18
J-90.20-03…….6/28/18

J-15.10-01.....6/11/14
J-15.15-02……7/10/15
J-20.10-04.....7/31/19
J-20.11-03.....7/31/19
J-20.15-03.....6/30/14
J-20.16-02.....6/30/14
J-20.20-02.....5/20/13
J-20.26-01.....7/12/12
J-21.10-04.....6/30/14
J-21.15-01.....6/10/13
J-21.16-01.....6/10/13
J-21.17-01.....6/10/13
J-21.20-01.....6/10/13
J-22.15-02.....7/10/15
J-22.16-03.....7/10/15
J-26.10-03…..7/21/16
J-26.15-01…..5/17/12
J-26.20-01…..6/28/18
J-27.10-01…..7/21/16
J-27.15-00…..3/15/12
J-28.10-02.....8/7/19
J-28.22-00.....8/07/07
J-28.24-02.....9/16/20
J-28.26-01.....12/02/08
J-28.30-03.....6/11/14
J-40.30-04……4/28/16
J-40.35-01……5/29/13
J-40.36-02……7/21/17
J-40.37-02……7/21/17
J-40.38-01.....5/20/13
J-40.39-00……5/20/13
J-40.40-02……7/31/19
J-45.36-00……7/21/17
J-50.05-00……7/21/17
J-50.10-01…….7/31/19
J-50.11-02…….7/31/19
J-50.12-02…….8/7/19
J-50.13-00…….8/22/19
J-50.15-01…….7/21/17
J-50.16-01…….3/22/13
J-50.18-00…….8/7/19
J-50.19-00…….8/7/19
J-50.20-00…….6/3/11
J-50.25-00…….6/3/11
J-50.30-00…….6/3/11
J-60.05-01…….7/21/16
J-60.11-00…...5/20/13
J-60.12-00…...5/20/13
J-90.21-02……6/28/18
J-90.50-00……6/28/18

K-70.20-01.....6/1/16
K-80.10-02.....9/25/20
K-80.20-00.....12/20/06
K-80.35-01.....9/16/20
K-80.37-01.....9/16/20

L-10.10-02.....6/21/12
L-20.10-03.....7/14/15
L-30.10-02.....6/11/14
L-40.15-01.....6/16/11
L-40.20-02.....6/21/12
L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-04.....9/25/20
M-1.40-03.....9/25/20
M-1.60-03.....9/25/20
M-1.80-03.....6/3/11
M-2.20-03.....7/10/15
M-2.21-00……7/10/15
M-3.10-04.....9/25/20
M-3.20-03.....9/25/20
M-3.30-04.....9/25/20
M-3.40-04.....9/25/20
M-3.50-03.....9/25/20
M-5.10-03.....9/25/20
M-7.50-01.....1/30/07
M-11.10-03.....8/7/19
M-12.10-02……9/25/20
M-15.10-01.....2/6/07
M-17.10-02.....7/3/08
M-20.10-03.....9/25/20
M-20.20-02.....4/20/15
M-20.30-04.....2/29/16
M-20.40-03.....6/24/14
M-20.50-02.....6/3/11
M-24.20-02.....4/20/15
M-24.40-02.....4/20/15
M-24.60-04.....6/24/14
M-24.65-00……7/11/17
M-40.20-00...10/12/07
M-40.30-01.....7/11/17
M-40.40-00.....9/20/07
M-40.50-00.....9/20/07
M-40.60-00.....9/20/07
M-60.10-01.....6/3/11
M-60.20-02.....6/27/11
M-65.10-02.....5/11/11
M-80.10-01.....6/3/11
M-80.20-00.....6/10/08
M-80.30-00.....6/10/08

M-9.50-02.....6/24/14 M-24.66-00……7/11/17
M-9.60-00……..2/10/09 M-40.10-03.....6/24/14

FEDERAL-AID CONTRACT PROVISIONS

APPENDIX A: FHWA 1273

For Construction of:

Dallas Road Bike Path Project

C.E. 2102 CRP

Federal Aid No: TAP-3509(008)

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 21-05

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.

AMENDMENT
REQUIRED CONTRACT PROVISIONS
(Exclusive of Appalachian Contracts)

FEDERAL-AID CONSTRUCTION CONTRACTS

The Federal–Aid provisions are supplemented with the following:

XII. Cargo Preference Act

1. U.S. Department of Transportation Federal Highway Administration memorandum dated December 11, 2015 requires that all federal-aid highway programs awarded after February 15, 2016 must comply with the Cargo Preference Act and its regulation of 46 CFR 381.7 (a)-(b).

WAGE RATES

APPENDIX B:

FEDERAL WAGE RATES
STATE WAGE RATES
BENEFIT CODE KEY
WASHINGTON L&I POLICY STATEMENT

For Construction of:

Dallas Road Bike Path Project

C.E. 2102 CRP

Federal Aid No: TAP-3509(008)

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 21-05

"General Decision Number: WA20210001 02/26/2021

Superseded General Decision Number: WA20200001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/22/2021
2	02/12/2021
3	**02/26/2021**

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 37.64	16.83
DIVERS TENDERS	$ 43.73	16.83
DIVERS	$ 87.73	16.83
DRYWALL	$ 37.64	16.83
MILLWRIGHTS	$ 38.17	16.83
PILEDRIVERS	$ 38.71	16.83

DEPTH PAY:
50 TO 100 FEET $1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET $1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET $2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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CARP0030-004 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS	$ 46.92	18.02
CARPENTERS ON CREOSOTE MATERIAL	$ 47.02	18.02
CARPENTERS	$ 46.92	18.02
DIVERS TENDER	$ 51.89	18.02
DIVERS	$ 100.78	18.02
MILLWRIGHT AND MACHINE ERECTORS	$ 48.42	18.02
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	$ 47.17	18.02

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

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

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

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

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

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

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

CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1	$ 35.47	16.88
GROUP 2	$ 47.42	18.96
GROUP 3	$ 36.66	16.88
GROUP 4	$ 36.66	16.88
GROUP 5	$ 83.96	16.88
GROUP 6	$ 40.23	16.88
GROUP 7	$ 41.23	16.88
GROUP 8	$ 37.66	16.88
GROUP 9	$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

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

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	$4.00/PER HOUR
ZONE 3	OVER 100 MILES	$6.00/PER HOUR

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

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

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

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

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:
50-100 feet $2.00 per foot
101-150 feet $3.00 per foot
151-220 feet $4.00 per foot
221 feet and deeper $5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:
0-25 feet Free
26-300 feet $1.00 per Foot

SATURATION DIVING:
The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

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

LEVEL D + $.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + $.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + $.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit"".

LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0770-003 06/01/2020

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE MATERIAL	$ 47.02	18.02
CARPENTERS	$ 46.92	18.02
DIVERS TENDER	$ 51.89	18.02
DIVERS	$ 100.78	18.02
MILLWRIGHT AND MACHINE ERECTORS	$ 48.42	18.02
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	$ 47.17	18.02

(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

*** ELEC0046-001 02/21/2021**

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER	**$ 66.90**	**3%+23.66**
ELECTRICIAN	**$ 60.82**	**3%+23.66**

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* ELEC0048-003 01/01/2021

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	$ 50.35	25.48

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 Delorrne Street Atlas USA 2006 plus.

ELEC0048-029 01/01/2021

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	$ 50.35	25.48

ELEC0073-001 07/01/2020

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

	Rates	Fringes
CABLE SPLICER	$ 34.10	16.68
ELECTRICIAN	$ 37.65	19.68

ELEC0076-002 08/31/2020

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

	Rates	Fringes
CABLE SPLICER	$ 53.15	23.81
ELECTRICIAN	$ 48.32	23.67

ELEC0112-005 06/01/2020

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

	Rates	Fringes
CABLE SPLICER	$ 50.45	22.27
ELECTRICIAN	$ 48.05	22.12

ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.23	17.73
ELECTRICIAN	$ 47.95	26.16

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 40.82	17.63
ELECTRICIAN	$ 42.45	21.34

ENGI0302-003 06/01/2020

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A	$ 48.41	22.47
Group 1AA	$ 49.13	22.47
Group 1AAA	$ 49.83	22.47
Group 1	$ 47.70	22.47
Group 2	$ 47.08	22.47
Group 3	$ 46.55	22.47
Group 4	$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - $1.00
Zone 3 (Over 45 radius miles) - $1.30

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible 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 07/01/2019

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	$ 28.46	17.25
GROUP 2	$ 28.78	17.25
GROUP 3	$ 29.39	17.25
GROUP 4	$ 29.55	17.25
GROUP 5	$ 29.71	17.25
GROUP 6	$ 29.99	17.25
GROUP 7	$ 30.26	17.25
GROUP 8	$ 31.36	17.25

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, Saginau 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 Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

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

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

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

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

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

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

ENGI0612-001 06/01/2020

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 49.50	22.47
GROUP 1AA	$ 50.22	22.47
GROUP 1AAA	$ 50.94	22.47
GROUP 1	$ 48.77	22.47
GROUP 2	$ 48.15	22.47
GROUP 3	$ 47.60	22.47
GROUP 4	$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: 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 elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0612-012 06/01/2020

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 48.41	22.47
GROUP 1AA	$ 49.13	22.47
GROUP 1AAA	$ 49.83	22.47
GROUP 1	$ 47.70	22.47
GROUP 2	$ 47.08	22.47
GROUP 3	$ 46.55	22.47
GROUP 4	$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: 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

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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.

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H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0701-002 01/01/2018

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

POWER RQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 41.65	14.35
GROUP 1A	$ 43.73	14.35
GROUP 1B	$ 45.82	14.35
GROUP 2	$ 39.74	14.35
GROUP 3	$ 38.59	14.35
GROUP 4	$ 37.51	14.35
GROUP 5	$ 36.27	14.35
GROUP 6	$ 33.05	14.35

Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1
Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A
Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or ""Trimmer""; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

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IRON0014-005 07/01/2020

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

	Rates	Fringes
IRONWORKER	$ 34.59	30.10

IRON0029-002 07/01/2020

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

	Rates	Fringes
IRONWORKER	$ 39.10	29.75

IRON0086-002 07/01/2020

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER	$ 34.59	30.10

IRON0086-004 07/01/2020

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

	Rates	Fringes
IRONWORKER	$ 43.95	31.00

LABO0238-004 06/01/2020

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	$ 26.69	13.65
GROUP 2	$ 28.79	13.65
GROUP 3	$ 29.06	13.65
GROUP 4	$ 29.33	13.65
GROUP 5	$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1	$ 26.69	13.65
GROUP 2	$ 28.79	13.65
GROUP 3	$ 29.06	13.65
GROUP 4	$ 29.33	13.65
GROUP 5	$ 29.61	13.65

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 squeezcrete 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; Aspahlt 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)

LABO0238-006 06/01/2019

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier	$ 27.95	12.90

LABO0242-003 06/01/2020

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 27.78	12.35
GROUP 2A	$ 31.82	12.35
GROUP 3	$ 39.81	12.35
GROUP 4	$ 40.77	12.35
GROUP 5	$ 41.43	12.35
Group 6	$ 41.43	12.35

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2020

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC (EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 27.78	12.44
GROUP 2	$ 31.82	12.44
GROUP 3	$ 39.81	12.44
GROUP 4	$ 40.77	12.44
GROUP 5	$ 41.43	12.44

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0292-008 06/01/2020

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 27.78	12.44
GROUP 2	$ 31.82	12.44
GROUP 3	$ 39.81	12.44
GROUP 4	$ 40.77	12.44
GROUP 5	$ 41.43	12.44

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-001 06/01/2020

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	$ 34.93	12.44
GROUP 2	$ 35.65	12.44
GROUP 3	$ 36.20	12.44
GROUP 4	$ 36.66	12.44
GROUP 5	$ 31.93	12.44
GROUP 6	$ 29.01	12.44
GROUP 7	$ 25.14	12.44

Zone Differential (Add to Zone 1 rates):
Zone 2 $ 0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

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

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

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

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

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

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2020

	Rates	Fringes
Hod Carrier.....	$ 34.93	12.44

LABO0348-003 06/01/2020

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 23.68	12.44
GROUP 2	$ 27.17	12.44
GROUP 3	$ 29.74	12.44
GROUP 4	$ 30.46	12.44
GROUP 5	$ 30.99	12.44

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2020

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

	Rates	Fringes
Painters:		
STRIPERS	$ 31.90	17.23

PAIN0005-004 03/01/2009

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

	Rates	Fringes
PAINTER	$ 20.82	7.44

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* PAIN0005-006 07/01/2018

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

	Rates	Fringes
PAINTER		
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting	$ 30.19	11.71
Over 30'/Swing Stage Work*	$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray	$ 22.94	11.61
Lead Abatement, Asbestos Abatement	$ 21.50	7.98

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

PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller	$ 26.56	13.40
Spray and Sandblasting	$ 26.56	13.40

All high work over 60 ft. = base rate + $0.75

PAIN0055-006 03/01/2020

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER	$ 35.87	13.40

PLAS0072-004 06/01/2020

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	$ 31.30	15.53

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 06/01/2020

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

	Rates	Fringes
CEMENT MASON		
CEMENT MASON	$ 45.80	18.54
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE	$ 46.30	18.54
TROWELING MACHINE OPERATOR ON COMPOSITION	$ 46.30	18.54

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	$ 37.32	18.77
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	$ 36.58	18.77
CEMENT MASONS	$ 35.85	18.77
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	$ 36.58	18.77

Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

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

TEAM0037-002 06/01/2020

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

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1	$ 29.33	16.40
GROUP 2	$ 29.46	16.40
GROUP 3	$ 29.60	16.40
GROUP 4	$ 29.89	16.40
GROUP 5	$ 30.03	16.40
GROUP 6	$ 30.31	16.40
GROUP 7	$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

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

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

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

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* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:	$ 42.88	20.92
GROUP 2:	$ 42.04	20.92
GROUP 3:	$ 39.23	20.92
GROUP 4:	$ 34.26	20.92
GROUP 5:	$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add $1.00 per hour to Zone A rates.

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

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

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

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit.""
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1	$ 23.91	17.40
GROUP 2	$ 26.18	17.40
GROUP 3	$ 26.68	17.40
GROUP 4	$ 27.01	17.40
GROUP 5	$ 27.12	17.40
GROUP 6	$ 27.29	17.40
GROUP 7	$ 27.82	17.40
GROUP 8	$ 28.18	17.40
AREA 2:		
GROUP 1	$ 26.05	17.40
GROUP 2	$ 28.69	17.40
GROUP 3	$ 28.80	17.40
GROUP 4	$ 29.13	17.40
GROUP 5	$ 29.24	17.40
GROUP 6	$ 29.24	17.40
GROUP 7	$ 29.78	17.40
GROUP 8	$ 30.10	17.40

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

BASE POINTS: Spokane, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 05/26/2021

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Benton	Asbestos Abatement Workers	Journey Level	$42.54	5D	1H		View
Benton	Boilermakers	Journey Level	$70.79	5N	1C		View
Benton	Brick Mason	Journey Level	$51.84	5A	1M		View
Benton	Building Service Employees	Janitor	$13.69		1		View
Benton	Building Service Employees	Shampooer	$13.69		1		View
Benton	Building Service Employees	Waxer	$13.69		1		View
Benton	Building Service Employees	Window Cleaner	$13.69		1		View
Benton	Cabinet Makers (In Shop)	Journey Level	$15.51		1		View
Benton	Carpenters	Acoustical Worker	$49.27	7E	4X	8N	View
Benton	Carpenters	Bridge, Dock & Wharf Carpenter	$50.53	7E	4X	8N	View
Benton	Carpenters	Floor Layer & Floor Finisher	$49.27	7E	4X	8N	View
Benton	Carpenters	Form Builder	$49.27	7E	4X	8N	View
Benton	Carpenters	General Carpenter	$49.27	7E	4X	8N	View
Benton	Carpenters	Heavy Construction Carpenter	$54.48	7E	4X	9E	View
Benton	Carpenters	Scaffold/Shoring Erecting & Dismantling	$54.48	7E	4X	8N	View
Benton	Cement Masons	Journey Level	$46.83	7B	1N		View
Benton	Divers & Tenders	Assistant Tender	$56.73	7E	4X		View
Benton	Divers & Tenders	Dive Supervisors	$104.98	7E	4X		View
Benton	Divers & Tenders	Diver	$103.48	7E	4X	8V	View
Benton	Divers & Tenders	Diver on Standby	$60.42	7E	4X		View
Benton	Divers & Tenders	Diver Tender	$59.42	7E	4X		View
Benton	Divers & Tenders	Diving Master	$70.53	7E	4X		View
Benton	Divers & Tenders	Manifold Operator	$59.42	7E	4X		View
Benton	Divers & Tenders	Manifold Operator Mixed Gas	$63.42	7E	4X		View
Benton	Divers & Tenders	Remote Operated Vehicle Operator	$59.42	7E	4X		View
Benton	Divers & Tenders	Remote Operated Vehicle Tender/Technician	$56.73	7E	4X		View
Benton	Divers & Tenders	Surface RCV & ROV Operator	$59.42	7E	4X		View

Benton	Dredge Workers	Assistant Engineer	$70.62	5D	3F		View
Benton	Dredge Workers	Assistant Mate (Deckhand)	$70.07	5D	3F		View
Benton	Dredge Workers	Boatmen	$70.62	5D	3F		View
Benton	Dredge Workers	Engineer Welder	$71.97	5D	3F		View
Benton	Dredge Workers	Leverman, Hydraulic	$73.41	5D	3F		View
Benton	Dredge Workers	Mates	$70.62	5D	3F		View
Benton	Dredge Workers	Oiler	$70.07	5D	3F		View
Benton	Drywall Applicator	Journey Level	$49.27	7E	4X	8N	View
Benton	Drywall Tapers	Journey Level	$44.38	7E	1P		View
Benton	Electrical Fixture Maintenance Workers	Journey Level	$34.23		1		View
Benton	Electricians - Inside	Cable Splicer	$73.13	5A	1E		View
Benton	Electricians - Inside	Journey Level	$70.64	5A	1E		View
Benton	Electricians - Inside	Welder	$75.60	5A	1E		View
Benton	Electricians - Motor Shop	Craftsman	$15.37		1		View
Benton	Electricians - Motor Shop	Journey Level	$14.69		1		View
Benton	Electricians - Powerline Construction	Cable Splicer	$82.39	5A	4D		View
Benton	Electricians - Powerline Construction	Certified Line Welder	$75.64	5A	4D		View
Benton	Electricians - Powerline Construction	Groundperson	$49.17	5A	4D		View
Benton	Electricians - Powerline Construction	Heavy Line Equipment Operator	$75.64	5A	4D		View
Benton	Electricians - Powerline Construction	Journey Level Lineperson	$75.64	5A	4D		View
Benton	Electricians - Powerline Construction	Line Equipment Operator	$64.54	5A	4D		View
Benton	Electricians - Powerline Construction	Meter Installer	$49.17	5A	4D	8W	View
Benton	Electricians - Powerline Construction	Pole Sprayer	$75.64	5A	4D		View
Benton	Electricians - Powerline Construction	Powderperson	$56.49	5A	4D		View
Benton	Electronic Technicians	Journey Level	$46.20	5I	1B		View
Benton	Elevator Constructors	Mechanic	$100.51	7D	4A		View
Benton	Elevator Constructors	Mechanic In Charge	$108.53	7D	4A		View
Benton	Fabricated Precast Concrete Products	Journey Level	$13.69		1		View
Benton	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$13.69		1		View
Benton	Fence Erectors	Fence Erector	$42.54	7B	1M	8Z	View
Benton	Fence Erectors	Fence Erector	$42.54	7B	1M	8Z	View
Benton	Flaggers	Journey Level	$40.44	7B	1M	8Z	View
Benton	Glaziers	Journey Level	$34.56	7L	4L		View
Benton	Heat & Frost Insulators And Asbestos Workers	Journey Level	$55.24	5K	1U		View
Benton	Heating Equipment Mechanics	Journey Level	$66.06	5A	1X		View
Benton	Hod Carriers & Mason Tenders	Journey Level	$43.39	7B	1M	8Z	View
Benton	Industrial Power Vacuum	Journey Level	$13.69		1		View

	Cleaner						
Benton	Inland Boatmen	Journey Level	$13.69		1		View
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	$13.69		1		View
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$13.69		1		View
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$13.69		1		View
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$13.69		1		View
Benton	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$13.69		1		View
Benton	Insulation Applicators	Journey Level	$49.27	7E	4X	8N	View
Benton	Ironworkers	Journeyman	$64.91	7N	1O		View
Benton	Laborers	Air And Hydraulic Track Drill	$43.08	7B	1M	8Z	View
Benton	Laborers	Asphalt Raker	$43.08	7B	1M	8Z	View
Benton	Laborers	Asphalt Roller, Walking	$42.81	7B	1M	8Z	View
Benton	Laborers	Brick Pavers	$42.54	7B	1M	8Z	View
Benton	Laborers	Brush Hog Feeder	$42.54	7B	1M	8Z	View
Benton	Laborers	Brush Machine	$43.08	7B	1M	8Z	View
Benton	Laborers	Caisson Worker, Free AIr	$43.08	7B	1M	8Z	View
Benton	Laborers	Carpenter Tender	$42.54	7B	1M	8Z	View
Benton	Laborers	Cement Finisher Tender	$42.81	7B	1M	8Z	View
Benton	Laborers	Cement Handler	$42.54	7B	1M	8Z	View
Benton	Laborers	Chain Saw Operator & Faller	$43.08	7B	1M	8Z	View
Benton	Laborers	Clean-up Laborer	$42.54	7B	1M	8Z	View
Benton	Laborers	Compaction Equipment	$42.81	7B	1M	8Z	View
Benton	Laborers	Concrete Crewman	$42.54	7B	1M	8Z	View
Benton	Laborers	Concrete Saw, Walking	$42.81	7B	1M	8Z	View
Benton	Laborers	Concrete Signalman	$42.54	7B	1M	8Z	View
Benton	Laborers	Concrete Stack	$43.08	7B	1M	8Z	View
Benton	Laborers	Confined Space Attendant	$42.54	7B	1M	8Z	View
Benton	Laborers	Crusher Feeder	$42.54	7B	1M	8Z	View
Benton	Laborers	Demolition	$42.54	7B	1M	8Z	View
Benton	Laborers	Demolition Torch	$42.81	7B	1M	8Z	View
Benton	Laborers	Dope Pot Fireman, Non-mechanical	$42.81	7B	1M	8Z	View
Benton	Laborers	Driller Helper (when Required To Move & Position Machine)	$42.81	7B	1M	8Z	View
Benton	Laborers	Drills With Dual Masts	$43.36	7B	1M	8Z	View
Benton	Laborers	Dry Stack Walls	$42.54	7B	1M	8Z	View
Benton	Laborers	Dumpman	$42.54	7B	1M	8Z	View
Benton	Laborers	Erosion Control Laborer	$42.54	7B	1M	8Z	View
Benton	Laborers	Final Detail Cleanup (i.e, Dusting, Vacuuming, Window	$40.44	7B	1M	8Z	View

		Cleaning; Not Construction Debris Cleanup)					
Benton	Laborers	Firewatch	$42.54	7B	1M	8Z	View
Benton	Laborers	Form Cleaning Machine Feeder, Stacker	$42.54	7B	1M	8Z	View
Benton	Laborers	Form Setter, Paving	$42.81	7B	1M	8Z	View
Benton	Laborers	General Laborer	$42.54	7B	1M	8Z	View
Benton	Laborers	Grade Checker	$45.07	7B	1M	8Z	View
Benton	Laborers	Grout Machine Header Tender	$42.54	7B	1M	8Z	View
Benton	Laborers	Guard Rail	$42.54	7B	1M	8Z	View
Benton	Laborers	Gunite	$43.08	7B	1M	8Z	View
Benton	Laborers	Hazardous Waste Worker (level A)	$43.36	7B	1M	8Z	View
Benton	Laborers	Hazardous Waste Worker (level B)	$43.08	7B	1M	8Z	View
Benton	Laborers	Hazardous Waste Worker (level C)	$42.81	7B	1M	8Z	View
Benton	Laborers	Hazardous Waste Worker (level D)	$42.54	7B	1M	8Z	View
Benton	Laborers	Hdpe Or Similar Liner Installer	$42.54	7B	1M	8Z	View
Benton	Laborers	High Scaler	$43.08	7B	1M	8Z	View
Benton	Laborers	Jackhammer Operator Miner, Class "b"	$42.81	7B	1M	8Z	View
Benton	Laborers	Laser Beam Operator	$43.08	7B	1M	8Z	View
Benton	Laborers	Miner, Class "a"	$42.54	7B	1M	8Z	View
Benton	Laborers	Miner, Class "c"	$43.08	7B	1M	8Z	View
Benton	Laborers	Miner, Class "d"	$43.36	7B	1M	8Z	View
Benton	Laborers	Monitor Operator, Air Track Or Similar Mounting	$43.08	7B	1M	8Z	View
Benton	Laborers	Mortar Mixer	$43.08	7B	1M	8Z	View
Benton	Laborers	Nipper	$42.54	7B	1M	8Z	View
Benton	Laborers	Nozzleman	$43.08	7B	1M	8Z	View
Benton	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	$42.81	7B	1M	8Z	View
Benton	Laborers	Pavement Breaker, 90 Lbs. & Over	$43.08	7B	1M	8Z	View
Benton	Laborers	Pavement Breaker, Under 90 Lbs.	$42.81	7B	1M	8Z	View
Benton	Laborers	Pipelayer	$43.08	7B	1M	8Z	View
Benton	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate.	$42.81	7B	1M	8Z	View
Benton	Laborers	Pipewrapper	$43.08	7B	1M	8Z	View
Benton	Laborers	Plasterer Tenders	$43.08	7B	1M	8Z	View
Benton	Laborers	Pot Tender	$42.81	7B	1M	8Z	View
Benton	Laborers	Powderman	$44.73	7B	1M	8Z	View
Benton	Laborers	Powederman Helper	$42.81	7B	1M	8Z	View
Benton	Laborers	Power Buggy Operator	$42.81	7B	1M	8Z	View
Benton	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	$42.81	7B	1M	8Z	View
Benton	Laborers	Railroad Equipment, Power	$42.81	7B	1M	8Z	View

		Driven, Except Dual Mobile					
Benton	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	$42.81	7B	1M	8Z	View
Benton	Laborers	Remote Equipment Operator	$43.36	7B	1M	8Z	View
Benton	Laborers	Remote Equipment Operator (i.e Compaction And Demolition)	$42.81	7B	1M	8Z	View
Benton	Laborers	Rigger/signal Person	$42.81	7B	1M	8Z	View
Benton	Laborers	Riprap Person	$42.54	7B	1M	8Z	View
Benton	Laborers	Rodder & Spreader	$42.81	7B	1M	8Z	View
Benton	Laborers	Sandblast Tailhoseman	$42.54	7B	1M	8Z	View
Benton	Laborers	Scaffold Erector, Wood Or Steel	$42.54	7B	1M	8Z	View
Benton	Laborers	Stake Jumper	$42.54	7B	1M	8Z	View
Benton	Laborers	Structural Mover	$42.54	7B	1M	8Z	View
Benton	Laborers	Tailhoseman (water Nozzle)	$42.54	7B	1M	8Z	View
Benton	Laborers	Timber Bucker & Faller (by Hand)	$42.54	7B	1M	8Z	View
Benton	Laborers	Track Laborer (rr)	$42.54	7B	1M	8Z	View
Benton	Laborers	Traffic Control Laborer	$40.44	7B	1M	9D	View
Benton	Laborers	Traffic Control Supervisor	$41.44	7B	1M	9E	View
Benton	Laborers	Trencher, Shawnee	$42.81	7B	1M	8Z	View
Benton	Laborers	Trenchless Technology Technician	$43.08	7B	1M	8Z	View
Benton	Laborers	Truck Loader	$42.54	7B	1M	8Z	View
Benton	Laborers	Tugger Operator	$42.81	7B	1M	8Z	View
Benton	Laborers	Vibrators, All	$43.08	7B	1M	8Z	View
Benton	Laborers	Wagon Drills	$42.81	7B	1M	8Z	View
Benton	Laborers	Water Pipe Liner	$42.81	7B	1M	8Z	View
Benton	Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	$43.36	7B	1M	8Z	View
Benton	Laborers	Well-point Person	$42.54	7B	1M	8Z	View
Benton	Laborers	Wheelbarrow, Power Driven	$42.81	7B	1M	8Z	View
Benton	Laborers - Underground Sewer & Water	General Laborer & Topman	$42.54	7B	1M	8Z	View
Benton	Laborers - Underground Sewer & Water	Pipe Layer	$43.08	7B	1M	8Z	View
Benton	Landscape Construction	Landscape Laborer	$40.44	7B	1M	9D	View
Benton	Landscape Construction	Landscape Operator	$48.95	7B	4W	9A	View
Benton	Landscape Maintenance	Groundskeeper	$13.69		1		View
Benton	Lathers	Journey Level	$49.27	7E	4X	8N	View
Benton	Marble Setters	Journey Level	$51.84	5A	1M		View
Benton	Metal Fabrication (In Shop)	Machine Operator	$13.69		1		View
Benton	Metal Fabrication (In Shop)	Painter	$13.69		1		View
Benton	Metal Fabrication (In Shop)	Welder	$16.70		1		View
Benton	Millwright	Journey Level	$68.90	5A	1B		View
Benton	Modular Buildings	Journey Level	$13.69		1		View
Benton	Painters	Commercial Painter	$38.59	6Z	1W		View

Benton	Painters	Industrial Painter	$45.99	6Z	1W	9D	View
Benton	Pile Driver	General Pile Driver	$50.53	7E	4X	8N	View
Benton	Pile Driver	Heavy Construction Pile Driver	$55.73	7E	4X	9E	View
Benton	Plasterers	Journey Level	$46.51	7K	1N		View
Benton	Playground & Park Equipment Installers	Journey Level	$13.69		1		View
Benton	Plumbers & Pipefitters	Journey Level	$85.00	6Z	1Q		View
Benton	Power Equipment Operators	A-frame Truck (2 Or More Drums)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	A-frame Truck (single Drum)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Asphalt Plant Operator	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Backfillers (cleveland & Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Backhoe (45,000 Gw & Under)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Backhoe (over 110,000 Gw)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Bagley Or Stationary Scraper	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Batch Plant (over 4 Units)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Belt Finishing Machine	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Belt Loader (kocal Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Bending Machine	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Bit Grinders	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	$49.39	7B	4W	9A	View

Benton	Power Equipment Operators	Blower Operator (cement)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Boat Operator	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Bob Cat (skid Steer)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Bolt Threading Machine	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Boom Cats (side)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Boring Machine (earth)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Bump Cutter (wayne, Saginau Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Cableway Controller (dispatcher)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Cableway Operators	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Canal Lining Machine (concrete)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Cement Hog	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Clamshell, Dragline	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators	Compactor (self-propelled With Blade)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Concrete Pump Boon Truck	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Concrete Saw (multiple Cut)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Concrete Slip Form Paver	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$51.26	7B	4W	9A	View
Benton	Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Cranes (25 Tons To And Including 45 Tons), All	$49.39	7B	4W	9A	View

		Attachments Incl. Clamshell, Dragline					
Benton	Power Equipment Operators	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$51.76	7B	4W	9A	View
Benton	Power Equipment Operators	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators	Crusher Feeder	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Deck Engineer	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Deck Hand	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Distributor Leverman	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Ditch Witch Or Similar	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Dope Pots (power Agitated	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Dozer, 834 R/t & Similar	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Drill Doctor	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Driller Licensed	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators	Drillers Helper	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Elevating Belt (holland Type)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Elevator Hoisting Materials	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Fireman & Heater Tender	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Generator Plant Engineers	$48.79	7B	4W	9A	View

		(diesel Or Electric)					
Benton	Power Equipment Operators	Gin Trucks (pipeline)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Grade Checker	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Gunite Combination Mixer & Compressor	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	H.d. Mechanic	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	H.d. Welder	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Heavy Equipment Robotics Operator	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Helicopter Pilot	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators	Helper, Mechanic Or Welder, H.D	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Hoe Ram	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Hoist, Single Drum	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Lime Brain Operator (recycle Train)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators	Locomotive Engineer	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Longitudinal Float	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Master Environmental Maintenance Technician	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Mixer (portable - Concrete)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Mixermobile	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Mobile Crusher Operator (recycle Train)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Mucking Machine	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Multiple Dozer Units With Single Blade	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Paving (dual Drum)	$49.11	7B	4W	9A	View

Benton	Power Equipment Operators	Paving Machine (asphalt And Concrete)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Piledriving Engineers	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Plant Oiler	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Posthole Auger Or Punch	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Power Broom	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Pump (grout Or Jet)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Pumpman	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Quad-track Or Similar Equipment	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Roto Mill (pavement Grinder)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Rotomill Groundsman	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Scrapers, All, Rubber-tired	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Screed Operator	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Shovels (3 Yds. & Over)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Shovels (under 3 Yds.)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Spray Curing Machine (concrete)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Spreader Box (self-propelled)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Spreader Machine	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Steam Cleaner	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Straddle Buggy (ross & Similar	$48.18	7B	4W	9A	View

		On Construction Job Only)					
Benton	Power Equipment Operators	Surface Heater & Planer Machine	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Traverse Finish Machine	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Tug Boat Operator	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Tugger Operator	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators	Turnhead (with Re-screening)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Turnhead Operator	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Vactor Guzzler, Super Sucker	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators	Vacuum Blasting Machine Operator	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators	Welding Machine	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators	Whirleys & Hammerheads, All	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (2 Or More Drums)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	A-frame Truck (single Drum)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operator	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Backfillers (cleveland & Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw & Under)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoe (over 110,000 Gw)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	$49.66	7B	4W	9A	View

Benton	Power Equipment Operators-Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Bagley Or Stationary Scraper	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Batch Plant (over 4 Units)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Belt Finishing Machine	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Belt Loader (kocal Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Bending Machine	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Bit Grinders	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Blower Operator (cement)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Boat Operator	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Bob Cat (skid Steer)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Bolt Threading Machine	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Boom Cats (side)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Boring Machine (earth)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Bump Cutter (wayne, Saginau Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Cableway Controller (dispatcher)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Cableway Operators	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Canal Lining Machine (concrete)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Carrydeck & Boom Truck (under 25 Tons)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-	Cement Hog	$48.18	7B	4W	9A	View

	Underground Sewer & Water						
Benton	Power Equipment Operators-Underground Sewer & Water	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Clamshell, Dragline	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Compactor (self-propelled With Blade)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Pump Boon Truck	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Saw (multiple Cut)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Concrete Slip Form Paver	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Conveyor Aggregate Delivery Systems (c.a.d.)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (100 to 299 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$51.26	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (300 Tons and Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$51.76	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Cranes (86 to 99 Tons) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Crusher Feeder	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Crusher, Grizzle & Screening Plant Operator	$49.39	7B	4W	9A	View

Benton	Power Equipment Operators-Underground Sewer & Water	Curb Extruder (asphalt Or Concrete)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Deck Engineer	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Deck Hand	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (65 Tons & Over)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Derricks & Stifflegs (under 65 Tons)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Distributor Leverman	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Ditch Witch Or Similar	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Dope Pots (power Agitated	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer / Tractors (d-6 & Equivalent & Over)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Dozer, 834 R/t & Similar	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Drill Doctor	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Driller Licensed	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Drillers Helper	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Drills (churn, Core, Calyx Or Diamond)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Belt (holland Type)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Belt-type Loader (euclid, Barber Green & Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Elevating Grader-type Loader (dumor, Adams Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Elevator Hoisting Materials	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Equipment Serviceman, Greaser & Oiler	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Fireman & Heater Tender	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra-life & Similar	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Gin Trucks (pipeline)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-	Grade Checker	$49.11	7B	4W	9A	View

	Underground Sewer & Water						
Benton	Power Equipment Operators-Underground Sewer & Water	Gunite Combination Mixer & Compressor	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	H.d. Mechanic	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	H.d. Welder	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Heavy Equipment Robotics Operator	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Helicopter Pilot	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Hoe Ram	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Hoist, Single Drum	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzleman	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Lime Brain Operator (recycle Train)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Loaders (overhead And Front-end, 10 Yds. & Over)	$50.76	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Locomotive Engineer	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Longitudinal Float	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Master Environmental Maintenance Technician	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Mixer (portable - Concrete)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Mixermobile	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Mobile Crusher Operator (recycle Train)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-	Mucking Machine	$48.79	7B	4W	9A	View

	Underground Sewer & Water						
Benton	Power Equipment Operators-Underground Sewer & Water	Multiple Dozer Units With Single Blade	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker, Hydra-hammer & Similar	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Paving (dual Drum)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Paving Machine (asphalt And Concrete)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Piledriving Engineers	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Plant Oiler	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Posthole Auger Or Punch	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Power Broom	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Pump (grout Or Jet)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Pumpman	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Quad-track Or Similar Equipment	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Power Tamper Operator (self-propelled)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Tamper Jack Operator (self-propelled)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Railroad Track Liner Operator (self-propelled)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (1000 Tons & Over)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Roto Mill (pavement Grinder)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Rotomill Groundsman	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Skidders (r/t With Or Without Attachments)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-	Scrapers, All, Rubber-tired	$49.39	7B	4W	9A	View

	Underground Sewer & Water						
Benton	Power Equipment Operators-Underground Sewer & Water	Screed Operator	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Shovels (3 Yds. & Over)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Shovels (under 3 Yds.)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Signalman (whirleys, Highline, Hammerheads Or Similar)	$49.11	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Spray Curing Machine (concrete)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Spreader Box (self-propelled)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Spreader Machine	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Steam Cleaner	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Surface Heater & Planer Machine	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Traverse Finish Machine	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (7 Ft. Depth & Over)	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Trenching Machines (under 7 Ft. Depth Capacity)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Tug Boat Operator	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Tugger Operator	$48.18	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Turnhead (with Re-screening)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Turnhead Operator	$48.79	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Ultra High Pressure Wateriet Cutting Tool System Operator, (30,000 Psi)	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Vactor Guzzler, Super Sucker	$49.39	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Vacuum Blasting Machine Operator	$49.66	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	$48.95	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Welding Machine	$47.86	7B	4W	9A	View
Benton	Power Equipment Operators-Underground Sewer & Water	Whirleys & Hammerheads, All	$49.66	7B	4W	9A	View

Benton	Power Line Clearance Tree Trimmers	Journey Level In Charge	$55.03	5A	4A		View
Benton	Power Line Clearance Tree Trimmers	Spray Person	$52.24	5A	4A		View
Benton	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$55.03	5A	4A		View
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer	$49.21	5A	4A		View
Benton	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$37.47	5A	4A		View
Benton	Refrigeration & Air Conditioning Mechanics	Journey Level	$85.00	6Z	1Q		View
Benton	Residential Brick Mason	Journey Level	$51.84	5A	1M		View
Benton	Residential Carpenters	Journey Level	$22.73		1		View
Benton	Residential Cement Masons	Journey Level	$46.83	7B	1N		View
Benton	Residential Drywall Applicators	Journey Level	$26.40		1		View
Benton	Residential Drywall Tapers	Journey Level	$42.98		1		View
Benton	Residential Electricians	Journey Level	$35.66	5A	1E		View
Benton	Residential Glaziers	Journey Level	$15.06		1		View
Benton	Residential Insulation Applicators	Journey Level	$20.50		1		View
Benton	Residential Laborers	Journey Level	$22.73		1		View
Benton	Residential Marble Setters	Journey Level	$51.84	5A	1M		View
Benton	Residential Painters	Journey Level	$19.86		1		View
Benton	Residential Plumbers & Pipefitters	Journey Level	$28.62		1		View
Benton	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$19.00		1		View
Benton	Residential Sheet Metal Workers	Journey Level (Field or Shop)	$47.89	5A	1X		View
Benton	Residential Soft Floor Layers	Journey Level	$23.11	5A	1N		View
Benton	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$13.69		1		View
Benton	Residential Stone Masons	Journey Level	$51.84	5A	1M		View
Benton	Residential Terrazzo Workers	Journey Level	$14.86		1		View
Benton	Residential Terrazzo/Tile Finishers	Journey Level	$14.86		1		View
Benton	Residential Tile Setters	Journey Level	$19.41		1		View
Benton	Roofers	Irritable Bituminous Roofer	$44.91	7G	4I		View
Benton	Roofers	Journeyman Roofer, Waterproofer, Kettleman	$41.91	7G	4I		View
Benton	Sheet Metal Workers	Journey Level (Field or Shop)	$66.06	5A	1X		View
Benton	Sign Makers & Installers (Electrical)	Journey Level	$14.65		1		View
Benton	Sign Makers & Installers (Non-Electrical)	Journey Level	$14.65		1		View
Benton	Soft Floor Layers	Journey Level	$51.91	5A	3J		View
Benton	Solar Controls For Windows	Journey Level	$13.69		1		View
Benton	Sprinkler Fitters (Fire Protection)	Journey Level	$60.86	7J	1R		View
Benton	Stage Rigging Mechanics (Non	Journey Level	$13.69		1		View

	Structural)						
Benton	Stone Masons	Journey Level	$51.84	5A	1M		View
Benton	Street And Parking Lot Sweeper Workers	Journey Level	$14.00		1		View
Benton	Surveyors	All Classifications	$24.27	0	1		View
Benton	Telecommunication Technicians	Journey Level	$46.20	5I	1B		View
Benton	Telephone Line Construction - Outside	Cable Splicer	$37.40	5A	2B		View
Benton	Telephone Line Construction - Outside	Hole Digger/Ground Person	$25.04	5A	2B		View
Benton	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$31.22	5A	2B		View
Benton	Telephone Line Construction - Outside	Telephone Lineperson	$35.34	5A	2B		View
Benton	Terrazzo Workers	Journey Level	$43.81	5A	1M		View
Benton	Tile Setters	Journey Level	$43.81	5A	1M		View
Benton	Tile, Marble & Terrazzo Finishers	Journey Level	$35.93	5A	1M		View
Benton	Traffic Control Stripers	Journey Level	$49.13	7A	1K		View
Benton	Truck Drivers	Asphalt Mix Over 20 Yards	$51.70	5D	1V	8M	View
Benton	Truck Drivers	Asphalt Mix To 20 Yards	$51.50	5D	1V	8M	View
Benton	Truck Drivers	Dump Truck	$51.50	5D	1V	8M	View
Benton	Truck Drivers	Dump Truck & Trailer	$51.70	5D	1V	8M	View
Benton	Truck Drivers	Other Trucks	$51.39	5D	1V	8M	View
Benton	Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	$51.70	5D	1V	8M	View
Benton	Truck Drivers - Ready Mix	Transit Mixers over 20 yards	$52.04	5D	1V	8M	View
Benton	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$13.69		1		View
Benton	Well Drillers & Irrigation Pump Installers	Oiler	$13.69		1		View
Benton	Well Drillers & Irrigation Pump Installers	Well Driller	$18.00		1		View

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

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

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

WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator

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

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

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

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

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

	ITEM DESCRIPTION	YES	NO
34.	Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35.	Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36.	Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37.	Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38.	Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39.	Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Specia 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.]

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Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

   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.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

   J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

   After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

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.

Overtime Codes Continued

4. C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:
On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

W. 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.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

   The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

   When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

   When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

   Y. 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. 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.

   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.

   Z. 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. Work performed on Sundays may be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   A. The first ten (10) hours worked on Saturday and all hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

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).

K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).

N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

Holiday Codes Continued

T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).

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

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

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

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

15. F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (8). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

Note Codes Continued

8. T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - $2.00 per foot for each foot over 50 feet. Over 101' to 150' - $3.00 per foot for each foot over 101 feet. Over 151' to 220' - $4.00 per foot for each foot over 220 feet. Over 221' - $5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25’ to 300’ - $1.00 per foot from entrance. 300’ to 600’ - $1.50 per foot beginning at 300’. Over 600’ - $2.00 per foot beginning at 600’.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, and Class D Suit: $0.50. Special Shift Premium: Basic hourly rate plus $2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

Note Codes Continued

8. Z. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

Special Shift Premium: Basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

Special Shift Premium: Basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid $0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130’ to 199’ – $0.50 per hour over their classification rate.
(B) – 200’ to 299’ – $0.80 per hour over their classification rate.
(C) – 300’ and over – $1.00 per hour over their classification rate.

B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

Note Codes Continued

9. D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

STANDARD PLANS

APPENDIX C:

WSDOT:
M-9.50-02, H-70.10-01, H-70.20-01

CITY OF RICHLAND:
U-4, W-9

For Construction of:

Dallas Road Bike Path Project

C.E. 2102 CRP

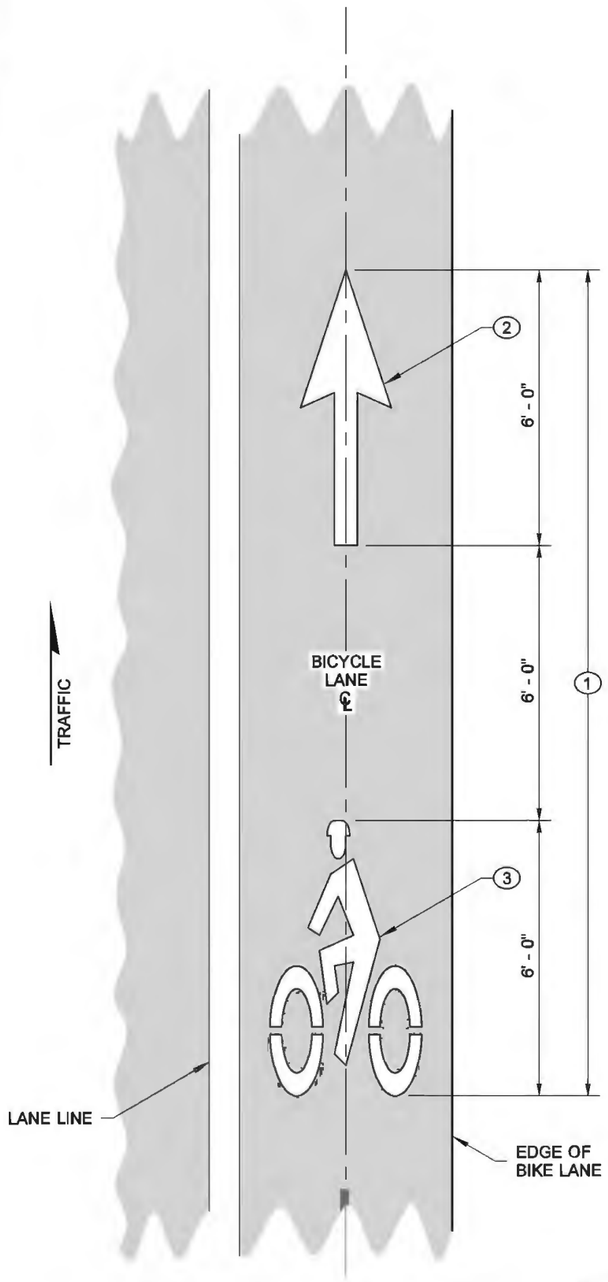
Federal Aid No: TAP-3509(008)

PUBLIC WORKS DEPARTMENT

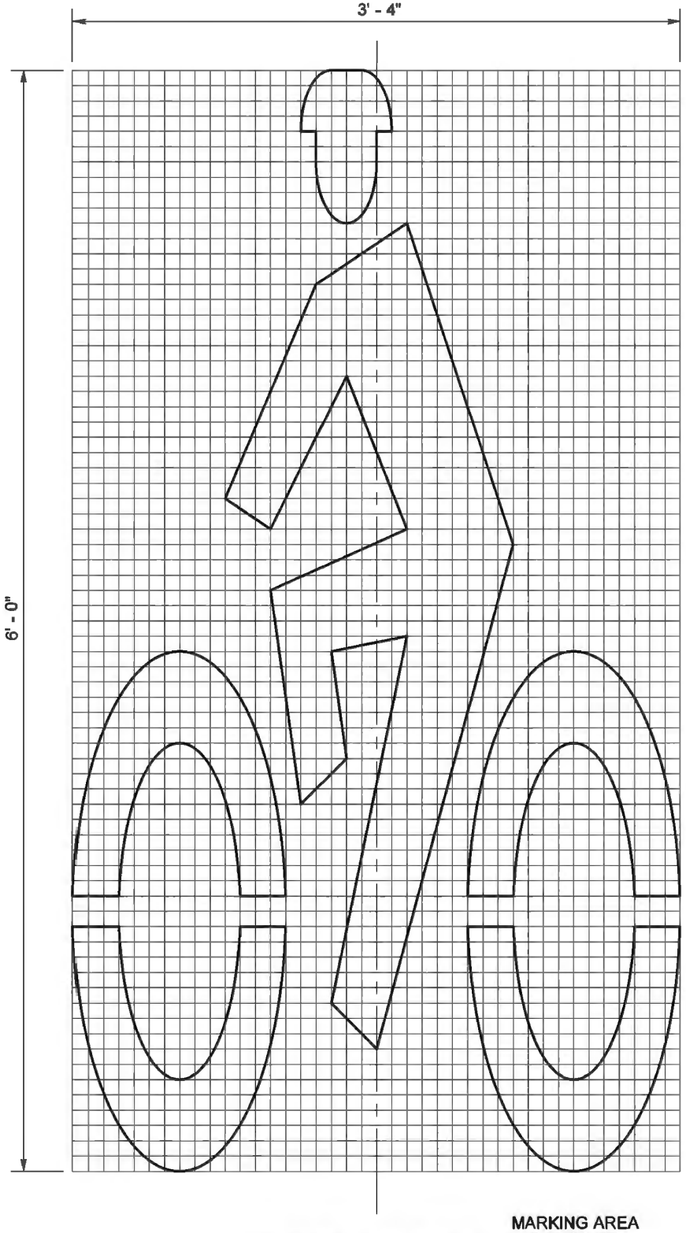
COUNTY OF BENTON WASHINGTON

Bid No. CB 21-05

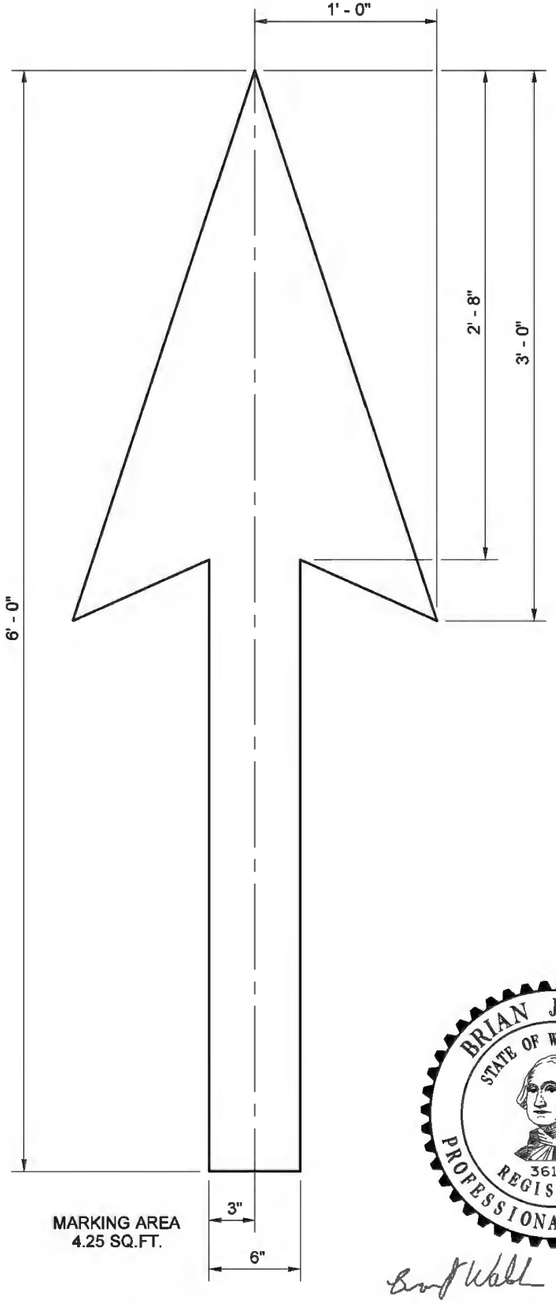
DRAWN BY: MARK SUJKA



BICYCLE LANE SYMBOL LAYOUT



BIKE RIDER SYMBOL DETAIL



BIKE LANE ARROW DETAIL

KEY NOTES

1. Bid Item "Bicycle Lane Symbol" includes Bike Lane Arrow and Bike Rider Symbol.
2. 2' (ft) x 6' (ft) White Bike Lane Arrow.
3. Bike Rider Symbol.

GENERAL NOTE

See Contract for location and material requirements.

BRIAN J. WALSH
STATE OF WASHINGTON
36103
REGISTERED
PROFESSIONAL ENGINEER

Walsh, Brian
Jun 24 2014 1:53 PM

BICYCLE LANE SYMBOL LAYOUT

STANDARD PLAN M-9.50-02

SHEET 1 OF 1 SHEET

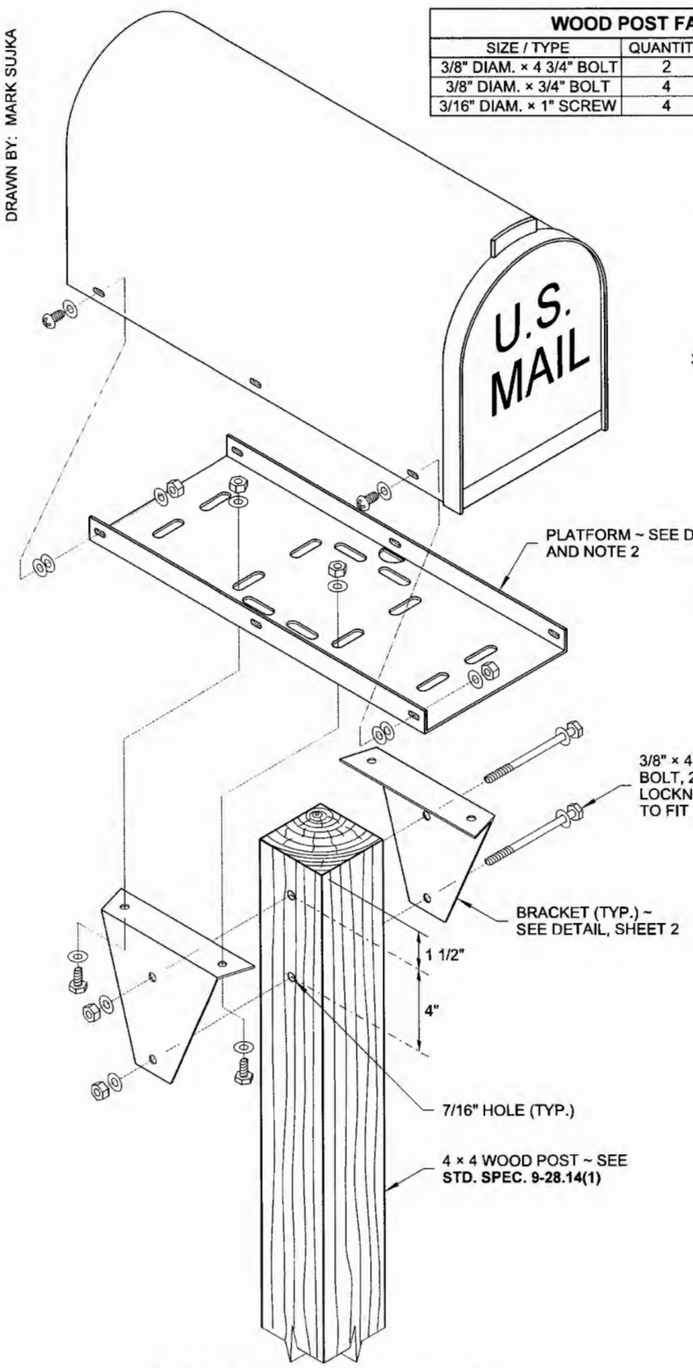
APPROVED FOR PUBLICATION
Bakotich, Pasco
Jun 24 2014 4:42 PM
STATE DESIGN ENGINEER

Washington State Department of Transportation

DRAWN BY: MARK SUJKA

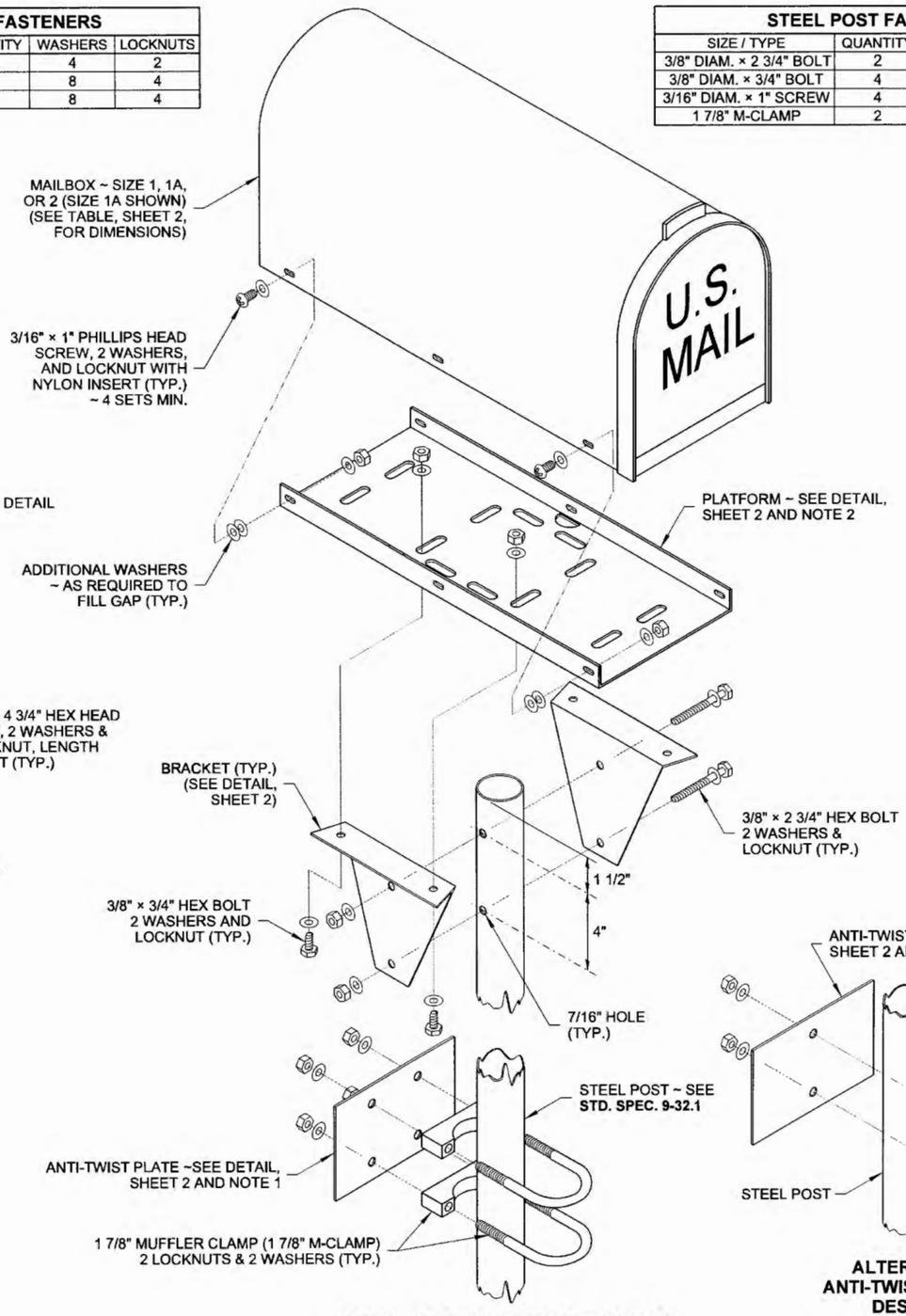
WOOD POST FASTENERS			
SIZE / TYPE	QUANTITY	WASHERS	LOCKNUTS
3/8" DIAM. × 4 3/4" BOLT	2	4	2
3/8" DIAM. × 3/4" BOLT	4	8	4
3/16" DIAM. × 1" SCREW	4	8	4

STEEL POST FASTENERS			
SIZE / TYPE	QUANTITY	WASHERS	LOCKNUTS
3/8" DIAM. × 2 3/4" BOLT	2	4	2
3/8" DIAM. × 3/4" BOLT	4	8	4
3/16" DIAM. × 1" SCREW	4	8	4
1 7/8" M-CLAMP	2	4	4

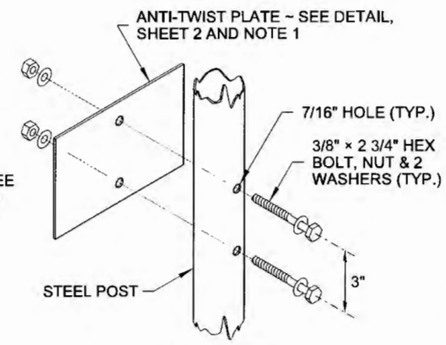


WOOD POST ASSEMBLY DETAIL

SEE **STEEL POST ASSEMBLY DETAIL** FOR SPECIFICATIONS NOT SHOWN



STEEL POST ASSEMBLY DETAIL



ALTERNATE ANTI-TWIST PLATE DESIGN

NOTES

1. A socket and wedge anchoring system that meets the NCHRP 350 crash test criteria may be substituted in lieu of the anti-twist plate designs shown. Anti-twist plates are not required for wood post installations.
2. The platform design shown on this plan features slots that accommodate several types of mailbox supports; only those slots necessary for assembling the type being installed are required. An adjustable platform may be used in lieu of this design, but it must fit the bracket design shown on this plan. Brackets are required for all single-post installations. Field drilling may be necessary.
3. Center the mailbox on the platform to ensure space for the mailbox door to open and to allow space for installing the fasteners (see ALIGNMENT DETAIL, Sheet 2). Spacing of mailbox mounting holes varies among manufacturers. Attachment of the mailbox to the platform may require drilling additional holes through the mailbox to fit the platform.
4. Attach a newspaper box to a steel post with two 1 7/8" Muffler Clamps spaced 4" apart. Field drill 7/16" holes in the newspaper box to fit. Use 2 1/2" × 1/4" lag bolts to attach newspaper boxes to wood posts. Newspaper boxes must not extend beyond the front of the mailbox when the mailbox door is closed.
5. A Type 2 Support **(Standard Plan H-70.20)** is required when 2 or more mailboxes are to be installed on one support.

BAKOTICH, PASCO III
STATE OF WASHINGTON
24557
REGISTERED
PROFESSIONAL ENGINEER
2/7/12

MAILBOX SUPPORT TYPE 1

STANDARD PLAN H-70.10-01

SHEET 1 OF 2 SHEETS

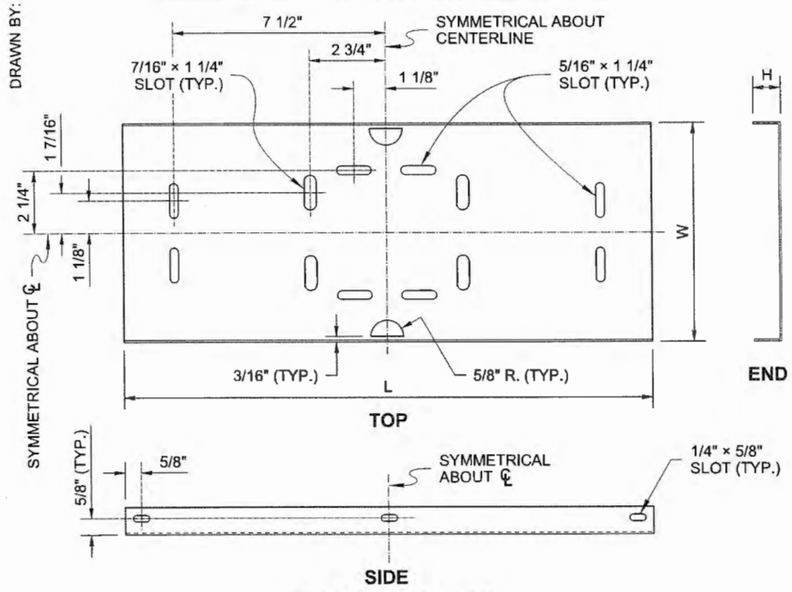
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER — DATE 2/7/12

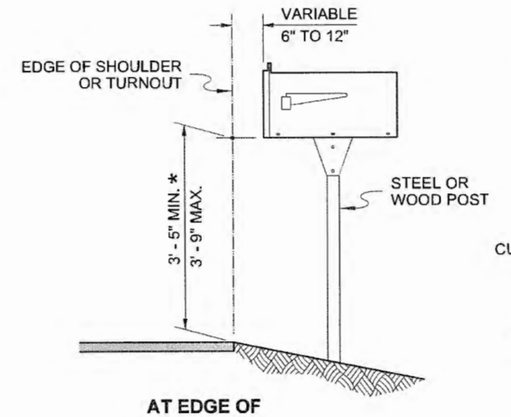
Washington State Department of Transportation

DRAWN BY: MARK SUJKA

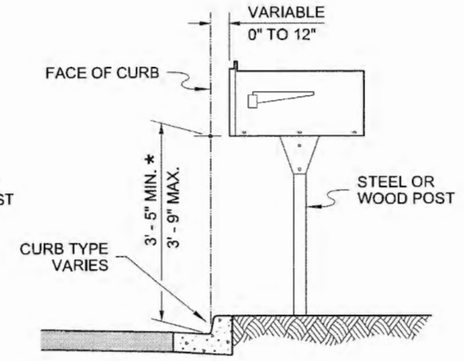
MAILBOX & PLATFORM DIMENSIONS						
SIZE	MAILBOX DIMENSIONS			PLATFORM DIMENSIONS		
	L	W	H	L	W	H
1	19"	6 1/2"	8 1/2"	17"	6"	1"
1A	21"	8"	10 1/2"	19"	7 1/2"	1"
2	24"	11 1/2"	13 1/2"	21"	11"	1"



PLATFORM DETAIL



AT EDGE OF SHOULDER



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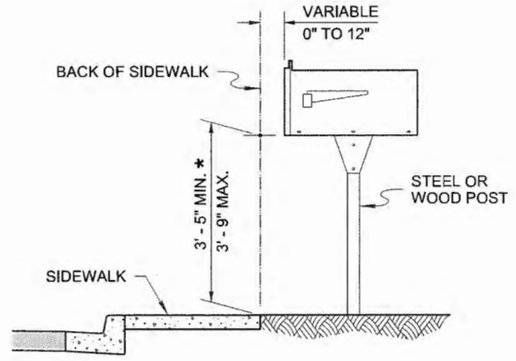
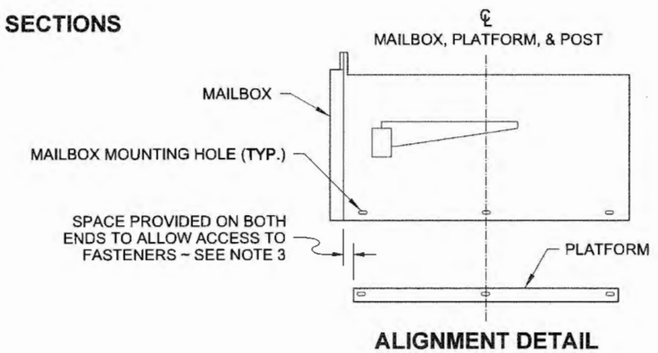


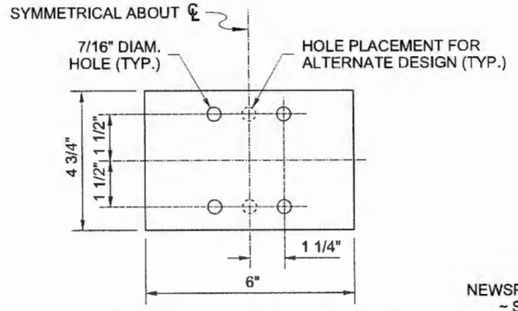
BEHIND SIDEWALK

* UNLESS OTHERWISE SHOWN IN THE PLANS

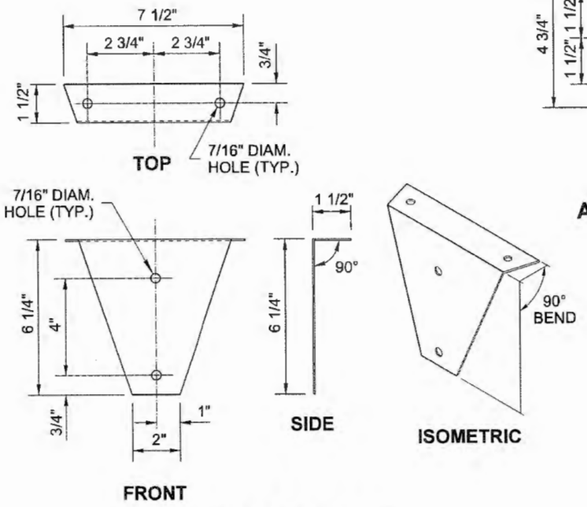
MAILBOX PLACEMENT SECTIONS



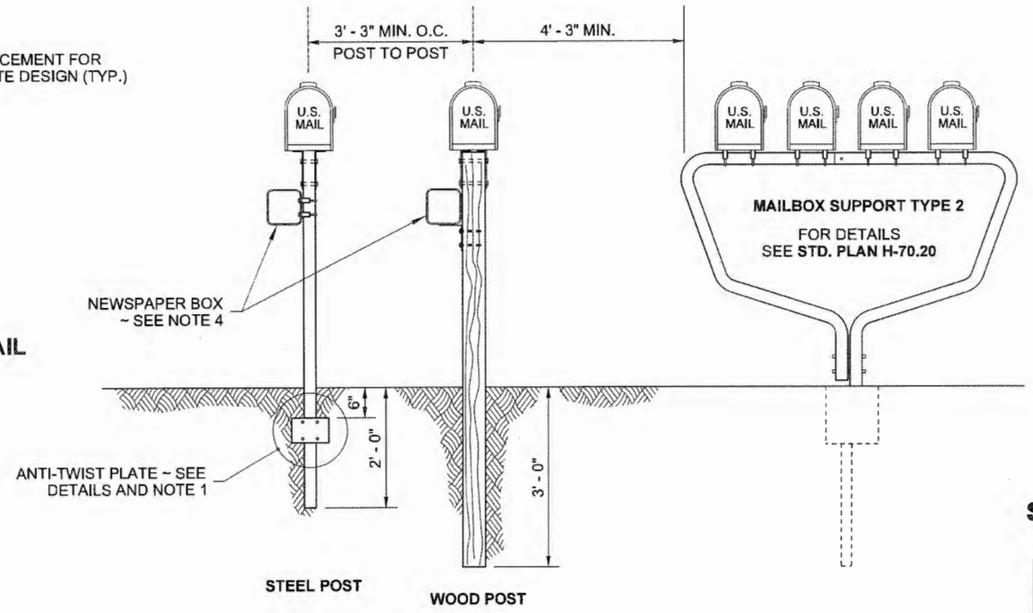
ALIGNMENT DETAIL



ANTI-TWIST PLATE DETAIL



BRACKET DETAIL



POST PLACEMENT DETAIL

BAKOTICH, PASCO III
STATE OF WASHINGTON
24557
REGISTERED
PROFESSIONAL ENGINEER
2/7/12

MAILBOX SUPPORT TYPE 1

STANDARD PLAN H-70.10-01

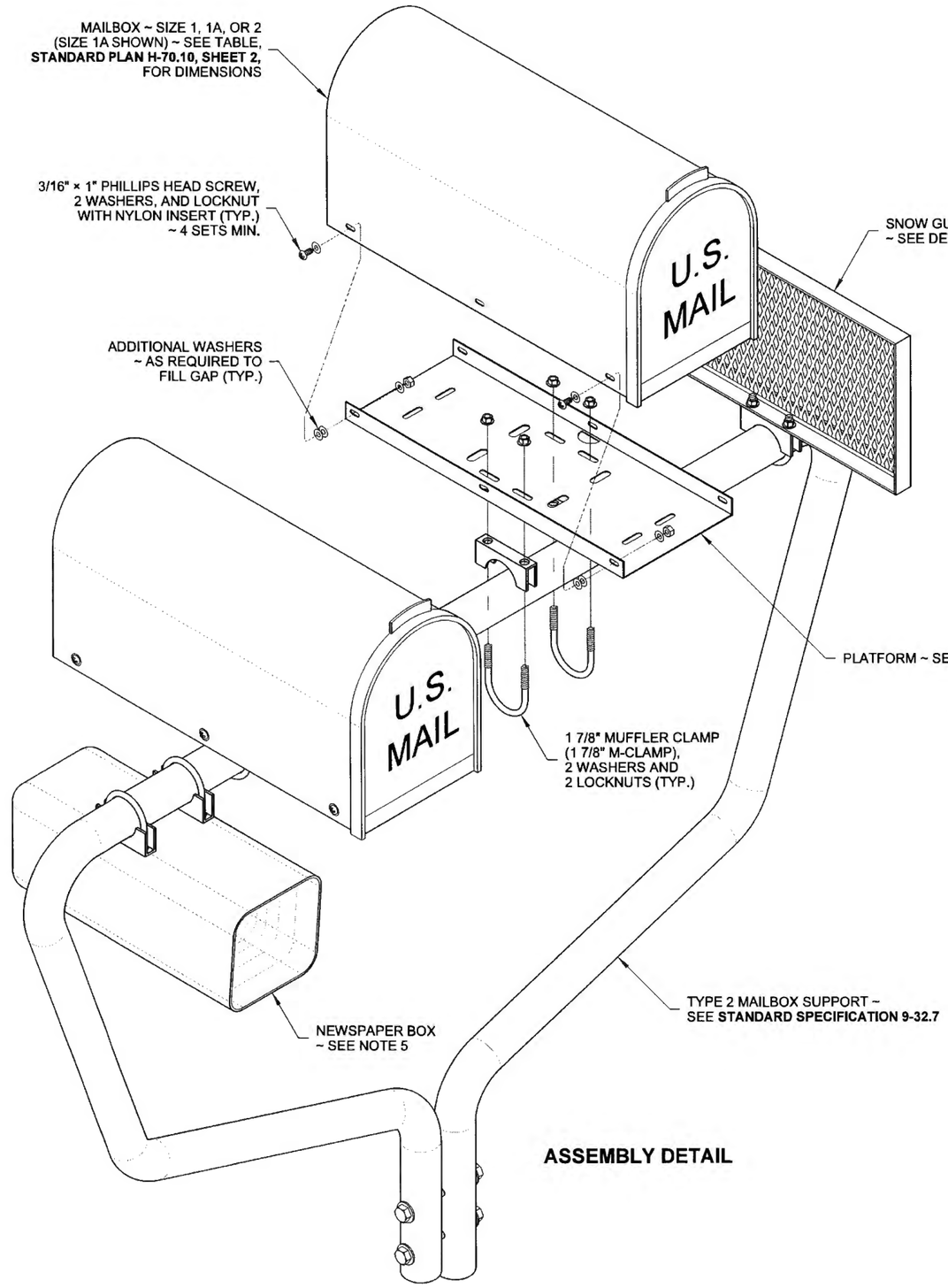
SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER — DATE 2/7/12

Washington State Department of Transportation

DRAWN BY: MARK SUJKA



ASSEMBLY DETAIL

NOTES

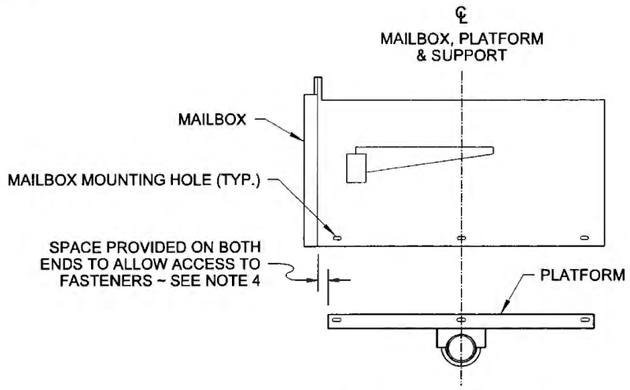
1. The anchoring system shall meet NCHRP 350 crash test criteria. Use a socket and wedge system or the anchoring system supplied by or recommended by the Type 2 Support manufacturer.

2. A maximum of five mailboxes may be installed on a Type 2 Support.

3. The Platform design shown in this plan is detailed in the PLATFORM DETAIL, **Standard Plan H-70.10, Sheet 2**. The design features slots that accomodate several types of mailbox supports; only those slots necessary for assembling the type being installed are required. An adjustable platform may be used in lieu of this platform design. Adjustable platforms must fit the 1 7/8" M-Clamp.

4. Center the mailbox on the platform to ensure space for the mailbox door to open and to allow space for installing the fasteners (see ALIGNMENT DETAIL). Spacing of mailbox mounting holes varies among manufacturers. Attachment of the mailbox to the platform may require drilling additional holes through the mailbox to fit the platform.

5. Attach a newspaper box to a Type 2 Support with two 1 7/8" Muffler Clamps spaced 4" apart. Field drill 7/16" holes in the newspaper box to fit. Newspaper boxes must not extend beyond the front of the mailbox when the mailbox door is closed.



ALIGNMENT DETAIL

SEE NOTE 4

BAKOTICH, PASCO WA
STATE OF WASHINGTON
24557
REGISTERED
PROFESSIONAL ENGINEER
2/16/12

MAILBOX SUPPORT TYPE 2

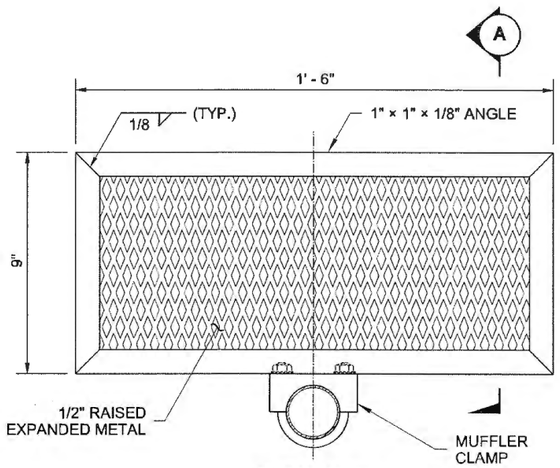
STANDARD PLAN H-70.20-01

SHEET 1 OF 2 SHEETS

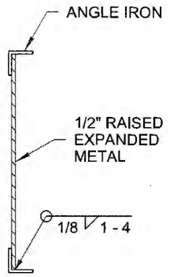
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER — DATE 2/16/12

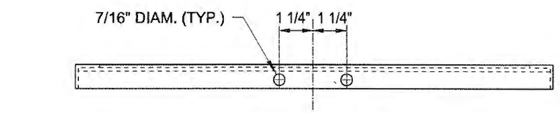
Washington State Department of Transportation



FRONT VIEW

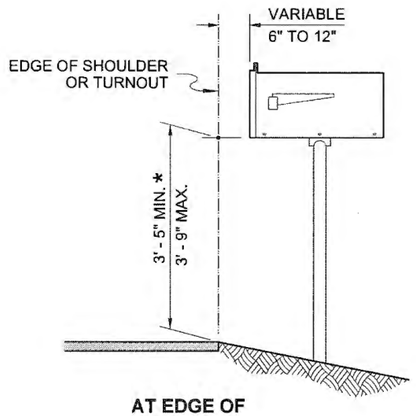


SECTION (A)

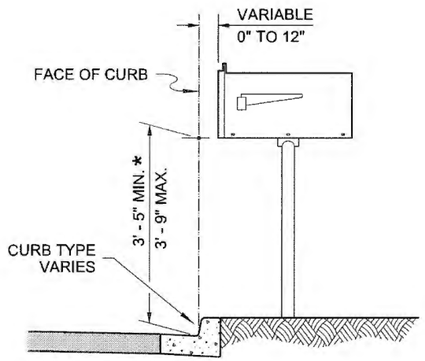


BOTTOM VIEW

SNOW GUARD DETAIL



AT EDGE OF SHOULDER



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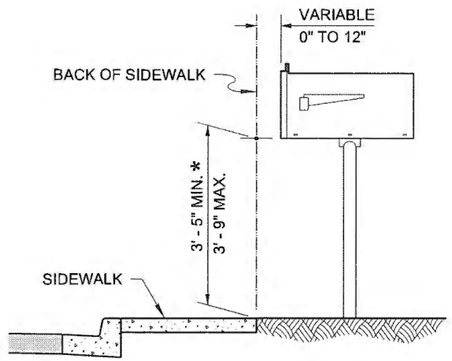
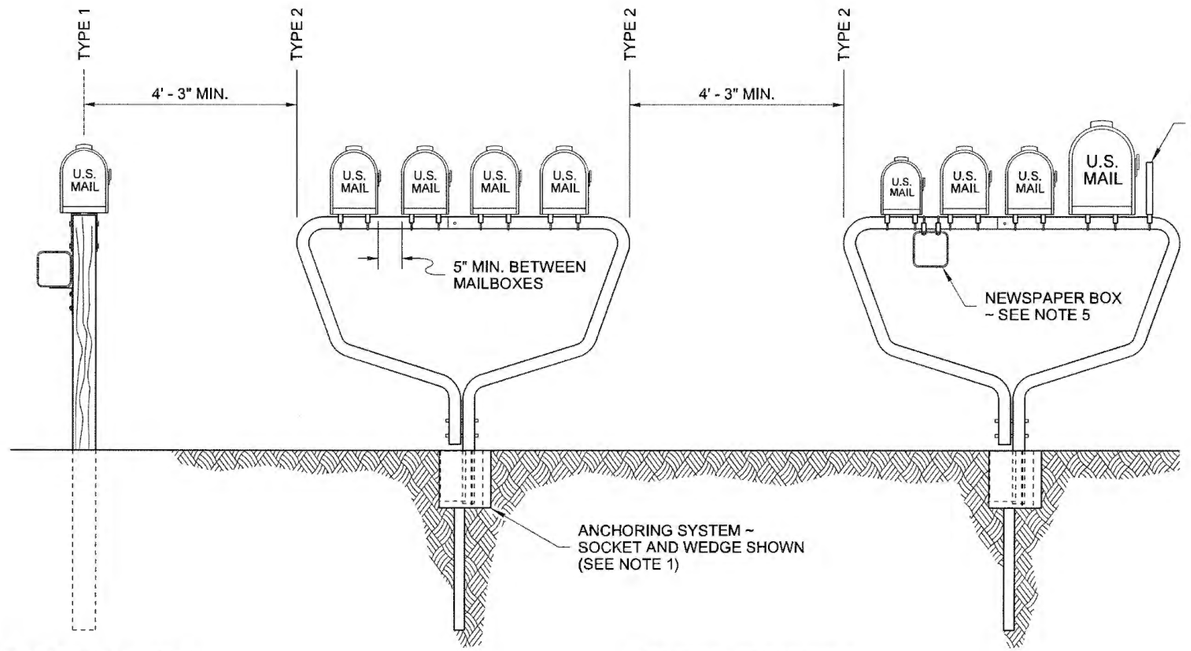


BEHIND SIDEWALK

* UNLESS OTHERWISE SHOWN IN THE PLANS

MAILBOX PLACEMENT SECTIONS



MAILBOX SUPPORT TYPE 1
(WOOD POST SHOWN)

FOR DETAILS,
SEE **STANDARD PLAN I-70.10**

MAILBOX SUPPORTS TYPE 2

SPACING DETAIL

DRAWN BY: MARK SUJKA

BAKOTICH, PASCO III
STATE OF WASHINGTON
24557
REGISTERED
PROFESSIONAL ENGINEER
2/16/12

MAILBOX SUPPORT TYPE 2

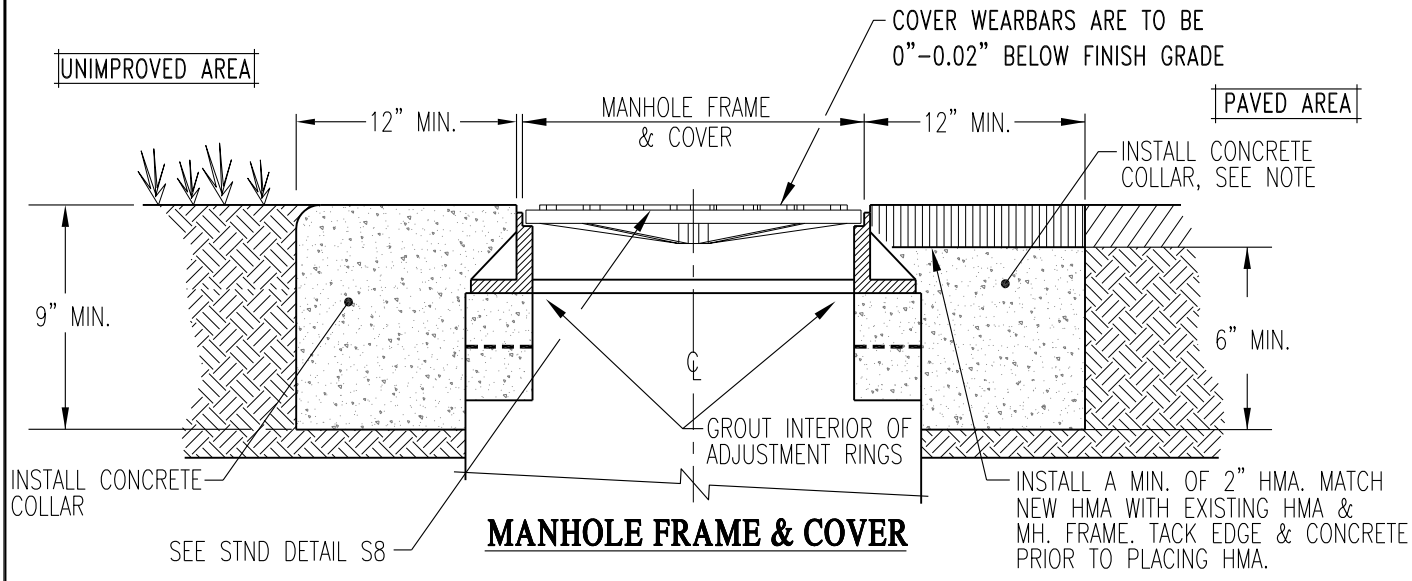
STANDARD PLAN H-70.20-01

SHEET 2 OF 2 SHEETS

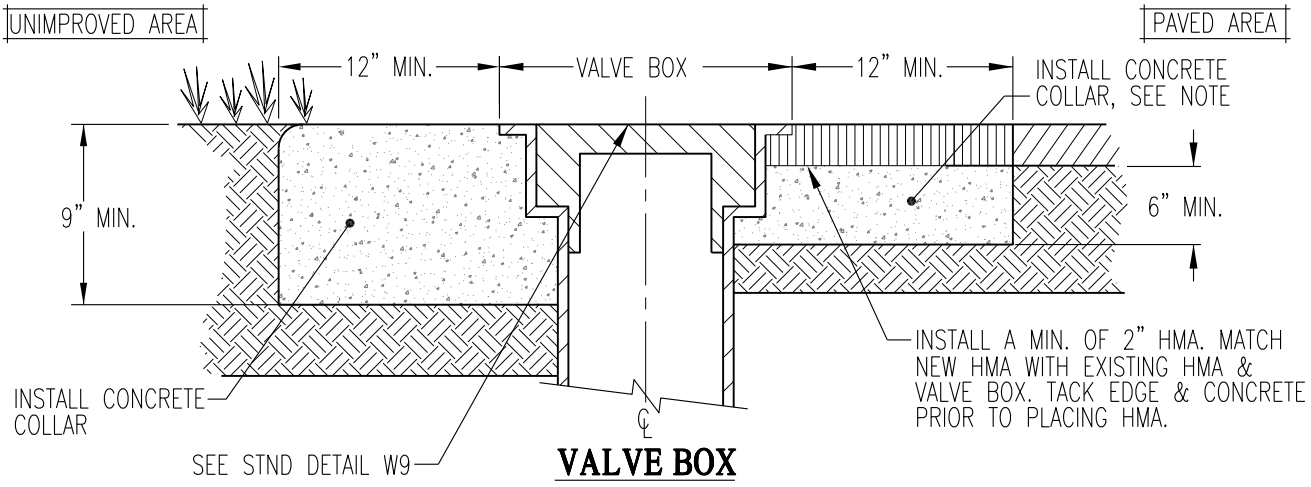
APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER — DATE 2/16/12

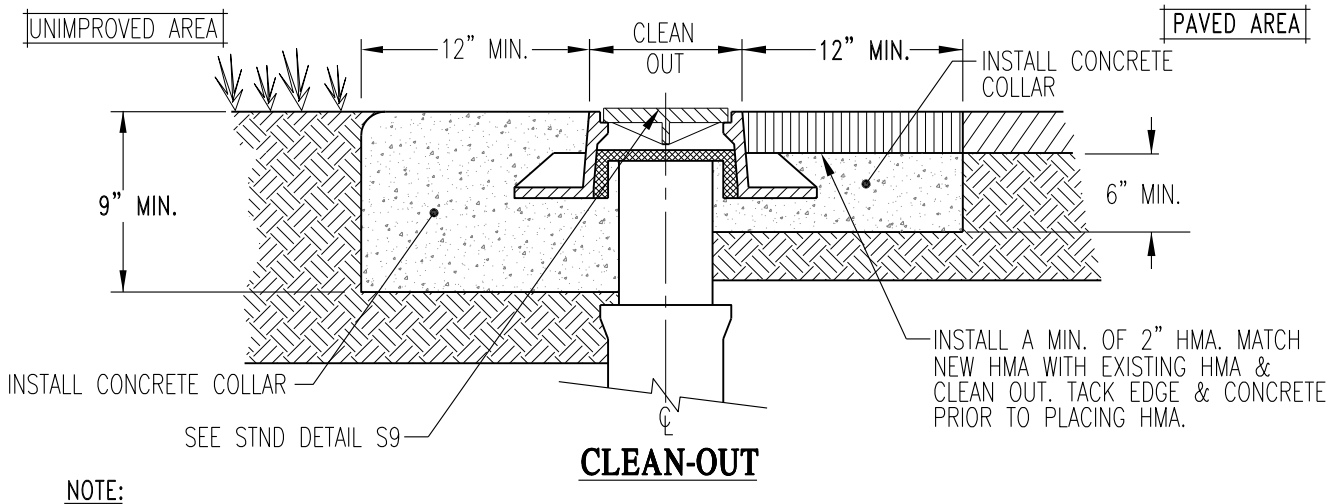
Washington State Department of Transportation



MANHOLE FRAME & COVER



VALVE BOX



CLEAN-OUT

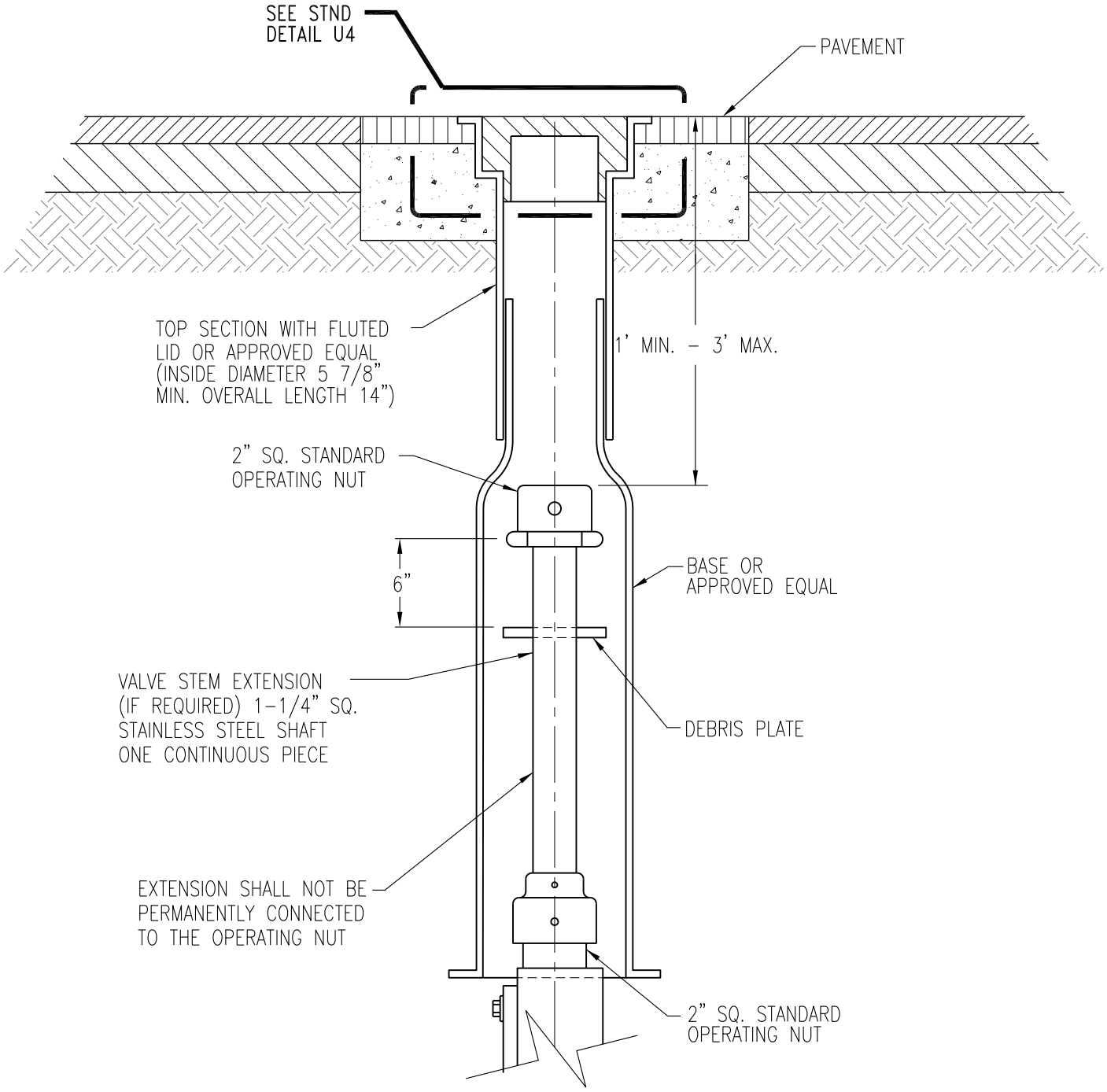
NOTE:

A CIRCULAR OR SQUARE SHAPED CONCRETE COLLAR IS REQUIRED ON ALL INSTALLATIONS. CONCRETE COLLAR SHALL EXTEND A MINIMUM OF 3" BELOW TOP SECTION OF MANHOLE FRAME, COVERING ALL ADJUSTMENT RINGS.

Richland Washington

UTILITY ADJUSTMENTS

PUBLIC WORKS ENGINEERING	
APPR. BY: PKR	DATE: 11.15
DRAWN BY: LD	DWG: U4
CAD FILE: 2012_U4_11_2015	



WATER
VALVE BOX

PUBLIC WORKS ENGINEERING	
APPR. BY: PKR	DATE: 12.2010
DRAWN BY: SC NYBY	DWG: W9
CAD FILE: 2012_W9_12_2010	

PROPOSAL
FOR BIDDING PURPOSES

For Construction of:

Dallas Road Bike Path Project

C.E. 2102 CRP

Federal Aid No: TAP-3509(008)

INCLUDES:
PROPOSAL
PROPOSAL BOND
PROPOSAL FOR INCORPORATING RECYCLED MATERIALS
CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
LOCAL AGENCY CERTIFICATION FOR FEDERAL-AID CONTRACTS
DBE BID ITEM BREAKDOWN FORM (COA)
DBE UTILIZATION CERTIFICATION (COA)
DBE UTILIZATION CERTIFICATION (COA)
DBE WRITTEN CONFIRMATION DOCUMENT (COA)
TRUCKING CREDIT FORM (COA)

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 21-05

PROPOSAL

DALLAS ROAD BIKE PATH PROJECT - C.E. 2102

TO: THE BOARD OF COUNTY COMMISSIONERS
BENTON COUNTY
PROSSER, WASHINGTON 99350

Gentlemen:

The undersigned hereby certifies that the undersigned has examined the location of the public works project outlined in these attached special provisions, specifications, and plans, and has read and thoroughly understands the plans, specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement or as much thereof as can be completed with the money available, in accordance with the said plans, specifications and contract, and the following schedule of rates and prices: **(NOTE: Unit prices for all items, all extensions, and total amount of bid shall be shown. Show unit price and total amounts in figures only.)**

ITEM NO.	APPROX. QUANTITY	UNIT	ITEM DESCRIPTION	PRICE PER UNIT		AMOUNT	
				Dollars	Cts	Dollars	Cts
1	LUMP SUM	L.S.	MOBILIZATION				
2	LUMP SUM	L.S.	CLEARING AND GRUBBING				
3	LUMP SUM	L.S.	REMOVAL OF STRUCTURE AND OBSTRUCTIONS				
4	2,715.00	C.Y.	ROADWAY EXCAVATION INCLUDING HAUL				
5	200.00	C.Y.	EMBANKMENT COMPACTION				
6	3,660.00	TON	1/2 IN. MINUS CRUSHED SURFACING TOP COURSE INCL. HAUL				
7	1,225.00	TON	HMA CLASS 3/8" PG 64-28				
8	9.00	DAY	ESC LEAD				
9	1.00	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL				
10	1.00	L.S.	PERMANENT SIGNING				
11	21,390.00	L.F.	PAINTED WIDE LANE LINE				
12	23.00	L.F.	PAINTED STOP LINE				
13	2.00	EA.	PAINTED BICYCLE LANE SYMBOL				
14	1.00	L.S.	TRIMMING AND CLEANUP				
15	5.00	EA.	MAILBOX SUPPORT TYPE 1				
16	5.00	EA.	MAILBOX SUPPORT TYPE 2				
17	1.00	L.S.	SPCC PLAN				
			TOTAL BID				

The undersigned hereby agrees to pay to labor not less than the hourly minimum rates of wages as set forth in these special provisions.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereby:

Cashier's Check	_____	In the Amount of _____
Certified Check	_____	($_____) Payable to the County Treasurer of Benton County, Washington.
Proposal Bond	_____	In the amount of 5% of the Bid.

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

PUBLIC WORKS TRAINING

The undersigned hereby certifies that the contractor has received L & I training, per RCW 39.04.350, or has completed three or more public works projects and has had a valid business license in Washington for three or more years and therefore are exempt from training.

ASSURANCE OF NON-DISCRIMINATION

The undersigned hereby agrees that he shall comply with Benton County's Non-Discrimination Policy and Plan, which is consistent with Titles VI and VII of the 1964 Civil Rights Act as amended in 1972; Executive Order 11246 as amended by Executive Order 11375; Sections 503 and 504 of the Rehabilitation Act of 1975 and the Age Discrimination in Employment Act of 1967; the 1974 Vietnam Era Veteran Readjustment Assistance Act; and the Washington State Laws Against Discrimination, Chapter 49.60 RCW. The policy reads as follows:

It is the policy of Benton County that no person shall be subjected to discrimination in the County or by its subcontractors because of race, color, national origin, sex, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental or sensory handicap.

NON-COLLUSION DECLARATION

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

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

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

PROPOSAL MUST BE SIGNED

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR'S EMPLOYMENT SECURITY DEPARTMENT NO. _____

FIRM NAME:

_____

_____ _____

SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

_____ _____

SIGNATURE OF AUTHORIZED OFFICIAL (PRINT NAME AND TITLE)

DATED this _____ day of _____, 20_____.

ADDRESS OF BIDDER: _____

PRINCIPAL PLACE OF BUSINESS: _____

TELEPHONE NO.: (____)_____ EMAIL _____

NOTE:

1) This proposal form is not transferable, and any alteration of the firm name entered hereon without prior permission from the Board of County Commissioners will be sufficient cause for considering the proposal irregular and consequent rejection of the bid.
2) Should it be necessary to modify this proposal in writing, please make reference to the project number.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____ of _____

as principal, and the _____, a corporation

duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as surety, are held and firmly bound unto Benton County in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

C.E. 2102 CRP – Dallas Road Bike Path Project.

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

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by Benton County within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be

signed and sealed this _____ day of _____, _____

_____
(Principal)

_____
(Surety)

_____
(Attorney-in-fact)

COUNTY OF BENTON WASHINGTON

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: _____percent.

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

Bidder: _____

Signature: _____

Date: _____

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, May 26th, 2021, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

_____
Bidder's Business Name

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City (where signed) State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

_____

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

_____

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

Local Agency Certification for Federal-Aid Contracts

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

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

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

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

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

Washington State Department of Transportation

Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

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

Column 1 **Name of UDBE** (See Instructions)	Column 2 **Bid Item #** (See Instructions)	Column 3 **Full/Partial** (See Instructions)	Column 4 **Quantity** (See Instructions)	Column 5 **Description** (See Instructions)	Column 6 **Unit Price** (See Instructions)	Column 7 **Total Unit Cost** (See Instructions)	Column 8 **Dollar Amount to be Applied Towards Goal** (See Instructions)
					Subtotal:	$ 0.00	$ 0.00
Name of UDBE	**Bid Item #**	**Full/Partial**	**Quantity**	**Description**	**Unit Price**	**Total Unit Cost**	**Dollar Amount to be Applied Towards Goal**
					Subtotal:	$ 0.00	$ 0.00
Name of UDBE	**Bid Item #**	**Full/Partial**	**Quantity**	**Description**	**Unit Price**	**Total Unit Cost**	**Dollar Amount to be Applied Towards Goal**
					Subtotal:	$ 0.00	$ 0.00
Name of UDBE	**Bid Item #**	**Full/Partial**	**Quantity**	**Description**	**Unit Price**	**Total Unit Cost**	**Dollar Amount to be Applied Towards Goal**
					Subtotal:	$ 0.00	$ 0.00
					TOTAL UDBE Dollar Amount:	$ 0.00	$ 0.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Use Additional Sheets if necessary.

Washington State Department of Transportation

Disadvantaged Business Enterprise Utilization Certification

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

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

Box 2: _____

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

Disadvantaged Business Enterprise Condition of Award Contract Goal _____ Box 3

Total DBE Commitment Dollar Amount _____ Box 4

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

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

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

Box 2: Name of the Project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Washington State Department of Transportation

Disadvantaged Business Enterprise Utilization Certification

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

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

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

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

EXAMPLE

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

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

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

Washington State Department of Transportation

Disadvantaged Business Enterprise (DBE) Written Confirmation Document

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

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

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

PART A: To be completed by the bidder

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

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

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

PART B: To be completed by the Disadvantaged Business Enterprise

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

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

_____

Washington State Department of Transportation

Disadvantaged Business Enterprise (DBE)Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

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

Federal Aid #	Contract #	Project Name

If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.

Bid Item	Item Description

Use additional sheets as necessary.

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

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

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

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

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

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

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

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

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

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

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

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

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

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

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

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

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

CONTRACT

INFORMATION FOR THE CONTRACTOR THAT IS AWARDED THE CONTRACT

For Construction of:

Dallas Road Bike Path Project

C.E. 2102 CRP

Federal Aid No: TAP-3509(008)

PUBLIC WORKS DEPARTMENT

COUNTY OF BENTON WASHINGTON

Bid No: 21-05

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2021, between the COUNTY OF BENTON, STATE OF WASHINGTON, (hereinafter "the County") acting through the Board of County Commissioners, under and by virtue of RCW 36, as amended, and _____, (hereinafter "the Contractor").

WITNESSETH:

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

I. The Contractor shall furnish all tools, materials, and equipment, and shall do all work described in and in accordance with the attached plans and specifications entitled "Contract Provisions and Plans, C.E 2102 CRP – DALLAS ROAD BIKE PATH PROJECT," and as described in and in accordance with the State of Washington 2021 Standard Specifications for Road, Bridge, and Municipal Construction adopted by the County, (hereinafter collectively referred to as "the Contract Documents") which are by this reference incorporated herein and made part hereof, and shall perform any changes to the work in accord with the Contract Documents.

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

II. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and to pay for the same under the terms of this contract and the attached plans and specifications.

III. The Contractor, for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The County agrees to pay to the Contractor, as full and complete compensation for materials and work provided in accordance with the Contract Documents, the sum of $_____, payable as provided in the Contract Documents.

V. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

VI. The Contractor shall hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorney fees thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractors acts, errors or omissions in the performance of this Contract. Provided, that the Contractor's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees, or agents.

VII. The Contractor specifically waives the Contractor's immunity under Title 51 RCW (Industrial Insurance statute), and acknowledges that his waiver of immunity was mutually and expressly negotiated by the parties, and expressly agrees that Contractor's promise to indemnify and hold harmless applies to all claims filed by and/or injuries to the Contractor's own employees.

INFORMATIONAL COPY

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the Board of County Commissioners of Benton County, Washington has caused this instrument to be executed by and in the name of the said Board of County Commissioners the day and year first above written.

Executed by the Contractor:

_____

_____

_____

COUNTY OF BENTON

_____
Chairman, Board of Commissioners

Attest:_____
Clerk of the Board

Date:_____

APPROVED AS TO FORM:

_____
Benton County Deputy Prosecuting Attorney

Date:_____

INFORMATIONAL COPY

PUBLIC WORKS PAYMENT BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **DALLAS ROAD BIKE PATH PROJECT - C.E. 2102,** in Benton County, Washington (Contract), and said Principal is required, under the terms of that Contract, to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

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

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

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

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

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

SAMPLE

PUBLIC WORKS PERFORMANCE BOND

to BENTON COUNTY, WA

Bond No. _____

Benton County, Washington (County) has awarded to _____ (Principal), a contract for the construction of the project designated as **DALLAS ROAD BIKE PATH PROJECT - C.E. 2102,** in Benton County, Washington (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

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

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

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

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

PRINCIPAL		SURETY	
_____		_____	
Principal Signature	Date	Surety Signature	Date
_____		_____	
Printed Name		Printed Name	
_____		_____	
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

SAMPLE

DALLAS ROAD BIKE PATH PROJECT

LEGEND

- WV - WATER VALVE
- T - TELEPHONE LINE MARKER
- ELECTRICAL POWER VAULT
- FIRE HYDRANT
- POWER POLE
- GUY ANCHOR
- EXISTING SIGN
- PROPOSED SIGN
- EXISTING PAVEMENT
- NEW HMA
- DAYLIGHT AREA

EXISTING OVERHEAD POWER : —— OHP —— OHP —— OHP —— OHP ——

EXISTING BURIED POWER : —— BP —— BP —— BP ——

EXISTING UTILITY GUY WIRE : –

EXISTING WATER LINE : — W — W — W — W — W — W —

EXISTING BURIED FIBER OPTIC : —— BFO —— BFO —— BFO ——

EXISTING SANITARY SEWER : – – – – – – S/A – – – – – – S/A – – – – – –

EXISTING GAS LINE : —— G —— G —— G ——

EXISTING FENCE LINE : —X—X—X—X—X—X—X—X—

EXISTING RIGHT-OF-WAY LINE : —— – – —— – – —— – – ——

EXISTING ROAD CENTERLINE : —— — —— — ——

EXISTING EDGE OF PAVEMENT : ——————————

EXISTING BREAKLINE : ——————————

EXISTING GUARDRAIL : —— ⊓ ⊓ ⊓ ⊓ ⊓ ⊓ ⊓ ⊓ ——

SECTION LINE : —— — — ——

PROPOSED PAVEMENT SAWCUT : ——^—^—^—^—^—^—^——

PROPOSED CUT DAYLIGHT : —— CUT —— CUT —— CUT ——

PROPOSED FILL DAYLIGHT : —— FILL —— FILL —— FILL ——

SIGNATURES

APPROVED: _____

CHAIRMAN, BENTON COUNTY COMMISSIONERS DATE

ATTEST: _____

CLERK OF THE BOARD DATE

CE 2102 - CONSTRUCTION PLANS
T 9N, R 28E, WM
BENTON COUNTY, WASHINGTON

FEDERAL AID NO.
TAP-3509(008)

INDEX

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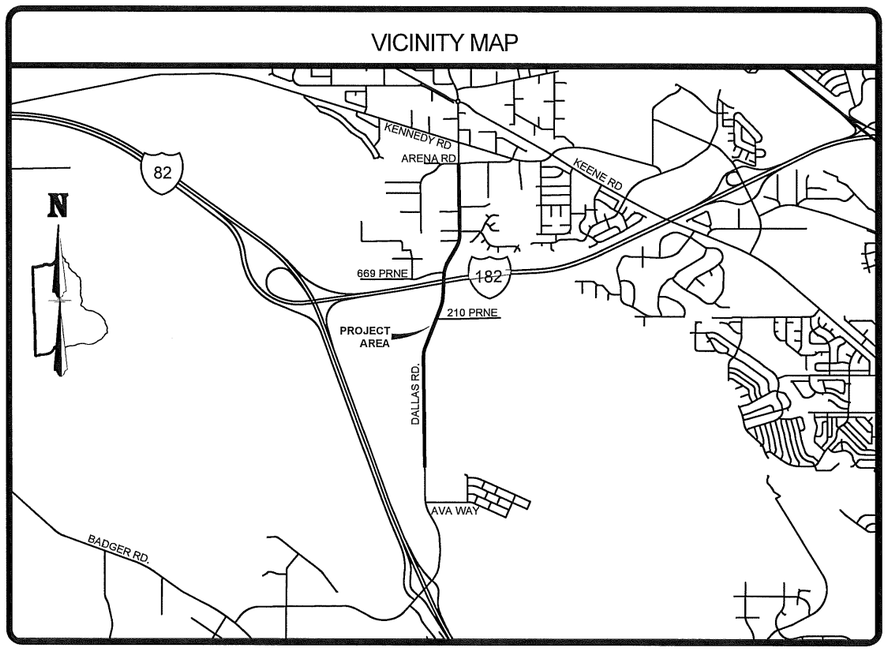
SUMMARY OF QUANTITIES.....1
DETAIL SHEET.....2,3
PLAN SHEETS.....4-25
APPROACH PROFILES.....26-28
TRAFFIC CONTROL PLANS.....29-31

VICINITY MAP



BENTON COUNTY WASHINGTON

PREPARED UNDER THE DIRECTION OF &
APPROVED BY THE BENTON COUNTY ENGINEER:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER
04/19/24

SUMMARY OF QUANTITIES

REGION NO.	STATE	FEDERAL AID PROJECT NO.	FISCAL YEAR	SHEET NO.
	WASHINGTON	TAP-3509(008)	2021	

DALLAS ROAD BIKE PATH PROJECT

ITEM NO.	TOTAL QUANTITY	UNIT	ITEM DESCRIPTION
			PREPARATION
1	Lump Sum	L.S.	Mobilization
2	Lump Sum	L.S.	Clearing and Grubbing
3	Lump Sum	L.S.	Removal of Structures and Obstructions
			GRADING
4	2,715	C.Y.	Roadway Excavation Incl. Haul
5	200	C.Y.	Embankment Compaction
			SURFACING
6	3,660	TON	1/2 In. Minus Crushed Surfacing Top Course Inc. Haul
			HOT MIX ASPHALT
7	1,225	TON	HMA Class 1/2 In. PG 64-28
			EROSION CONTROL AND ROADSIDE PLANTING
8	9	DAY	ESC Lead
			TRAFFIC
9	Lump Sum	L.S.	Project Temporary Traffic Control
10	Lump Sum	L.S.	Permanent Signing
11	21,390	L.F.	Painted Wide Lane Line
12	23	L.F.	Painted Stop Line
13	2	EA.	Painted Bicycle Lane Symbol
			OTHER
14	Lump Sum	L.S.	Trimming and Cleanup
15	5	EA.	Mailbox Support Type 1
16	5	EA.	Mailbox Support Type 2
17	Lump Sum	L.S.	SPCC Plan

NOTE: FOR SPECIAL FEATURES SEE SPECIAL PROVISIONS

BENTON COUNTY WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
20031002
REGISTERED PROFESSIONAL ENGINEER

DATE

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING FACILITIES. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	N.T.S.
VERT. SCALE:	
REVISION:	

QUANTITIES

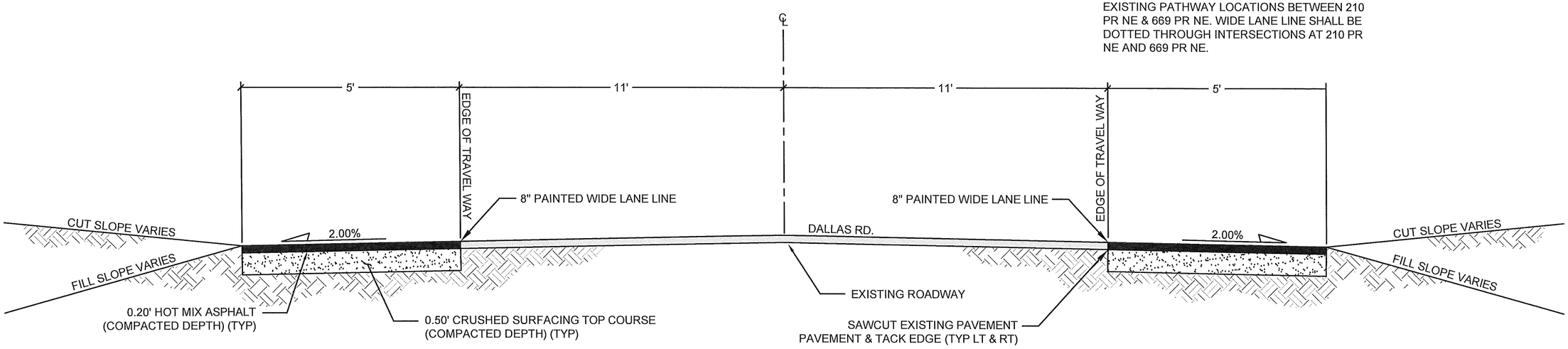
SHEET 1 OF 31

FEDERAL AID NO.
TAP-3509(008)

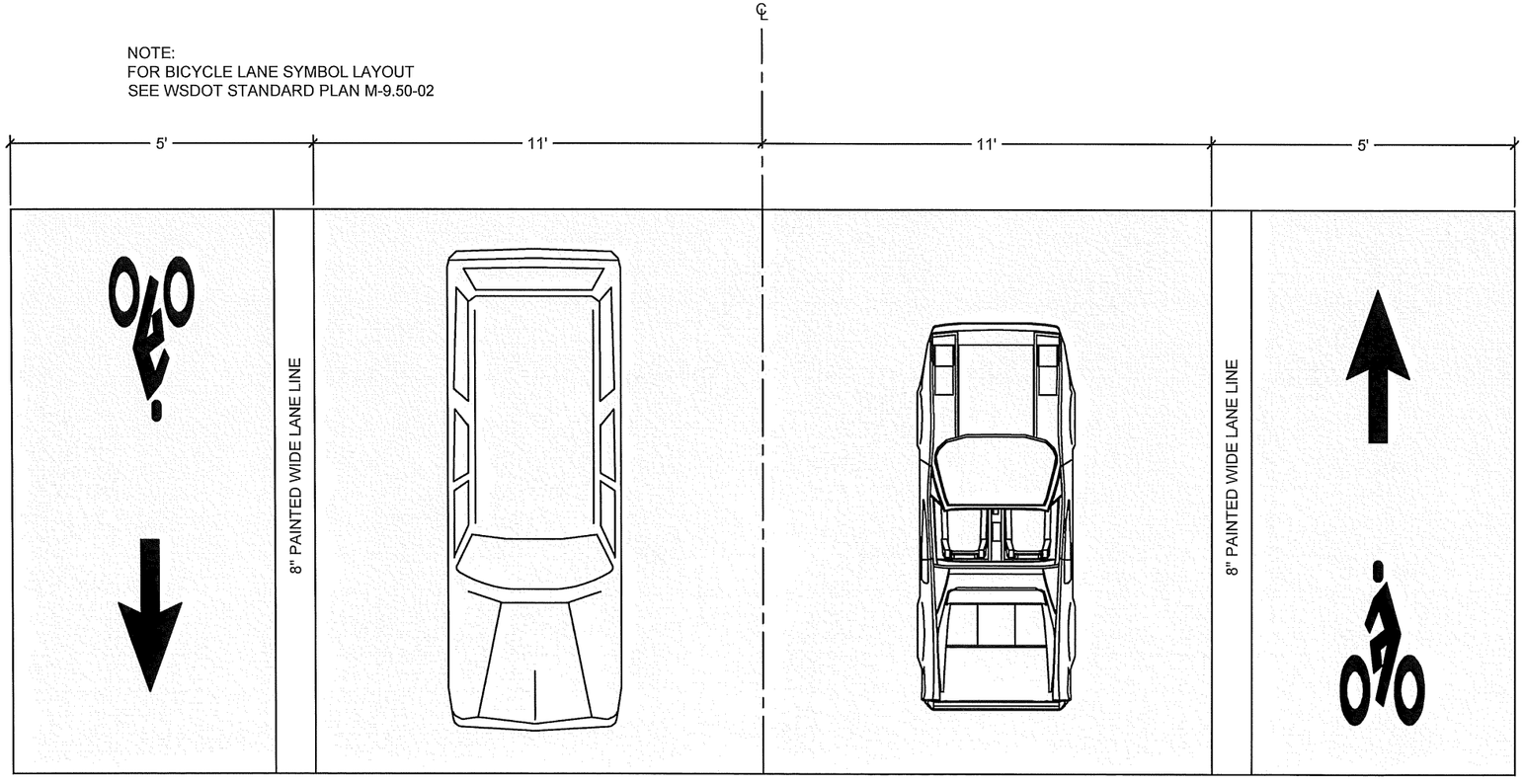
STANDARD PATHWAY CROSS SECTION

CROSS SECTION NOTES

- CUT AND FILL SLOPES SHALL BE VARIABLE DUE TO VARYING DAYLIGHT TARGETS ALONG CORRIDOR.
- 8" PAINTED WIDE LANE LINE SHALL INCLUDE THE EXISTING PATHWAY LOCATIONS BETWEEN 210 PR NE & 669 PR NE. WIDE LANE LINE SHALL BE DOTTED THROUGH INTERSECTIONS AT 210 PR NE AND 669 PR NE.



NOTE:
FOR BICYCLE LANE SYMBOL LAYOUT
SEE WSDOT STANDARD PLAN M-9.50-02



BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
DOUGLAS P. D'HONDT
STATE OF WASHINGTON
9031922
REGISTERED PROFESSIONAL ENGINEER
DATE: 04/18/24

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

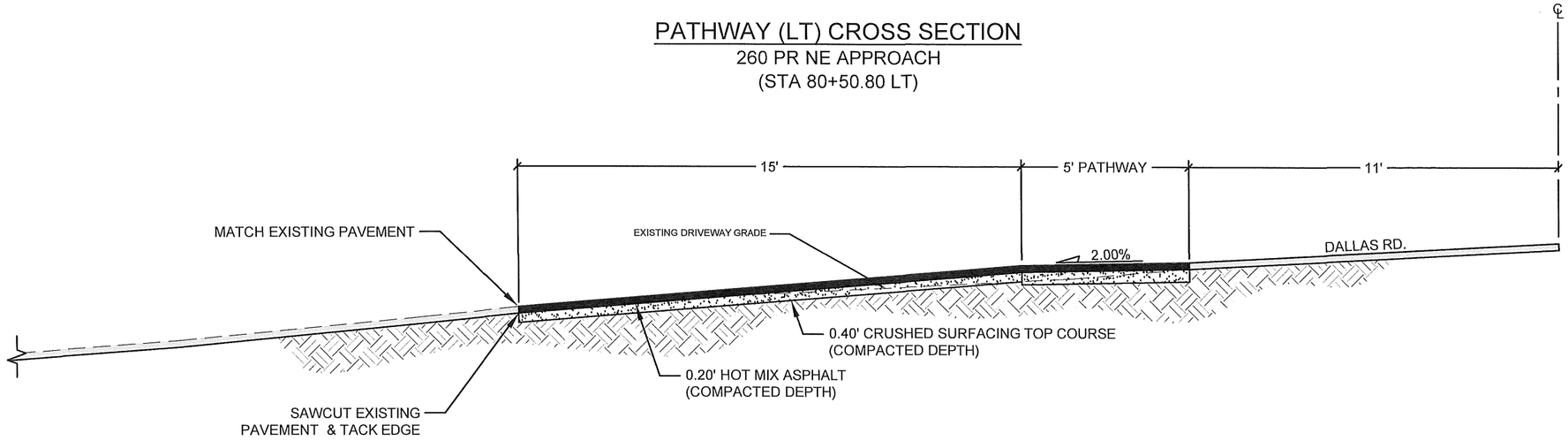
DRN: RMM	CHD:
HORIZ. SCALE:	N.T.S.
VERT. SCALE:	
REVISION:	

DETAIL SHEET 1

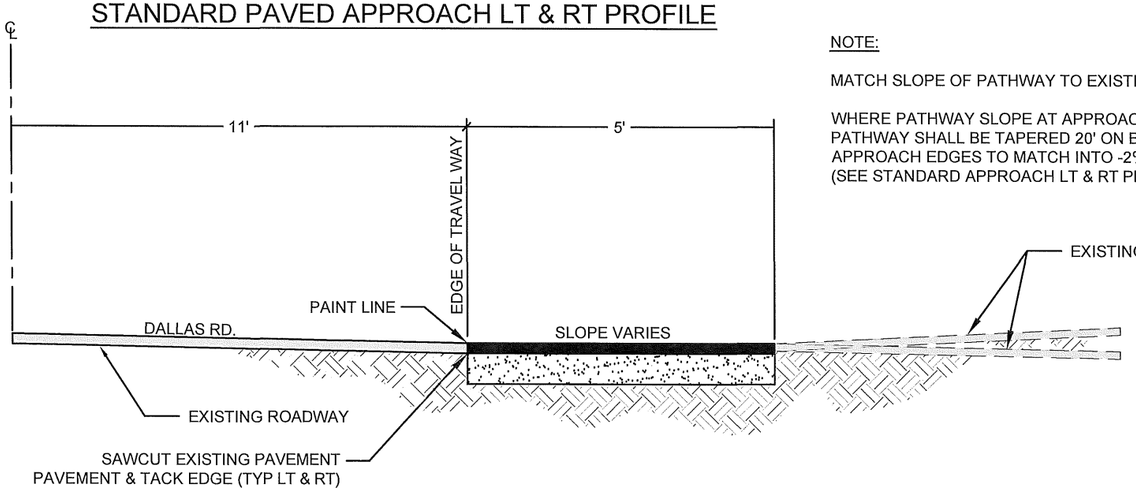
FEDERAL AID NO.
TAP-3509(008)

PATHWAY (LT) CROSS SECTION

260 PR NE APPROACH
(STA 80+50.80 LT)



STANDARD PAVED APPROACH LT & RT PROFILE

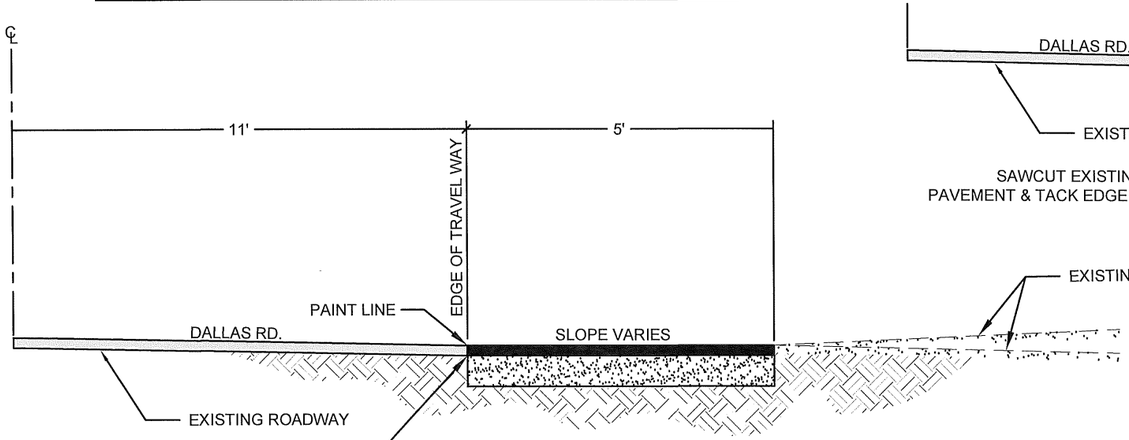


NOTE:

MATCH SLOPE OF PATHWAY TO EXISTING PAVED APPROACH.

WHERE PATHWAY SLOPE AT APPROACH EXCEEDS -2%, PATHWAY SHALL BE TAPERED 20' ON BOTH SIDES OF APPROACH EDGES TO MATCH INTO -2% PATHWAY SLOPE. (SEE STANDARD APPROACH LT & RT PLAN VIEW)

STANDARD GRAVEL APPROACH LT & RT PROFILE



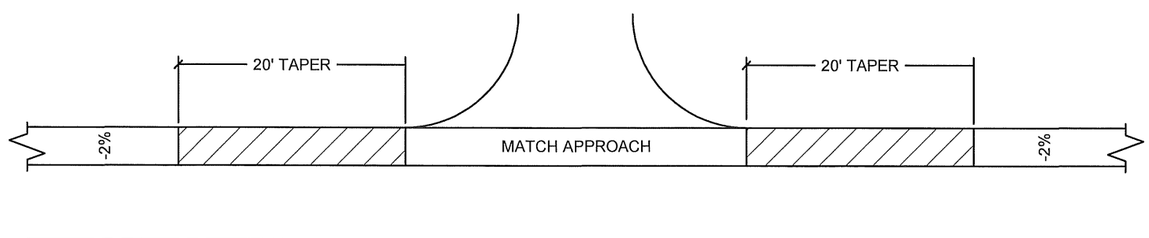
NOTE:

MATCH SLOPE OF PATHWAY TO EXISTING GRAVEL APPROACH.

WHERE PATHWAY SLOPE AT APPROACH EXCEEDS -2%, PATHWAY SHALL BE TAPERED 20' ON BOTH SIDES OF APPROACH EDGES TO MATCH INTO -2% PATHWAY SLOPE. (SEE STANDARD APPROACH LT & RT PLAN VIEW)

WHERE ±2% PATHWAY SLOPE DOES NOT MATCH INTO EXISTING GRAVEL, GRAVEL SHALL BE GRADED AWAY FROM PATHWAY OR ADDITIONAL CSTC SHALL BE PLACED TO ABUT PATHWAY .

STANDARD APPROACH LT & RT PLAN VIEW



BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
9031922
REGISTERED
PROFESSIONAL ENGINEER

DATE:

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	N.T.S.
VERT. SCALE:	
REVISION:	

DETAIL SHEET 2

FEDERAL AID NO.
TAP-3509(008)

SEC 30, T 9 N, R 28 E, W.M.

N

Scale in Feet
0 20 40 60

5+00 MATCH LINE
SEE SHEET 5

INSTALL AT
STA 4+50
BIKE LANE
R7-9a

BEGIN PROJECT RT & LT
STA 0+00

FOUND
BRASS CAP

8" PAINT LINE (TYP)

0+00 1+00 2+00 3+00 4+00 5+00

DALLAS RD.

N00°38'23"W
3849.00'

8" PAINT LINE (TYP)

INSTALL AT
STA 0+50
NO
MOTOR
VEHICLES
R5-3

INSTALL AT
STA 1+00
BIKE LANE
R7-9a

INSTALL AT
STA 4+50
BIKE LANE
R7-9a

W11-1
(18"x18")

INSTALL
STA 0+00

STA - 0+10
INSTALL PAINTED BICYCLE LANE SYMBOL.
(SEE WSDOT STANDARD PLAN M-9.50-02)

W16-7P
(24"x12")

BIKE ROUTE D11-1bP

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEC 29, T 9 N, R 28 E, W.M.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER
THE DIRECTION OF
& APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER

DATE: 04/18/23

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL 1\(1)0 WORKING DAYS
BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

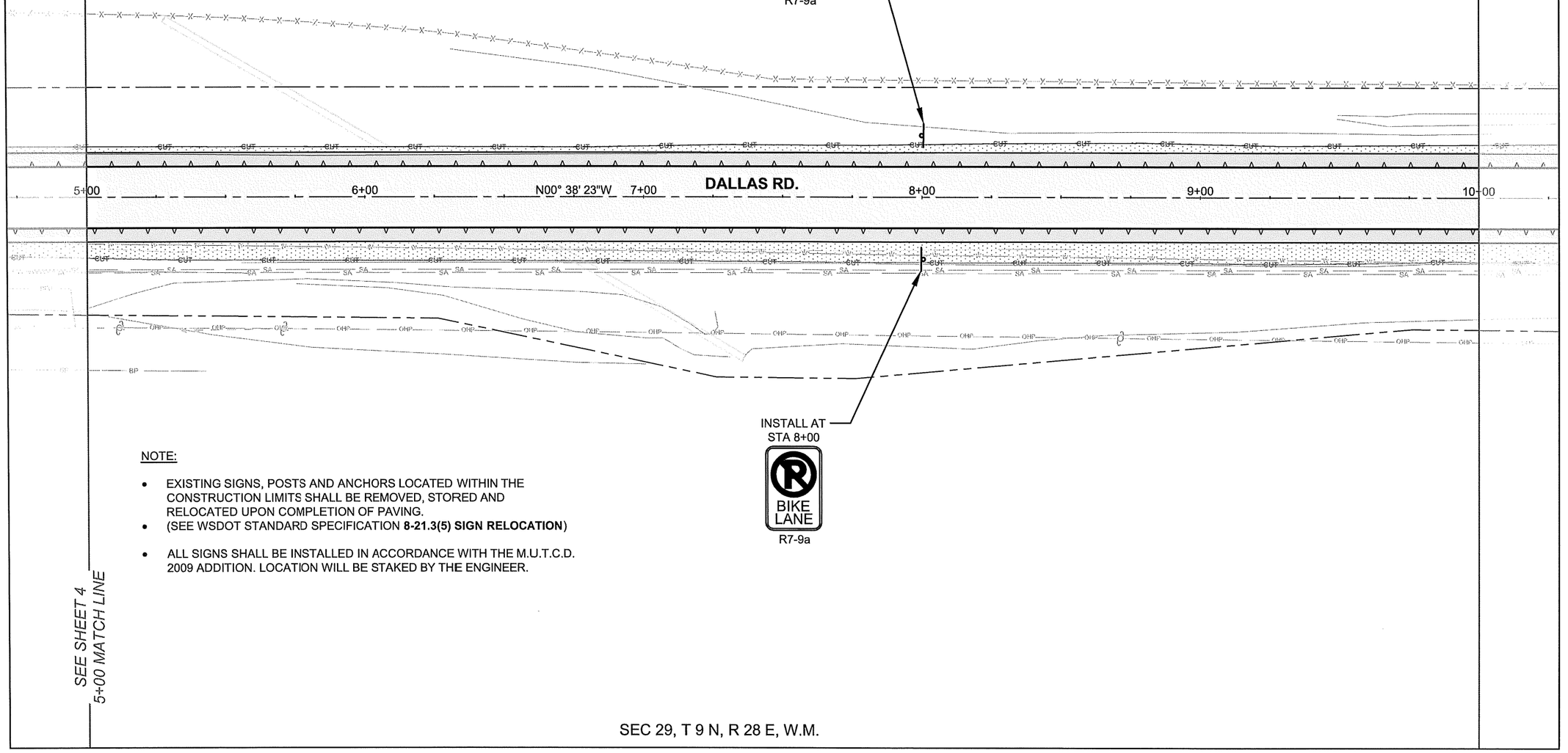
FEDERAL AID NO.
TAP-3509(008)

SEC 30, T 9 N, R 28 E, W.M.

10+00 MATCH LINE
SEE SHEET 6

INSTALL AT
STA 8+00

R7-9a



INSTALL AT
STA 8+00

R7-9a

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEE SHEET 4
5+00 MATCH LINE

SEC 29, T 9 N, R 28 E, W.M.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. DHONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER

DATE 04/10/24

DATE	BY	DESCRIPTION	REV.

CALL TWO WORKING DAYS BEFORE YOU DIG
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DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

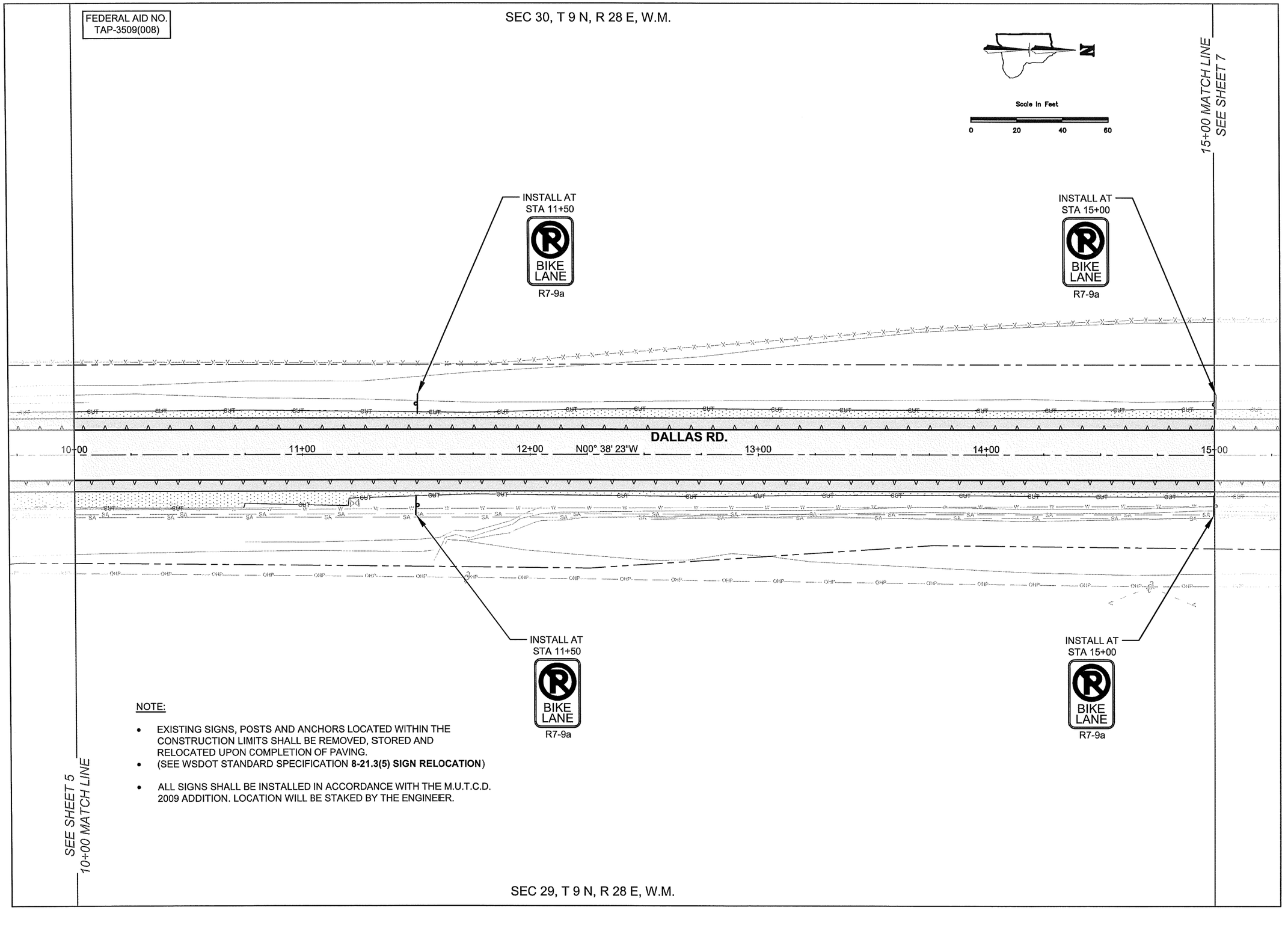
DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

PLAN SHEET

SHEET 5 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 30, T 9 N, R 28 E, W.M.



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- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEC 29, T 9 N, R 28 E, W.M.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
001922
REGISTERED
PROFESSIONAL ENGINEER

DATE 08/19/24

DATE	BY	DESCRIPTION	REV.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555

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DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

DALLAS ROAD BIKE PATH PROJECT

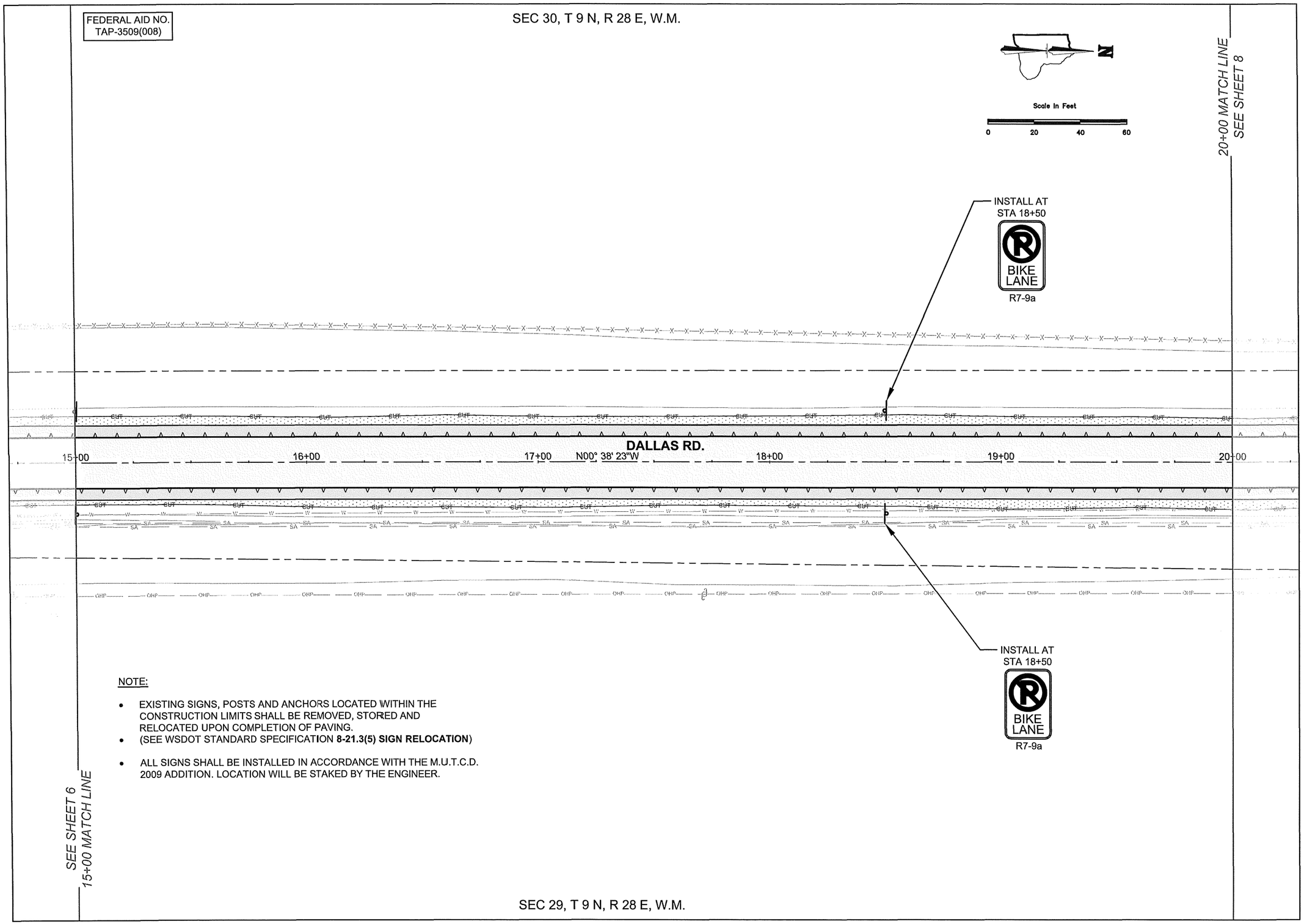
C.E. 2102 CRP

PLAN SHEET

SHEET 6 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 30, T 9 N, R 28 E, W.M.



NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)

- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEC 29, T 9 N, R 28 E, W.M.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
REGISTERED PROFESSIONAL ENGINEER

DATE: 04/19/24

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH LOCATION AND ELEVATION OF EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 7 OF 31

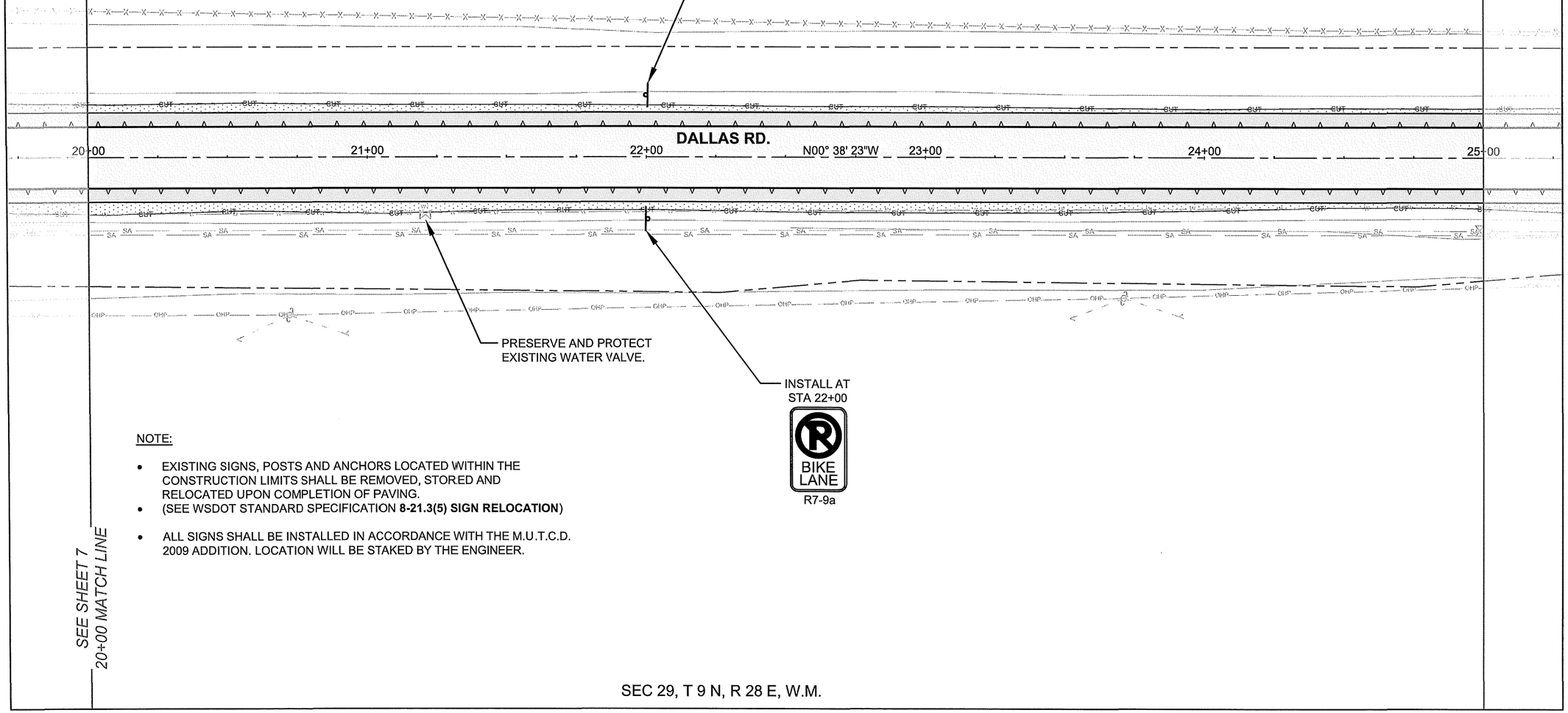
FEDERAL AID NO.
TAP-3509(008)

SEC 30, T 9 N, R 28 E, W.M.

25+00 MATCH LINE
SEE SHEET 9

INSTALL AT
STA 22+00

R7-9a



PRESERVE AND PROTECT
EXISTING WATER VALVE.

INSTALL AT
STA 22+00

R7-9a

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)

- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEE SHEET 7
20+00 MATCH LINE

SEC 29, T 9 N, R 28 E, W.M.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
003192
REGISTERED
PROFESSIONAL ENGINEER

DATE 04/04/24

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555

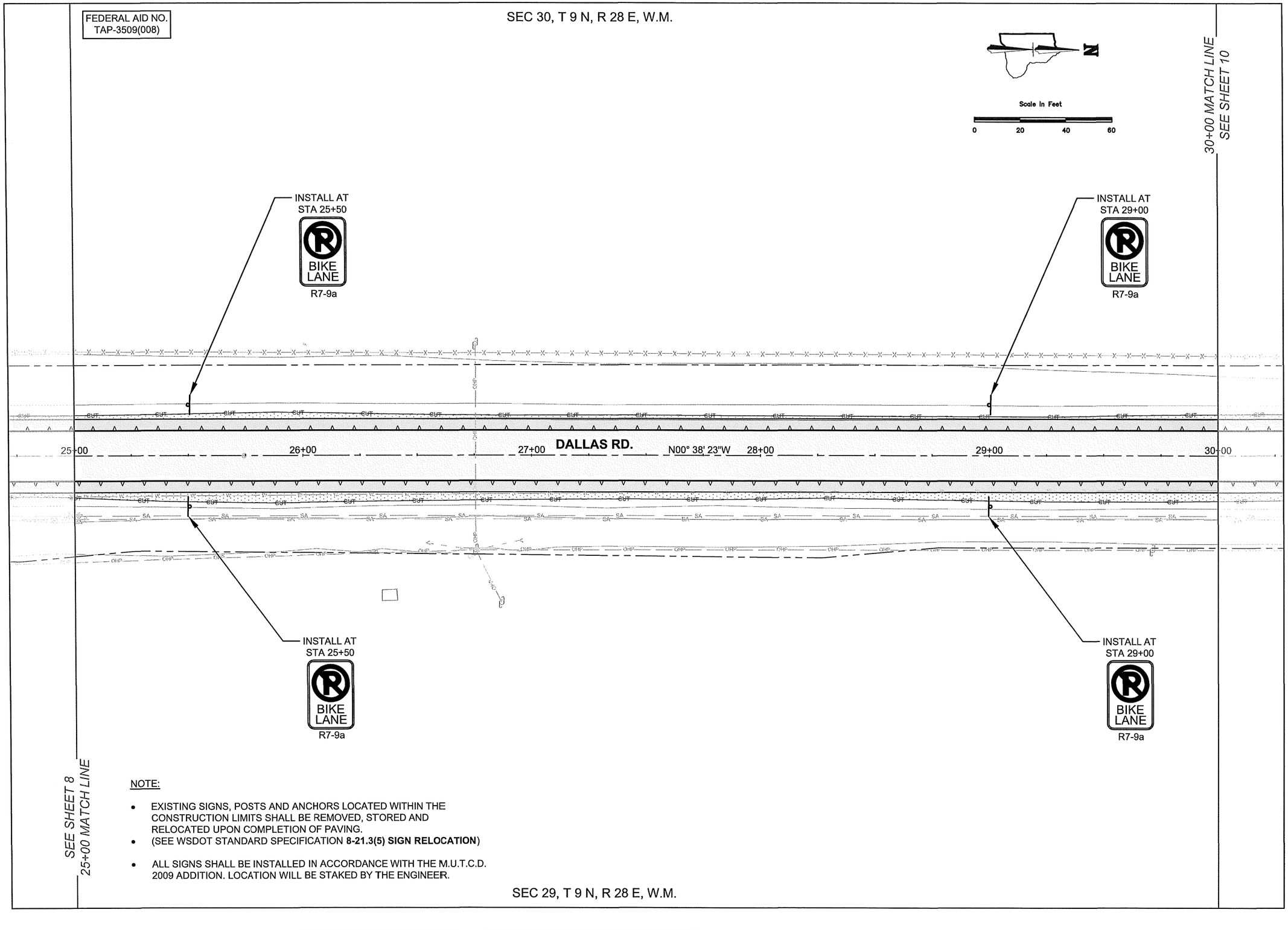
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

FEDERAL AID NO.
TAP-3509(008)

SEC 30, T 9 N, R 28 E, W.M.



NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)

- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEC 29, T 9 N, R 28 E, W.M.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER

DATE 12/14/22

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND AND ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 9 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 30, T 9 N, R 28 E, W.M.

35+00 MATCH LINE
SEE SHEET 11

INSTALL AT
STA 32+00

R7-9a

SAWCUT & REMOVE EXISTING PAVEMENT, TACK AND MATCH PATHWAY INTO EXISTING APPROACH. (SEE DETAIL SHEET 3 OF 31)

EXISTING MAILBOX AND SUPPORT SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOX SHALL BE REINSTALLED ON A TYPE 1 MAILBOX SUPPORT AT IT'S PERMANENT LOCATION UPON COMPLETION OF PAVING.
(SEE WSDOT STANDARD PLAN H-70.20-01)

INSTALL

R1-1 (18")

GOOSE RIDGE WINERY ACCESS

30+00 31+00 32+00 **DALLAS RD.** 33+00 N00° 38' 23"W 34+00 35+00

PRESERVE AND PROTECT EXISTING WATER VALVE. ADJUST TO FINISHED GROUND ELEVATION IF NEEDED.

PRESERVE AND PROTECT EXISTING WATER VALVE.

PRESERVE AND PROTECT EXISTING WATER VALVE.

INSTALL AT
STA 32+50

R7-9a

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEE SHEET 9
30+00 MATCH LINE

SEC 29, T 9 N, R 28 E, W.M.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL ENGINEER

DATE 6/14/22

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATIONS OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 10 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 30, T 9 N, R 28 E, W.M.

N

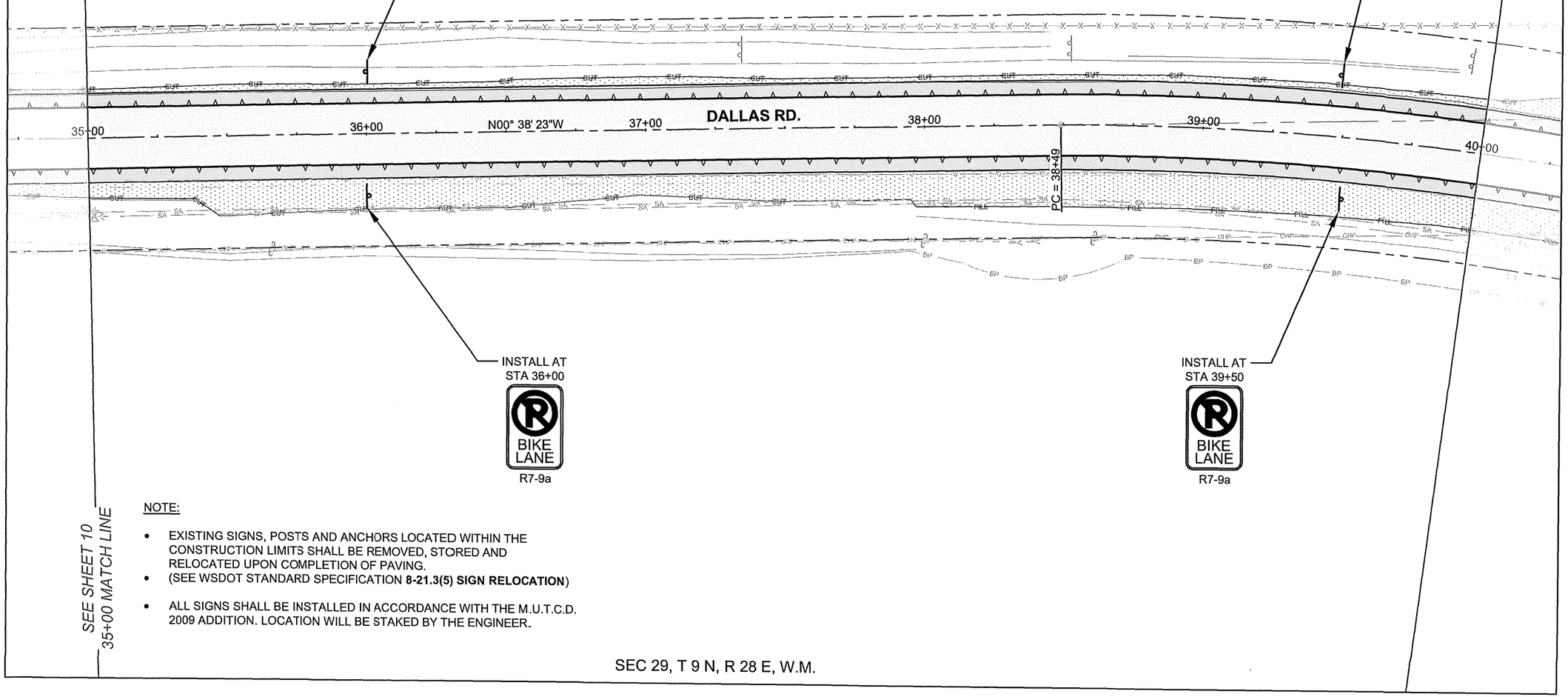
Scale in Feet
0 20 40 60

40+00 MATCH LINE
SEE SHEET 12

INSTALL AT
STA 36+00
BIKE LANE
R7-9a

INSTALL AT
STA 39+50
BIKE LANE
R7-9a

CENTERLINE CURVE DATA
R=1037.53'
L=383.42'
Δ=21°10'26"
CL=381.24'
CB=N10°21'04"E



INSTALL AT
STA 36+00
BIKE LANE
R7-9a

INSTALL AT
STA 39+50
BIKE LANE
R7-9a

SEE SHEET 10
35+00 MATCH LINE

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEC 29, T 9 N, R 28 E, W.M.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
DOUGLAS P. D'IMONDI
STATE OF WASHINGTON
0031927
REGISTERED PROFESSIONAL ENGINEER
DATE 09/30/14

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND AND ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 11 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 30, T 9 N, R 28 E, W.M.

45+00 MATCH LINE
SEE SHEET 13

Scale in Feet
0 20 40 60

INSTALL AT
STA 43+00

BIKE LANE
R7-9a

SAWCUT & REMOVE EXISTING PAVEMENT, TACK AND MATCH PATHWAY INTO EXISTING APPROACH.
(SEE DETAIL SHEET 3 OF 31)

DALLAS RD.

41+00 42+00 43+00 44+00 45+00

40+00

N21° 20' 09.58"E
1025.943'

PT = 42+32.42

INSTALL AT
STA 43+00

BIKE LANE
R7-9a

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEE SHEET 11
40+00 MATCH LINE

SEC 29, T 9 N, R 28 E, W.M.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
00319222
REGISTERED
PROFESSIONAL ENGINEER

DATE: 6/18/24

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH HORIZONTAL & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS

DRN: RMM	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 12 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 29, T 9 N, R 28 E, W.M.

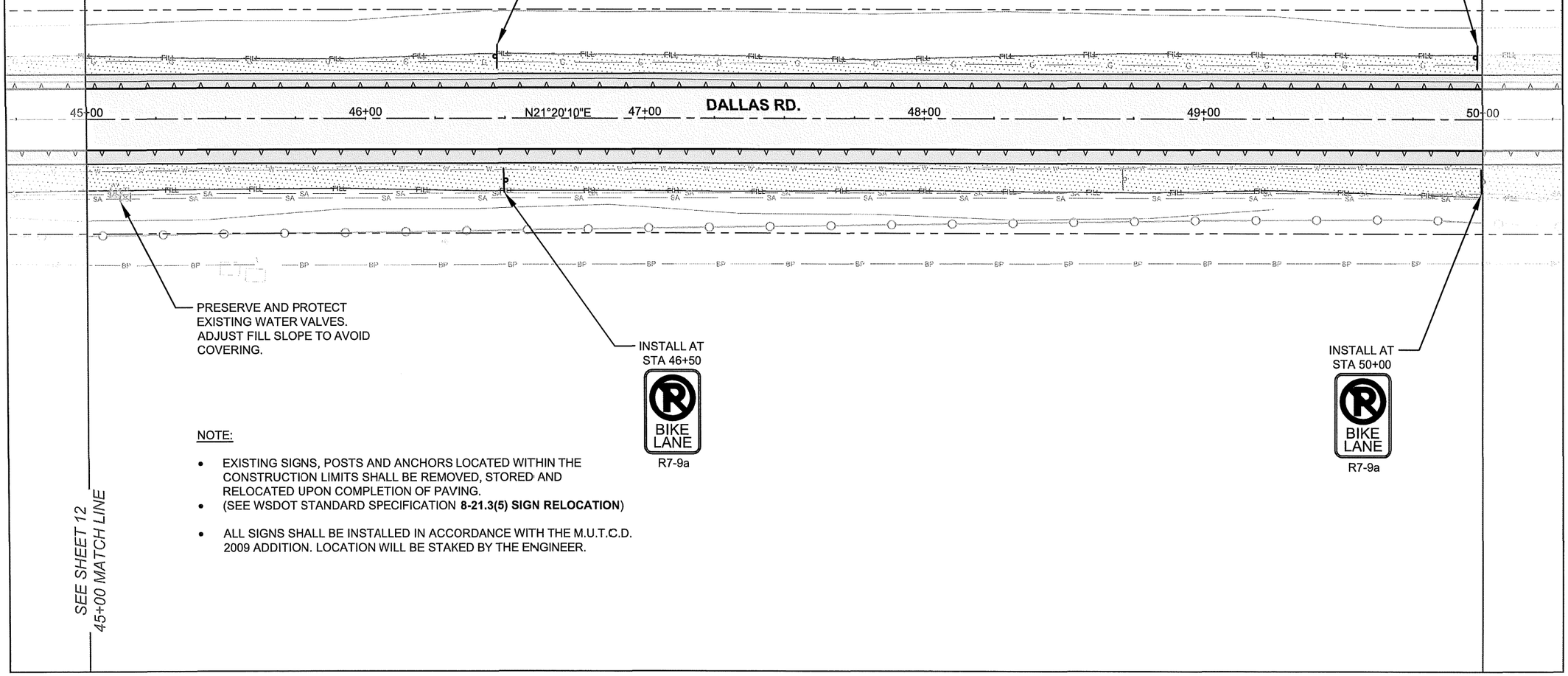
50+00 MATCH LINE
SEE SHEET 14

INSTALL AT
STA 46+50

R7-9a

INSTALL AT
STA 50+00

R7-9a



PRESERVE AND PROTECT
EXISTING WATER VALVES.
ADJUST FILL SLOPE TO AVOID
COVERING.

INSTALL AT
STA 46+50

R7-9a

INSTALL AT
STA 50+00

R7-9a

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEE SHEET 12
45+00 MATCH LINE

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER
THE DIRECTION OF
& APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER

DATE 04/18/24

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 13 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 29, T 9 N, R 28 E, W.M.

SEC 20, T 9 N, R 28 E, W.M.

Scale In Feet
0 20 40 60

55+00 MATCH LINE
SEE SHEET 15

INSTALL AT
STA 53+50
BIKE LANE
R7-9a

50+00 51+00 N21°20'10"E 52+00 DALLAS RD. 53+00 N21°19'21"E 440.03' 54+00 55+00

PI = 52+58.37

210 PR NE

INSTALL
STOP
R1-1 (18")

EXISTING MAILBOXES AND SUPPORTS SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOXES SHALL BE REINSTALLED ON A TYPE 2 MAILBOX SUPPORT AT THEIR PERMANENT LOCATION UPON COMPLETION OF PAVING. (SEE WSDOT STANDARD PLAN H-70.20-01)

EXISTING WATER VALVES (3) SHALL BE ADJUSTED TO FINISHED GROUND ELEVATION. (SEE CITY OF RICHLAND STANDARD DETAILS U4 & W9)

STA 52+90.00 ±
END PATH RT.
SAWCUT EXISTING PAVEMENT, TACK AND MATCH INTO EXISTING PATHWAY.

SAWCUT & REMOVE EXISTING PAVEMENT, TACK AND MATCH PATHWAY INTO EXISTING APPROACH. (SEE DETAIL SHEET 3 OF 31)

SEE SHEET 13
50+00 MATCH LINE

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY the ENGINEER.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER

DATE 04/19/21

REV.	DESCRIPTION	BY	DATE

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 14 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.

Scale In Feet

0 20 40 60

60+00 MATCH LINE
SEE SHEET 16

INSTALL AT
STA 57+00

BIKE LANE
R7-9a

CENTERLINE CURVE DATA
R=859.19'
L=331.17'
Δ=22°05'03"
CL=329.12'
CB=N11°52'11"E

55+00 N21°19'21"E 56+00 57+00 DALLAS RD. 58+00 59+00 60+00

PC = 56+98.40

INSTALL
STOP
R1-1 (18")

INSTALL
STOP
R1-1 (18")

STERLING HTS

SEE SHEET 14
55+00 MATCH LINE

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)

- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
OREGON WASHINGTON
60319
REGISTERED PROFESSIONAL ENGINEER

DATE: 04/18/28

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING FACILITIES. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

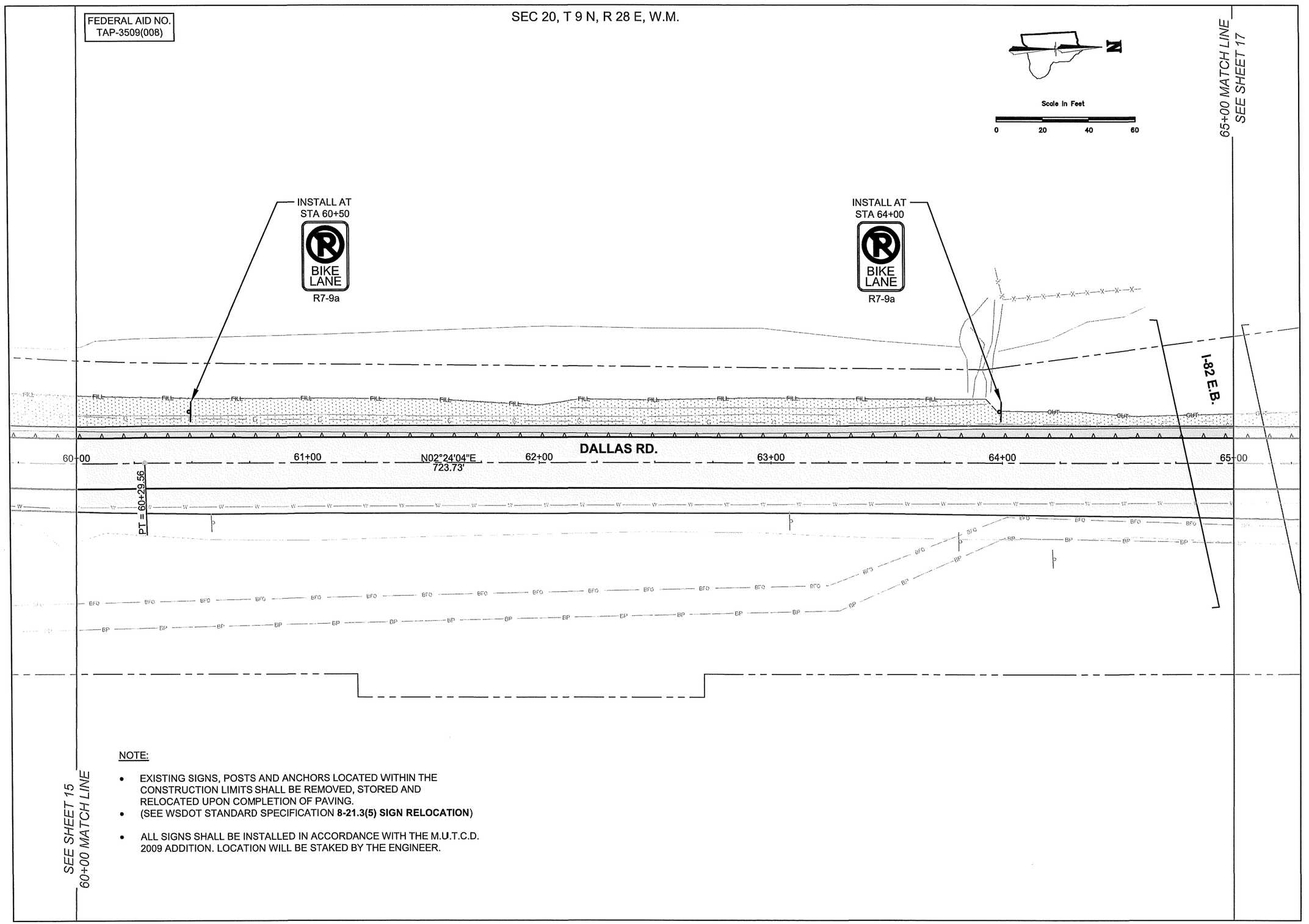
DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 15 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.



NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)

- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER

DATE: 09/10/24

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH CONDITIONS SHOWN ABOVE GROUND EXISTING UNDERGROUND. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 16 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.

N

Scale in Feet
0 20 40 60

EXISTING FLASHING BEACON

STA 67+58.42 ± (START OF EXISTING PATHWAY)
END PATH RT.
SAWCUT EXISTING PAVEMENT, TACK AND
MATCH INTO EXISTING PATHWAY.

INSTALL
STOP
R1-1 (18")

STA 68+23.62 ± (END OF EXISTING PATHWAY)
RESUME PATH RT.
SAWCUT EXISTING PAVEMENT, TACK AND
MATCH INTO EXISTING PATHWAY.

SAWCUT & REMOVE EXISTING
PAVEMENT, TACK AND MATCH
PATHWAY INTO EXISTING APPROACH.
(SEE DETAIL SHEET 3 OF 31)

INSTALL
STOP
R1-1 (18")

EXISTING CROSSWALK

70+00 MATCH LINE
SEE SHEET 18

I-82 W.B.

669 PR NE

DALLAS RD.

N02°24'04"E

65+00 66+00 67+00 68+00 69+00 70+00

PC = 67+53.30

CENTERLINE CURVE DATA
R=930.90'
L=473.30'
Δ=29°07'51"
CL=468.22'
CB=N15°56'46"E

INSTALL AT
STA 68+00
BIKE LANE
R7-9a

EXISTING FLASHING BEACON

STA 67+58.42 ± (END OF EXISTING PATHWAY)
RESUME PATH RT.
SAWCUT EXISTING PAVEMENT, TACK AND
MATCH INTO EXISTING PATHWAY.

SEE SHEET 16
65+00 MATCH LINE

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)

- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:
DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031921
REGISTERED PROFESSIONAL ENGINEER
DATE: 04/14/25

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY IN THE FIELD VERIFY BOTH UNDERGROUND & ABOVE GRADE EXISTING CONDITIONS NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.

Scale In Feet
0 20 40 60

75+00 MATCH LINE
SEE SHEET 19

EXISTING MAILBOX AND SUPPORT SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOX SHALL BE REINSTALLED ON A TYPE 1 MAILBOX SUPPORT AT IT'S PERMANENT LOCATION UPON COMPLETION OF PAVING. (SEE WSDOT STANDARD PLAN H-70.20-01)

INSTALL AT STA 74+00

BIKE LANE
R7-9a

70+00 71+00 72+00 73+00 74+00 75+00

DALLAS RD.

PT = 72+26.59

N29°28'53"E
588.71'

INSTALL AT STA 71+50

BIKE LANE
R7-9a

SEE SHEET 17
70+00 MATCH LINE

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING. (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

EXISTING MAILBOX AND SUPPORT SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOX SHALL BE REINSTALLED ON A TYPE 1 MAILBOX SUPPORT AT IT'S PERMANENT LOCATION UPON COMPLETION OF PAVING. (SEE WSDOT STANDARD PLAN H-70.20-01)

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. DRONDT
STATE OF WASHINGTON
21600
REGISTERED PROFESSIONAL ENGINEER

DATE 8/19/21

REV.	DESCRIPTION	BY	DATE

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES, FACILITIES AND STRUCTURES ARE NOT KNOWN. THE LOCATION OF THOSE SHOWN IS APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE OCCURRING DURING CONSTRUCTION TO UTILITIES, FACILITIES AND STRUCTURES ABOVE OR BELOW GROUND EXISTING OR CONTRACTED. NOTIFY EXCAVATION RESOLUTION OF CONFLICTS

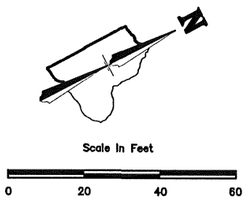
DRN: RMM CHD:
HORIZ. SCALE:
VERT. SCALE:
REVISION:

PLAN SHEET

SHEET 18 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.



80+00 MATCH LINE
SEE SHEET 20

INSTALL AT
STA 78+00

R7-9a

CENTERLINE CURVE DATA
R=960.91'
L=531.33'
Δ=31°40'52"
CL=524.58'
CB=N14°15'30"E

75+00 76+00 N29° 28' 53"E 77+00 **DALLAS RD.** 78+00 79+00 80+00

PC = 78+15.30

INSTALL AT
STA 75+00

R7-9a

INSTALL AT
STA 78+50

R7-9a

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEE SHEET 18
75+00 MATCH LINE

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
20311 REGISTERED PROFESSIONAL ENGINEER

DATE: 8/14/24

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH LOCATION AND ACTUAL DEPTH OF EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 19 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.

N

Scale In Feet
0 20 40 60

85+00 MATCH LINE
SEE SHEET 21

INE CURVE DATA

2"
"
5'30"E

SAWCUT EXISTING PAVEMENT.

REMOVE AND DISPOSE OF EXISTING ASPHALT. INSTALL NEW ASPHALT PAVEMENT. EDGES OF NEW ASPHALT PAVEMENT SHALL MATCH EXISTING LOCATIONS.
(SEE DETAILS SHEET #3 OF 31)

INSTALL AT
STA 81+50

BIKE LANE
R7-9a

SAWCUT & REMOVE EXISTING PAVEMENT, TACK AND MATCH PATHWAY INTO EXISTING APPROACH.
(SEE DETAIL SHEET 3 OF 31)

260 PR NE

266 PR NE

15'

80+00 81+00 82+00 83+00 84+00 85+00

DALLAS RD.

N00°55'36"W
2346.23'

PT = 83+46.63

COWLITZ BLVD

SEE SHEET 19
80+00 MATCH LINE

INSTALL AT
STA 81+50

BIKE LANE
R7-9a

INSTALL

STOP
R1-1 (18")

SAWCUT & REMOVE EXISTING PAVEMENT, TACK AND MATCH PATHWAY INTO EXISTING APPROACH..
(SEE DETAIL SHEET 3 OF 31)

EXISTING MAILBOX AND SUPPORT SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOX SHALL BE REINSTALLED ON A TYPE 1 MAILBOX SUPPORT AT IT'S PERMANENT LOCATION UPON COMPLETION OF PAVING.
(SEE WSDOT STANDARD PLAN H-70.20-01)

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING..
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)

- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0019922
REGISTERED
PROFESSIONAL ENGINEER

DATE: 09/09/21

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

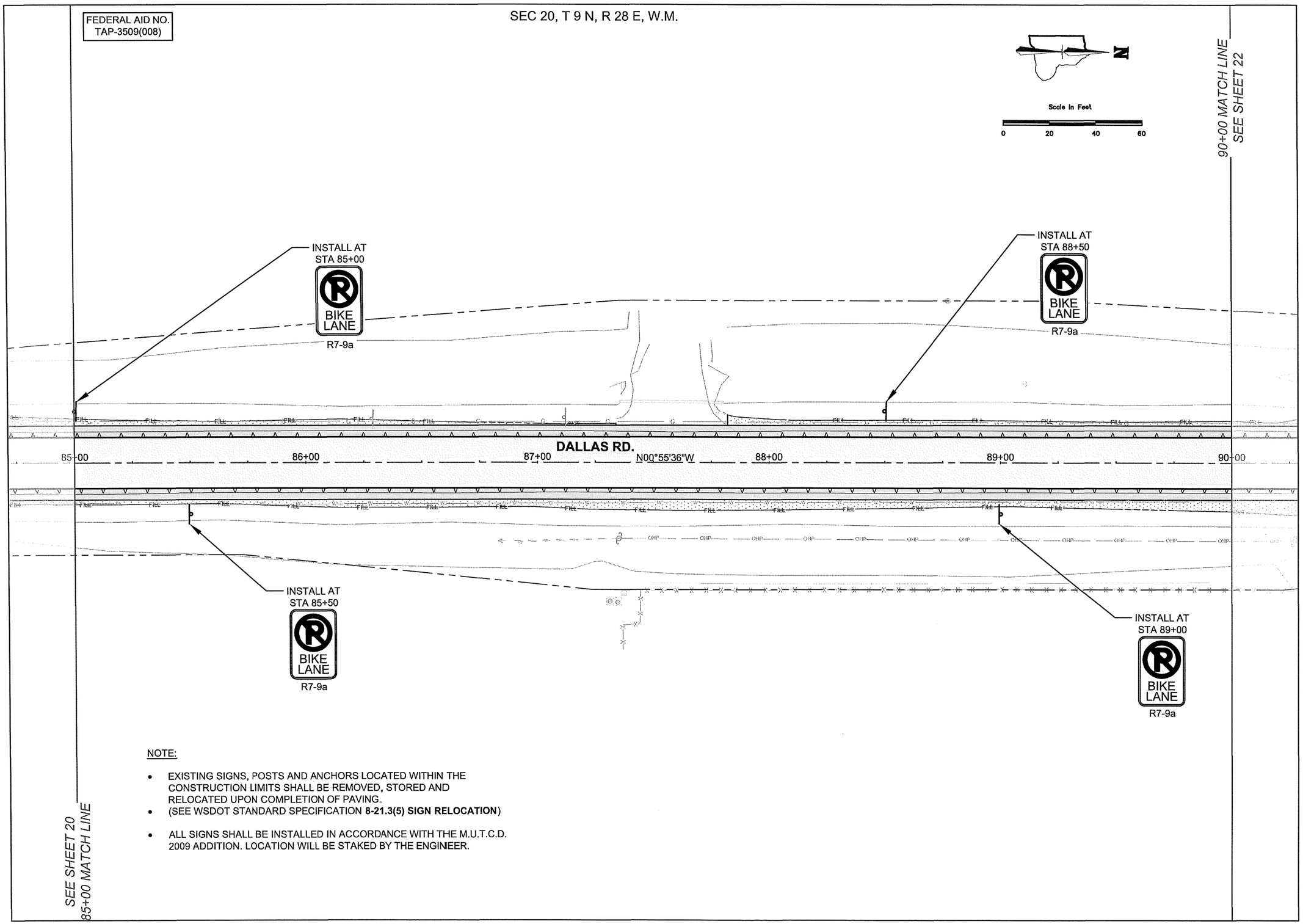
DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 20 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.



NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING..
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
003192
REGISTERED
PROFESSIONAL ENGINEER

DATE: 4/19/21

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

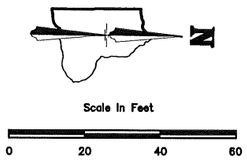
DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 21 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.



95+00 MATCH LINE
SEE SHEET 23

EXISTING MAILBOXES AND SUPPORTS SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOXES SHALL BE REINSTALLED ON A TYPE 2 MAILBOX SUPPORT AT THEIR PERMANENT LOCATION UPON COMPLETION OF PAVING. (SEE WSDOT STANDARD PLAN H-70.20-01)

SAWCUT & REMOVE EXISTING PAVEMENT, TACK AND MATCH PATHWAY INTO EXISTING APPROACH. (SEE DETAIL SHEET 3 OF 31)

INSTALL AT STA 92+00

BIKE LANE
R7-9a

279 PR NE

DALLAS RD.

90+00 91+00 92+00 N00°55'36"W 93+00 94+00 95+00

RAU LN

INSTALL AT STA 91+50

BIKE LANE
R7-9a

SAWCUT & REMOVE EXISTING PAVEMENT, TACK AND MATCH PATHWAY INTO EXISTING APPROACH. (SEE DETAIL SHEET 3 OF 31)

EXISTING WATER VALVE SHALL BE ADJUSTED TO FINISHED GROUND ELEVATION. (SEE CITY OF RICHLAND STANDARD DETAILS U4 & W9)

PRESERVE AND PROTECT EXISTING WATER VALVE.

EXISTING MAILBOXES AND SUPPORTS SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOXES SHALL BE REINSTALLED ON A TYPE 2 MAILBOX SUPPORT AT THEIR PERMANENT LOCATION UPON COMPLETION OF PAVING. (SEE WSDOT STANDARD PLAN H-70.20-01)

EXISTING MAILBOXES AND SUPPORTS SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOXES SHALL BE REINSTALLED ON A TYPE 2 MAILBOX SUPPORT AT THEIR PERMANENT LOCATION UPON COMPLETION OF PAVING. (SEE WSDOT STANDARD PLAN H-70.20-01)

SEE SHEET 21
90+00 MATCH LINE

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
00318
REGISTERED PROFESSIONAL ENGINEER

DATE 04/19/21

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 22 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.

100+00 MATCH LINE
SEE SHEET 24

EXISTING MAILBOXES AND SUPPORTS SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOXES SHALL BE REINSTALLED ON A TYPE 2 MAILBOX SUPPORT AT THEIR PERMANENT LOCATION UPON COMPLETION OF PAVING. (SEE WSDOT STANDARD PLAN H-70.20-01)

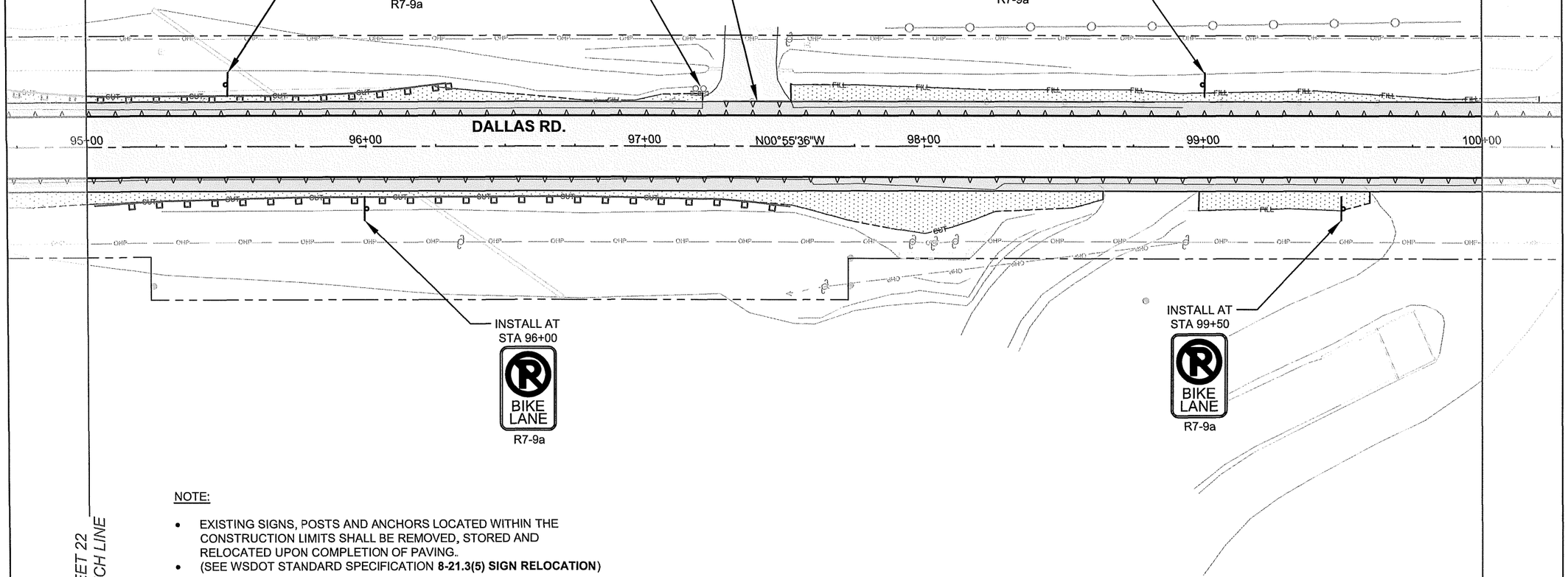
INSTALL AT STA 95+50

R7-9a

SAWCUT & REMOVE EXISTING PAVEMENT, TACK AND MATCH PATHWAY INTO EXISTING APPROACH. (SEE DETAIL SHEET 3 OF 31)

INSTALL AT STA 99+00

R7-9a



INSTALL AT STA 96+00

R7-9a

INSTALL AT STA 99+50

R7-9a

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING..
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEE SHEET 22
95+00 MATCH LINE

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED
PROFESSIONAL ENGINEER

DATE 04/19/21

DATE	BY	DESCRIPTION	REV.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

PLAN SHEET

SHEET 23 OF 31

FEDERAL AID NO.
TAP-3509(008)

SEC 20, T 9 N, R 28 E, W.M.

Scale In Feet
0 20 40 60

105+00 MATCH LINE
SEE SHEET 25

INSTALL AT
STA 102+00
BIKE LANE
R7-9a

INSTALL AT
STA 105+00
BIKE LANE
R7-9a

DALLAS RD.

100+00 101+00 N00°55'36"W 102+00 103+00 104+00 105+00 N00°55'

INSTALL AT
STA 103+00
BIKE LANE
R7-9a

EXISTING MAILBOX AND SUPPORT SHALL BE REMOVED AND MAINTAINED IN A TEMPORARY LOCATION DURING CONSTRUCTION. MAILBOX SHALL BE REINSTALLED ON A TYPE 1 MAILBOX SUPPORT AT IT'S PERMANENT LOCATION UPON COMPLETION OF PAVING.
(SEE WSDOT STANDARD PLAN H-70.20-01)

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING..
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)
- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

SEE SHEET 23
100+00 MATCH LINE

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER

DATE 04/14/21

DATE	BY	DESCRIPTION	REV.

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE AND MAY ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

SHEET 24 OF 31

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

FEDERAL AID NO.
TAP-3509(008)

W11-1
(18"x18")

INSTALL AT
STA 106+25

STA - 106+15
INSTALL PAINTED BICYCLE LANE SYMBOL.
(SEE WSDOT STANDARD PLAN M-9.50-02)

W16-7P
(24"x12")

BIKE ROUTE
D11-1bP

ARENA RD.

Scale In Feet
0 20 40 60

INSTALL AT
STA 106+25

NO
MOTOR
VEHICLES
R5-3

EXISTING GAS VALVE SHALL BE ADJUSTED TO
FINISHED GROUND ELEVATION.
(SEE CITY OF RICHLAND STANDARD DETAILS U4 & W9I)

END PATHWAY LEFT
STATION: 106+78.02
OFFSET: 50.97' L

INSTALL 23 L.F. 24 INCH PAINTED STOP LINE

R=40'

104+00 105+00 N00°55'36"W 106+00

DALLAS RD.

STATION=106+92.86

FOUND IRON PIN

DALLAS RD.

R=40'

SAWCUT & REMOVE EXISTING
PAVEMENT, TACK AND MATCH
PATHWAY INTO EXISTING APPROACH.
(SEE DETAIL SHEET 3 OF 31)

END PATHWAY RIGHT
STATION: 106+81.24
OFFSET: 39.52' R

ARENA RD.

SEE SHEET 24
105+00 MATCH LINE

NOTE:

- EXISTING SIGNS, POSTS AND ANCHORS LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED, STORED AND RELOCATED UPON COMPLETION OF PAVING.
- (SEE WSDOT STANDARD SPECIFICATION **8-21.3(5) SIGN RELOCATION**)

- ALL SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE M.U.T.C.D. 2009 ADDITION. LOCATION WILL BE STAKED BY THE ENGINEER.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
09/1952
REGISTERED
PROFESSIONAL ENGINEER

DATE 09/09/21

REV.	DESCRIPTION	BY	DATE

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS
BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS

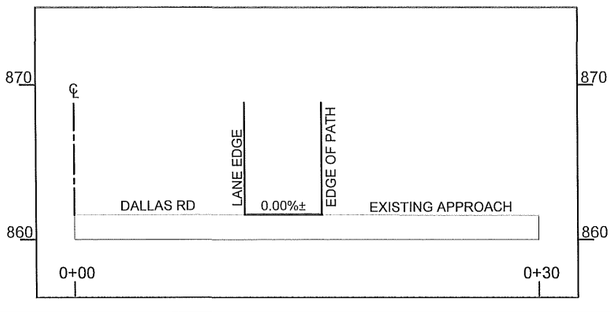
DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

PLAN SHEET

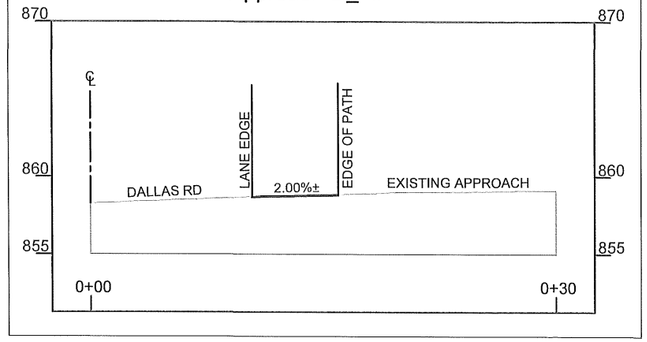
SHEET 25 OF 31

FEDERAL AID NO.
TAP-3509(008)

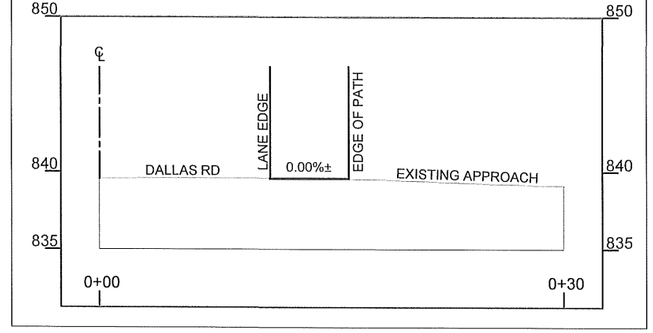
Approach Lt_ 32+85



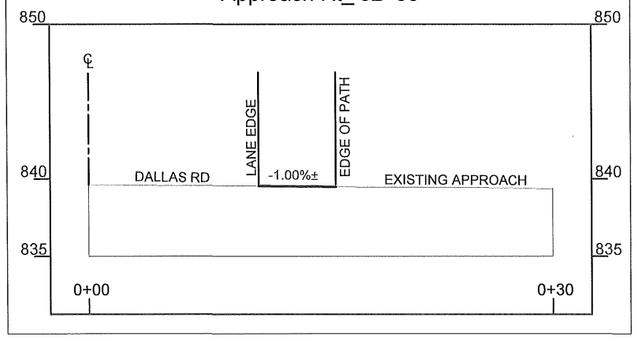
Approach Lt_40+70



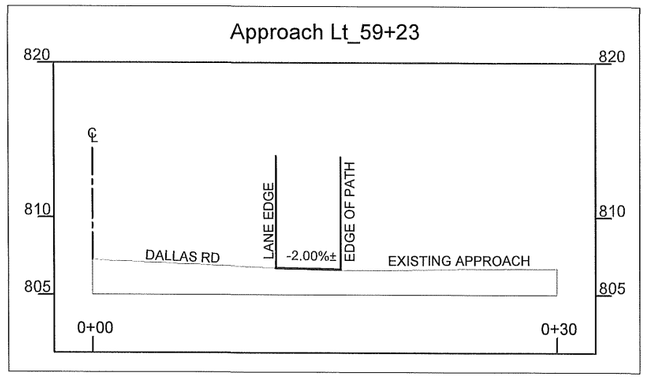
Approach Lt_52+50



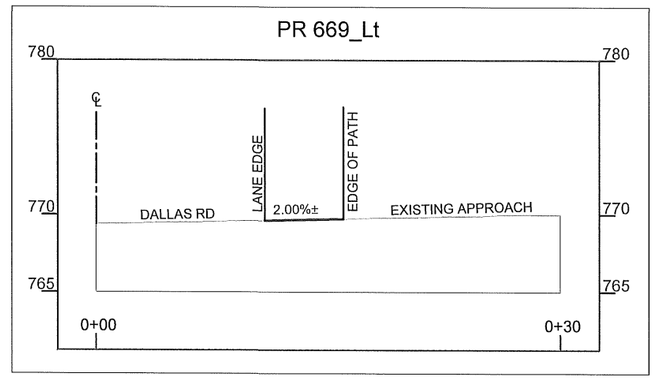
Approach Rt_ 52+50



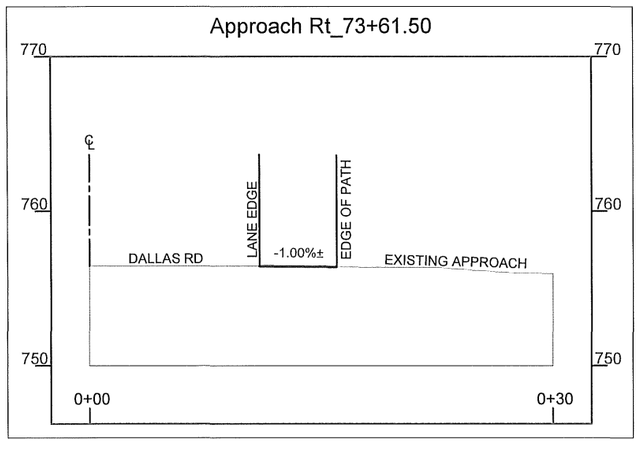
Approach Lt_59+23



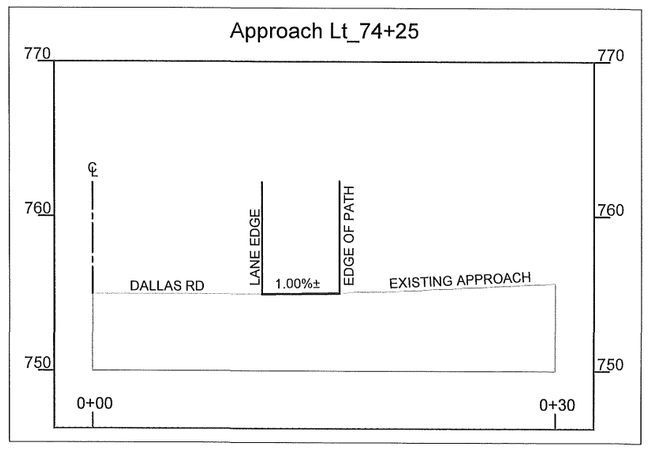
PR 669_Lt



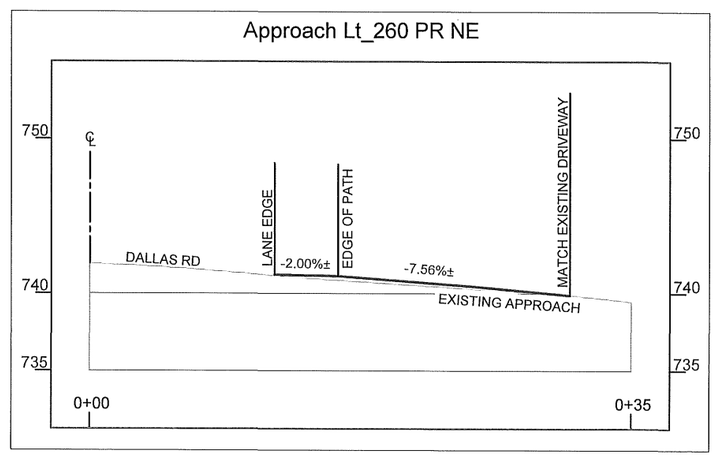
Approach Rt_73+61.50



Approach Lt_74+25



Approach Lt_260 PR NE



BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
001953
REGISTERED PROFESSIONAL ENGINEER

DATE 04/27/21

DESCRIPTION	REV.	BY	DATE

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING UTILITIES & NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

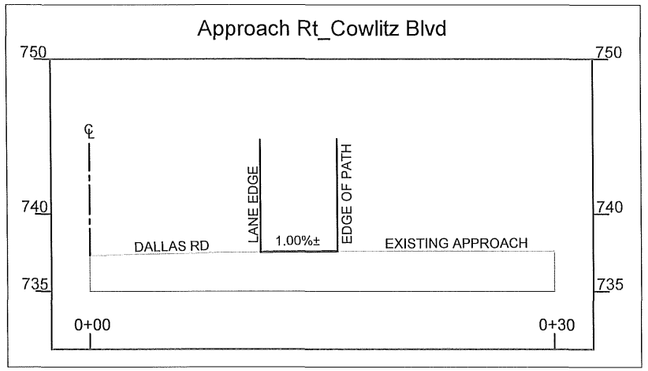
DR'N: RMM	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

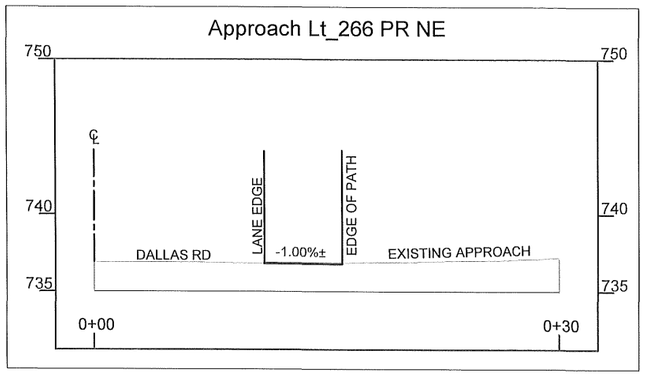
APPROACH PROFILES

FEDERAL AID NO.
TAP-3509(008)

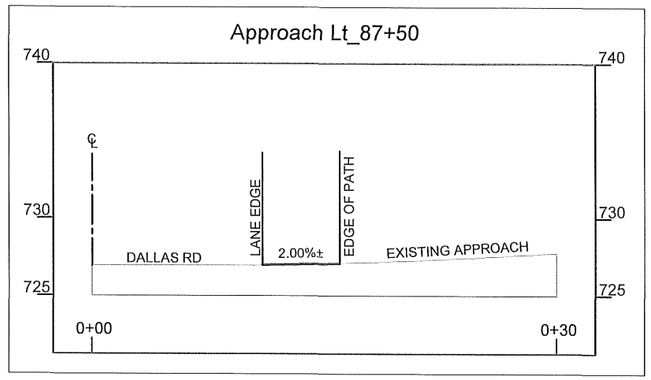
Approach Rt_Cowlitz Blvd



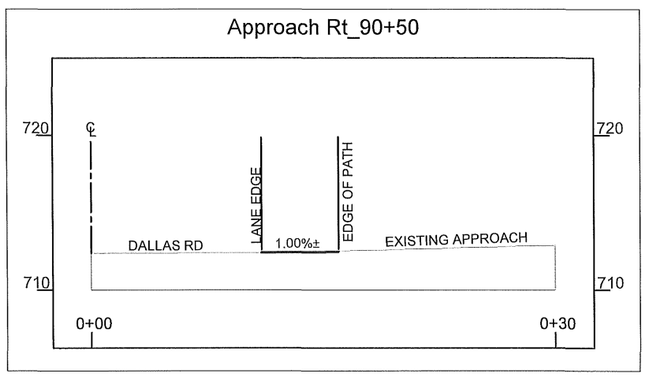
Approach Lt_266 PR NE



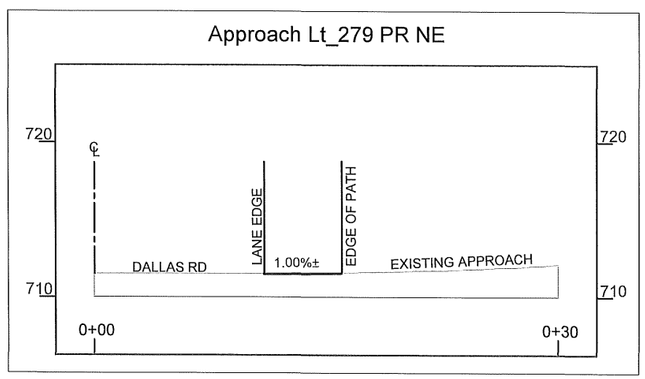
Approach Lt_87+50



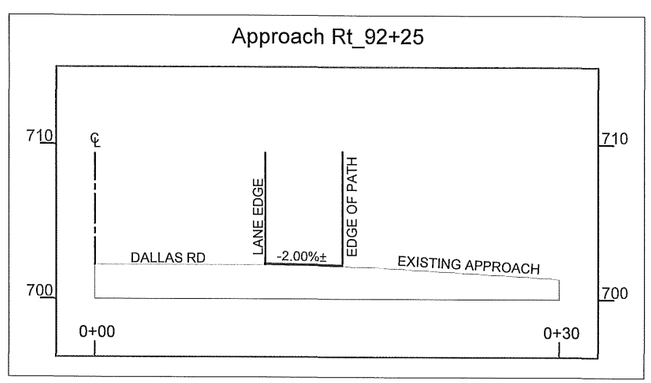
Approach Rt_90+50



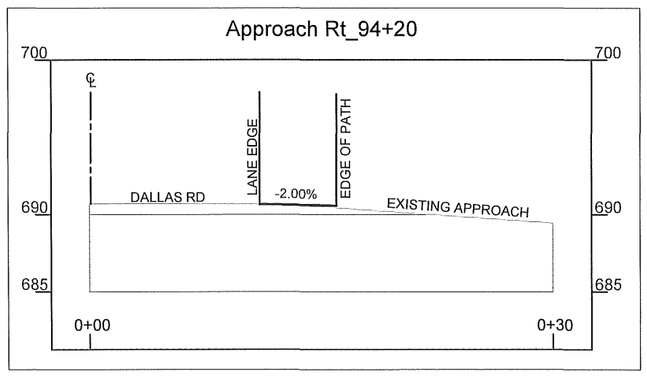
Approach Lt_279 PR NE



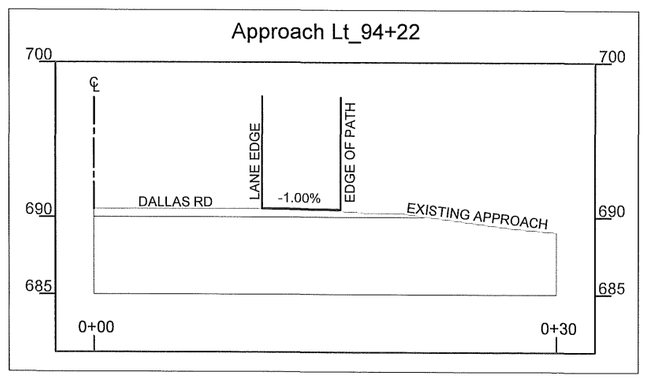
Approach Rt_92+25



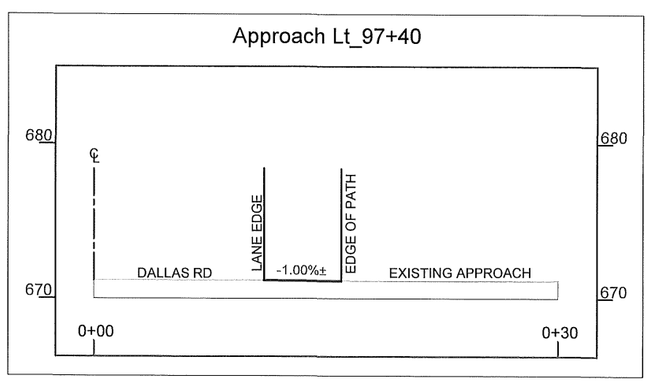
Approach Rt_94+20



Approach Lt_94+22



Approach Lt_97+40



BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
6003
REGISTERED PROFESSIONAL ENGINEER

DATE: 08/24/21

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

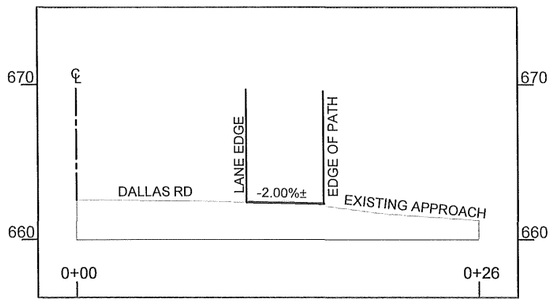
DR'N: RMM	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

APPROACH PROFILES

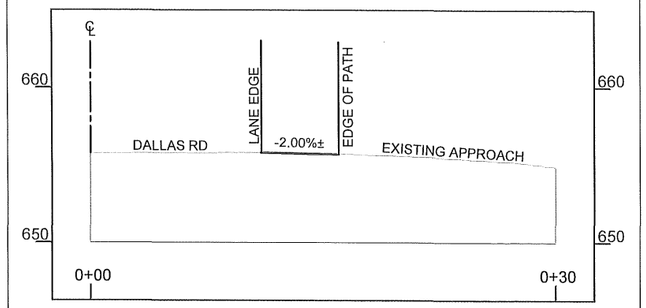
SHEET 27 OF 31

FEDERAL AID NO.
TAP-3509(008)

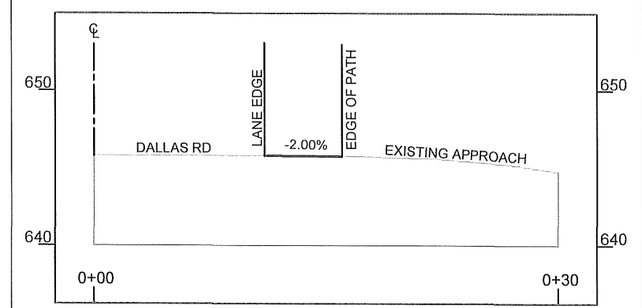
Approach Rt_98+75



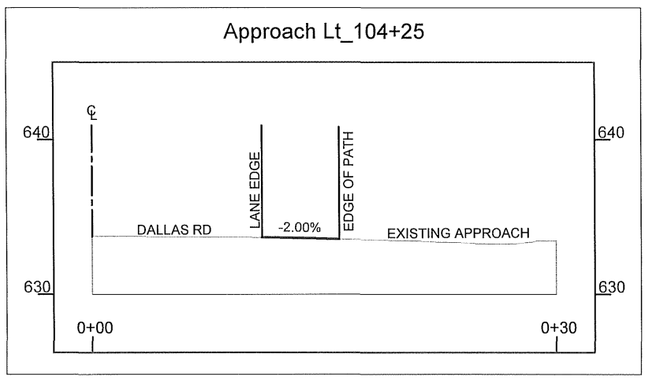
Approach Rt_100+00



Approach Rt_101+75



Approach Lt_104+25



BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
003106
REGISTERED
PROFESSIONAL ENGINEER

DATE 09/16/24

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555

ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN ON THESE PLANS. THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY BOTH UNDERGROUND & ABOVE GROUND EXISTING CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DR'N: RMM	CH'D:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

APPROACH PROFILES

FEDERAL AID NO.
TAP-3509(008)

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730

TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R

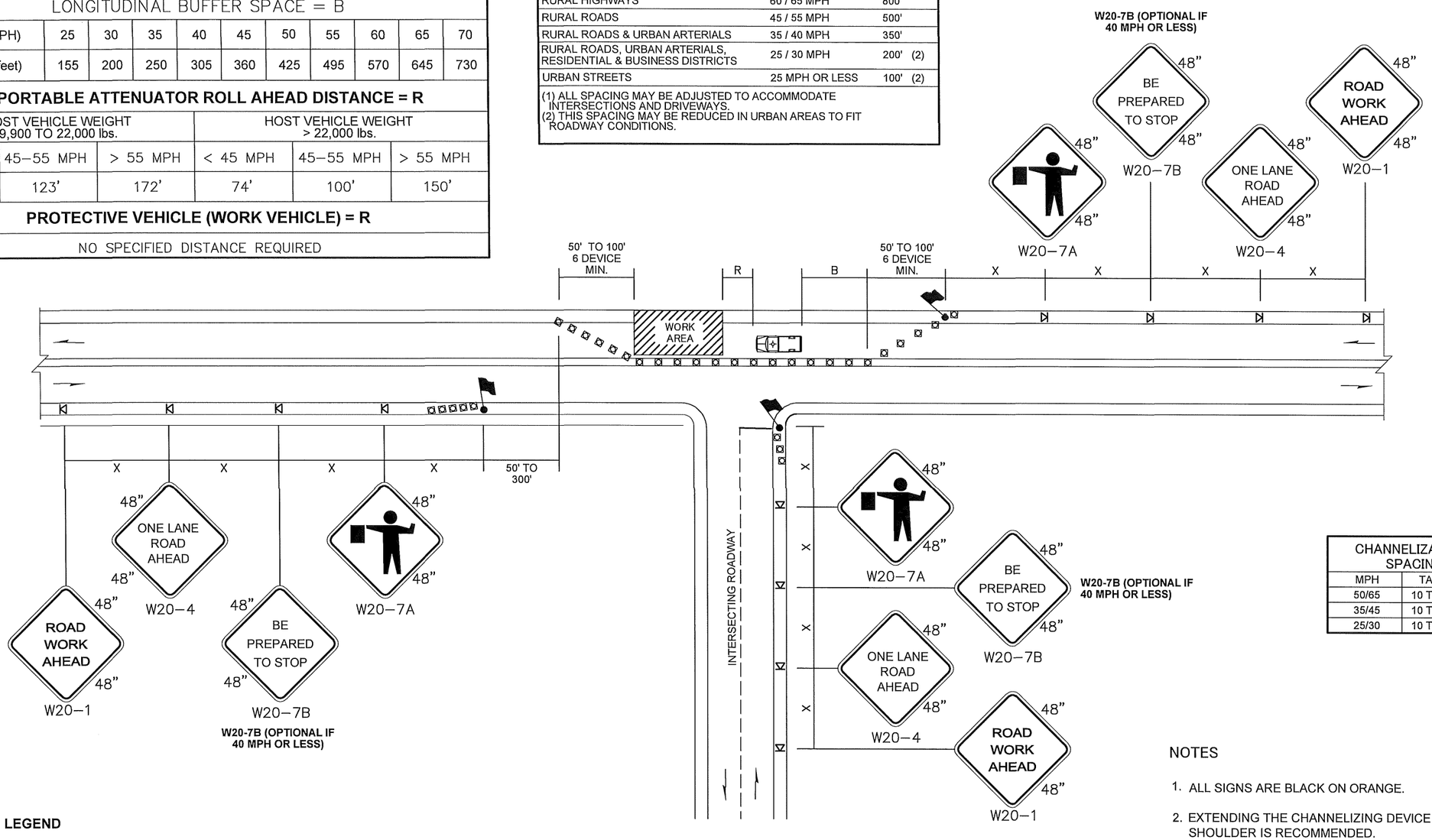
HOST VEHICLE WEIGHT 9,900 TO 22,000 lbs.			HOST VEHICLE WEIGHT > 22,000 lbs.		
< 45 MPH	45–55 MPH	> 55 MPH	< 45 MPH	45–55 MPH	> 55 MPH
100'	123'	172'	74'	100'	150'

PROTECTIVE VEHICLE (WORK VEHICLE) = R

NO SPECIFIED DISTANCE REQUIRED

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800'
RURAL ROADS	45 / 55 MPH	500'
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350'
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (2)
URBAN STREETS	25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE

ONE–LANE, TWO–WAY TRAFFIC CONTROL WITH FLAGGERS

NOT TO SCALE

CHANNELIZATION DEVICE SPACING (FEET)		
MPH	TAPER	TANGENT
50/65	10 TO 20	80
35/45	10 TO 20	60
25/30	10 TO 20	40

NOTES

1. ALL SIGNS ARE BLACK ON ORANGE.
2. EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
3. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE **STANDARD SPECIFICATIONS** FOR ADDITIONAL DETAILS.
4. SEE **SPECIAL PROVISIONS** FOR WORK HOUR RESTRICTIONS.

BENTON COUNTY WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT STATE OF WASHINGTON 003196 REGISTERED PROFESSIONAL ENGINEER

DATE: 6/14/21

REV.	DESCRIPTION	BY	DATE

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG 1-800-424-5555

ALL UNDERGROUND UTILITIES AND STRUCTURES ARE NOT SHOWN. THE LOCATION OF THOSE SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UNDERGROUND & ABOVE GROUND UTILITY CONDITIONS. NOTIFY ENGINEER FOR RESOLUTION OF CONFLICTS.

DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

TRAFFIC CONTROL PLAN 1

FEDERAL AID NO.
TAP-3509(008)

SIGN SPACING = X (1)		
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350'
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (2)
URBAN STREETS	25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (feet)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
8'	40	40	60	90	-	-	-	-	-	-
10'	40	60	90	90	-	-	-	-	-	-
USE A 3 DEVICES TAPER FOR SHOULDERS LESS THEN 8'										

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730

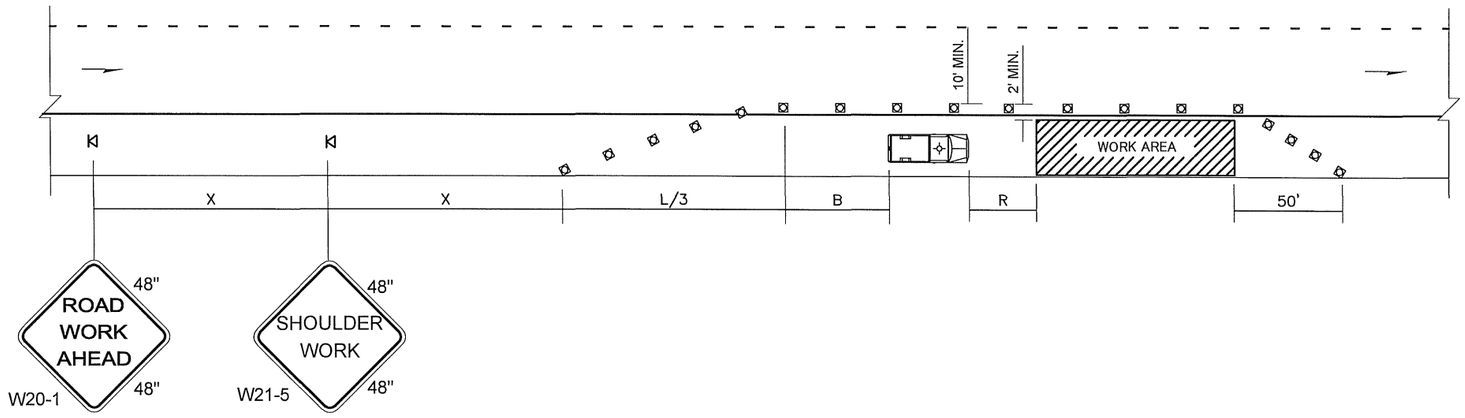
TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R

HOST VEHICLE WEIGHT 9,900 TO 22,000 lbs.			HOST VEHICLE WEIGHT > 22,000 lbs.		
< 45 MPH	45–55 MPH	> 55 MPH	< 45 MPH	45–55 MPH	> 55 MPH
100'	123'	172'	74'	100'	150'

PROTECTIVE VEHICLE (WORK VEHICLE) = R

NO SPECIFIED DISTANCE REQUIRED

CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
35/40	30	60
25/30	20	40



LEGEND

- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE

SHOULDER CLOSURE – LOW SPEED

(40 MPH OR LESS)

NOT TO SCALE

NOTES

1. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT).
2. ALL SIGNS ARE BLACK ON ORANGE.

BENTON COUNTY WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. DHONDT
STATE OF WASHINGTON
0031922
REGISTERED PROFESSIONAL ENGINEER

Date 04/14/21

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
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DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

TRAFFIC CONTROL PLAN 2

FEDERAL AID NO.
TAP-3509(008)

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)										
SHOULDER WIDTH (feet)	Posted Speed (mph)									
	25	30	35	40	45	50	55	60	65	70
8'	-	-	-	-	120	130	150	160	170	190
10'	-	-	-	-	150	170	190	200	220	240
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.										

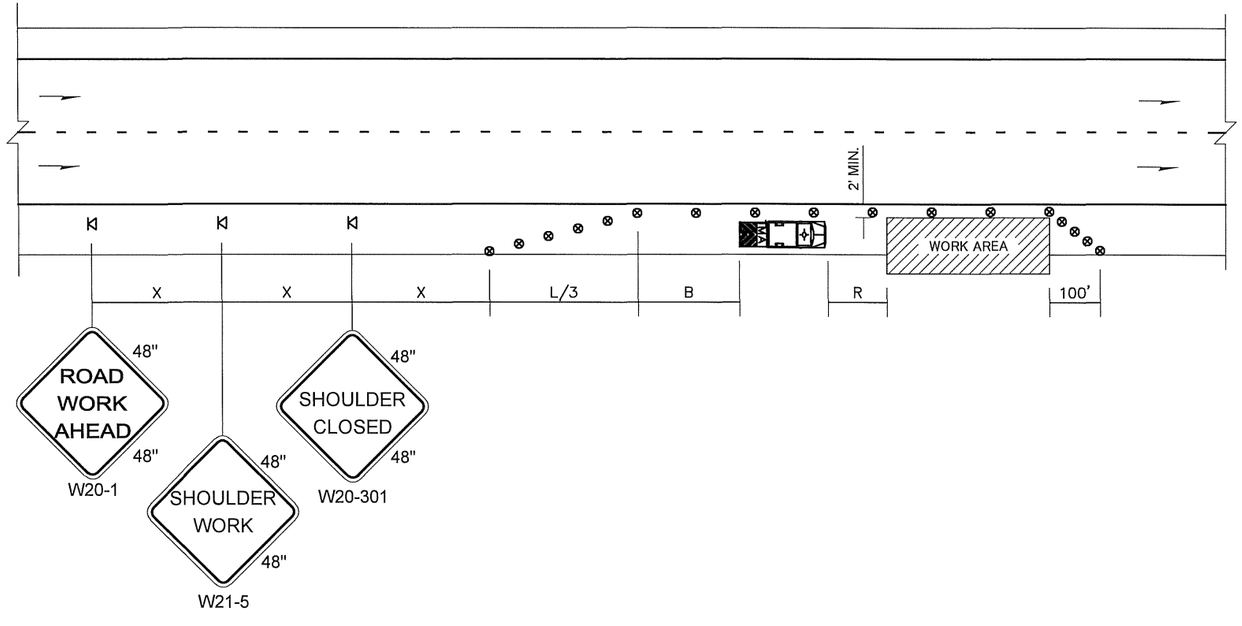
SIGN SPACING = X (1)		
FREEWAYS & EXPRESSWAYS	55 / 70 MPH	1500'
RURAL HIGHWAYS	60 / 65 MPH	800'
RURAL ROADS	45 / 55 MPH	500'
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.		

CHANNELIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	360	425	495	570	645	730

TRANSPORTABLE ATTENUATOR ROLL AHEAD DISTANCE = R

HOST VEHICLE WEIGHT 9,900 TO 22,000 lbs.			HOST VEHICLE WEIGHT > 22,000 lbs.		
< 45 MPH	45–55 MPH	> 55 MPH	< 45 MPH	45–55 MPH	> 55 MPH
100'	123'	172'	74'	100'	150'



LEGEND

- TEMPORARY SIGN LOCATION
- TRAFFIC SAFETY DRUM
- TRANSPORTABLE ATTENUATOR

SHOULDER CLOSURE – HIGH SPEED

NOT TO SCALE

NOTES

1. NO ENCROACHMENT IN TRAVELED LANE. IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED.
2. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT) O.C.
3. ALL SIGNS ARE BLACK ON ORANGE.

BENTON COUNTY
WASHINGTON

DALLAS ROAD BIKE PATH PROJECT

C.E. 2102 CRP

PREPARED UNDER THE DIRECTION OF & APPROVED BY:

DOUGLAS P. D'HONDT
STATE OF WASHINGTON
001922
REGISTERED
PROFESSIONAL ENGINEER

DATE: 08/19/24

DATE	BY	DESCRIPTION	REV.

DALLAS ROAD BIKE PATH PROJECT
C.E. 2102 CRP

CALL TWO WORKING DAYS BEFORE YOU DIG
1-800-424-5555
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DRN: RMM	CHD:
HORIZ. SCALE:	
VERT. SCALE:	
REVISION:	

TRAFFIC CONTROL PLAN 3

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	May 4, 2021
Subject:	Accepting work by Stripe Rite, Inc. for the 2020 Pavement Marking project
Presenter:	
Prepared By:	slc
Reviewed By:	D. D'Hondt

PA Review, Approval to Form: ☐ Yes ☐ No ☒ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:

- ☒ Consent Agenda
- ☐ Public Hearing
- ☐ Scheduled Business

Type of Action Needed:

- ☐ Discussion Only (1st)
- ☐ Discussion Only (2nd)
- ☐ Decision/Direction
- ☐ Sign Letter/Document
- ☐ Pass Motion
- ☒ Pass Resolution
- ☐ Pass Ordinance
- ☐ Execute Contract

Summary / Background Information

The County entered into a contract with Stripe Rite, Inc. for the 2020 Pavement Marking project on July 14, 2020 (Res. 2020-458). Stripe Rite, Inc. has completed all work required under the contract. The project has been examined by the County Engineer and has been found to be in compliance with the project specifications and drawings.

Fiscal Impact

Amount: N/A

Fund: N/A

Recommendation

The County Engineer recommends that the Board formally accept Stripe Rite, Inc.'s work and the project as complete and authorize the release of the retainage.

Suggested Motion

Approve as part of the Consent Agenda.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF ACCEPTING WORK PERFORMED BY STRIPE RITE, INC. UNDER CONTRACT FOR C.E. 2090 SMP – 2020 PAVEMENT MARKING

WHEREAS, on July 14, 2020 the Board of County Commissioners entered into a contract with Stripe Rite, Inc. of Kennewick, Washington (Resolution 2020-458) for C.E. 2090 SMP – 2020 Pavement Marking; and

WHEREAS, the contractor has completed all work required pursuant to their contract with Benton County for the project; and

WHEREAS, all releases for the project retainage have been received and all close out paperwork is in order; and

WHEREAS, this project has been examined by the County Engineer and has been found to be in compliance with the applicable project specifications and drawings; and

WHEREAS, it is the County Engineer's recommendation that the Board of Benton County Commissioners formally accept the contractor's work and the project as complete; **NOW, THEREFORE,**

BE IT RESOLVED, the Board of Benton County Commissioners concurs with the County Engineer's recommendation and hereby accepts the work performed by Stripe Rite, Inc. under contract for C.E. 2090 SMP – 2020 Pavement Marking as being completed in conformance with the contract documents; and

BE IT FURTHER RESOLVED, the Board authorizes the release of the retainage in the amount of $14,623.76.

Dated this 4th day of May 2021.

_____
Chairman

_____
Chairman Pro-Tem

_____
Member
Constituting the Board of County Commissioners of Benton County, Washington

Attest:_____
Clerk of the Board

Original: Public Works

S. Christen

COMMISSIONERS' AGENDA ACTION SHEET

Meeting Date:	5/04/2021
Subject:	2021-2022 Bi-County IT Interlocal Agreement
Presenter:	N/A
Prepared By:	Tiffany Deaton
Reviewed By:	Robert Heard

PA Review, Approval to Form: ☒ Yes ☐ No ☐ N/A *(If no, include reasoning for no approval)*

Type of Agenda Item:	**Type of Action Needed:** *(Multiple boxes can be checked, if necessary)*	
☒ Consent Agenda	☐ Discussion Only	☐ Pass Motion
☐ Public Hearing	☐ Decision / Direction	☒ Pass Resolution
☐ Scheduled Business	☐ Sign Letter / Document	☐ Pass Ordinance
		☒ Execute Contract

Summary / Background Information

Resolution to approve the Bi-County IT Interlocal Agreement starting January 1, 2021 through December 31, 2022 to enable the Superior Court electronic access to all technology for both counties regardless of the location of the user and to identify the associated costs.

Fiscal Impact

No fiscal impact to Benton County. Fiscal impact to Franklin County based on services requested of Benton County as stated under the agreement.

Recommendation

The Court recommends approval of the contract.

Suggested Motion

Approved as part of consent agenda.

JOINT RESOLUTION

BENTON COUNTY RESOLUTION NO. _____

FRANKLIN COUNTY RESOLUTION NO. 2021-088

BEFORE THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES, WASHINGTON:

IN THE MATTER OF APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARDS OF COMMISSIONERS OF BENTON AND FRANKLIN COUNTIES REGARDING SUPERIOR COURT INFORMATION TECHNOLOGY SERVICES BETWEEN BENTON COUNTY AND FRANKLIN COUNTY

WHEREAS, pursuant to RCW 36.01.010 and RCW 36.32.120, the legislative authority of each county is authorized to enter into contracts on behalf of the county and have the care of county property and management of county funds and business; and

WHEREAS, pursuant to RCW 39.34, the legislative authority of each county is authorized to make efficient use of their powers on a basis of mutual advantage to provide services to the local community; and

WHEREAS, by Laws of 1951, Chapter 125, the Washington Legislature created the Benton and Franklin Counties Superior Court (hereinafter "Superior Court") whereby the judicial officers appointed or elected thereto serve in both counties at all times, whether they are located in Benton County, Franklin County or elsewhere; and

WHEREAS, the Superior Court judicial officers and court administration staff have historically used and continue to use Benton County Information Technology servers and Information Technology staff for email services, including the storage of emails, internet, folder/file sharing, superior court applications, financial applications, archiving and security applications; and

WHEREAS, such use has been under the terms of written agreement since April of 2017, with the current agreement set to expire December 31, 2020; and

WHEREAS, the continued use of Benton County's Information Technology network and Information Technology staff by Superior Court judicial officers and court administration staff is important to maintaining and conducting Superior Court proceedings whether the judicial officers and staff are located in Benton County, Franklin County or elsewhere; and

WHEREAS, the Boards of Commissioners for the two counties desire to enter into a similar agreement for the term of January 1, 2021 through December 31, 2022; **NOW THEREFORE,**

Original – BC Commissioners, FC Commissioners
Cc. Auditor, Superior Court, IT

BE IT RESOLVED, that the Board of Benton County Commissioners hereby approve the attached Interlocal Agreement for Provision of Information Technology Services between the Boards of Commissioners of Benton and Franklin Counties; and

BE IT RESOLVED, that the Board of Franklin County Commissioners hereby approves the attached Interlocal Agreement for Provision of Information Technology Services between the Boards of Commissioners of Benton and Franklin Counties.

Dated this ..... day of, ..., 2021
BENTON COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

ATTEST:

Clerk of the Board

Dated this 27 day of April, 2021
FRANKLIN COUNTY BOARD OF COMMISSIONERS

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Franklin County, Washington

ATTEST:

Clerk of the Board

Prepared by: T. Deaton

Original – BC Commissioners, FC Commissioners
Cc. Auditor, Superior Court, IT

INTERLOCAL AGREEMENT FOR PROVISION OF INFORMATION TECHNOLOGY SERVICES BETWEEN COUNTY OF BENTON AND COUNTY OF FRANKLIN

THIS AGREEMENT is between Benton and Franklin Counties, political subdivisions of the State of Washington and is effective as of the date executed by both parties.

WHEREAS, RCW 39.34 authorizes local governmental units to enter into agreements with other public agencies to make efficient use of their powers on a basis of mutual advantage to provide services to the local community; and

WHEREAS, by Laws of 1951, Chapter 125, the Washington Legislature created the Benton Franklin Counties Superior Court (hereinafter "Superior Court") whereby the judicial officers appointed or elected thereto serve in both counties at all times, whether they are located in Benton County, Franklin County or elsewhere; and

WHEREAS, the Superior Court judicial officers and court administration staff have historically used and continue to use Benton County Information Technology servers and Information Technology staff for email services, including the storage of emails, internet, folder\file sharing, superior court applications, financial applications, archiving, and security applications; and

WHEREAS, such use has been under the terms of written agreements since April of 2017, with the current agreement set to expire December 31, 2020; and

WHEREAS, the continued use of Benton County's Information Technology network and Information Technology staff by Superior Court judicial officers and court administration staff is important to maintaining and conducting Superior Court proceedings whether the judicial officers and staff are located in Benton County, Franklin County or elsewhere; and

NOW, THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows effective January 1, 2021:

1. It is agreed upon between the Counties that Superior Court judicial officers and court administration staff shall be able to utilize the Benton County Information Technology Services set forth in Exhibit A, pursuant to the terms of this agreement. As further set forth in Exhibit A, Superior Court judicial officers and court administration shall have access to the services of Benton County Information Technology services for work on Benton County hardware to accommodate the Odyssey program used for both Benton County and Franklin County court cases. This agreement shall be administered by the Benton County Information Technology Manager.

2. Franklin County shall reimburse Benton County for its services provided pursuant to sections 1 and 2 of Exhibit A and at the rates established in Exhibit B, Cost of Services.

For existing services provided as described in paragraph 3 of Exhibit A, there will be no charge other than the budget assessment historically made to the Superior Court for IT services. This is an agreement for services only and no real or personal property will be acquired pursuant to this agreement.

3. Franklin County shall comply with the terms of the Security Policy set forth in Exhibit C as a condition to receiving services under this agreement.

4. Benton County will use its best efforts to bill Franklin County by the 10th (tenth) of the month following the month in which reimbursable services were provided. Franklin County will reimburse Benton County within thirty (30) days of billing for service. A delay in billing by Benton County does not relieve Franklin County of the obligation to pay within thirty (30) days of actual billing.

5. This agreement will be administered by the Superior Court Administrator.

6. This agreement may be terminated, in-writing, by either party. Termination shall not be effective until ninety (90) days from mailing to the addresses set forth below or personal delivery to either the Chairperson of the Board or County Administrator for the respective county.

Board of Benton County Commissioners
620 Market Street
Prosser, WA 99350

Board of Franklin County Commissioners
1016 N. 4th Ave
Pasco, WA 99301

7. Venue for any legal action regarding this agreement shall be in Yakima County, Washington. If any term or provision of this agreement is in whole or part, held invalid or unenforceable by any court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect.

8. Franklin County shall defend, indemnify and hold harmless Benton County, its officials, agents and employees from and against any and all claims, losses, damages, judgments, or liabilities of whatever nature, including attorney fees, made by or on behalf of any person or entity arising from the provision of Information Technology services by Benton County to Superior Court pursuant to sections 1 or 2 of Exhibit A; provided, Franklin County's obligations hereunder shall not extend to claims, losses, damages, judgments or liabilities caused by or arising out of grossly negligent actions or omissions or willful misconduct by Benton County or its employees or agents. With respect to services provided to Benton County Superior Court under paragraph 3 of Exhibit A, such services are rendered on behalf of the bi-county judicial officials, and the two Counties shall be jointly and severally

liable for damages, claims, losses, judgments or liabilities of any nature, including penalties and attorney fees, made by or on behalf of any person or entity arising from the provision of such IT services or the work of the Court's public records officer.

9. This agreement constitutes the entire agreement of the parties and may only be amended in writing by mutual agreement of the parties.

10. This agreement shall be effective January 1, 2021 through December 31, 2022 upon the duly authorized signatures of the parties' representatives. Before September 30, 2022, representatives from Superior Court and the board of commissioners' offices of both Benton and Franklin counties shall meet and discuss a recommendation to enter into another annual agreement between the counties.

11. Each County shall file this agreement with their respective Auditor's Office upon its execution.

IN WITNESS WHEREOF said parties have caused this Agreement to be signed by the duly authorized officials on the day and year indicated below.

FRANKLIN COUNTY,
WASHINGTON

By: _____
Chairman, Board of County Commissioners

Date: 4-27-2021

Attest:

_____
Clerk of the Board

Date: 4-27-2021

Approved as to form:

_____
Franklin County Prosecuting Attorney

Date: 11/18/2020

BENTON COUNTY,
WASHINGTON

By: _____
Chairman, Board of County Commissioners

Date: _____

Attest:

_____
Clerk of the Board

Date: _____

Approved as to form:

Ryan K Brown
_____
Benton County Prosecuting Attorney

Date: 11/18/20

2021-088

Exhibit A
Service Levels

1. Services Provided at Franklin County Courthouse

It is agreed that three computers owned by Franklin County in judicial chambers, one computer owned by Franklin County in the Franklin County Administrator's Office at the Franklin County Courthouse, and three All-in-One Computers owned by Franklin County located on the bench in Superior Court Courtroom 1, Superior Court Courtroom 2 and Superior Court Courtroom 3 at the Franklin County Courthouse will be allowed to access the Benton County network. In connection with that access, Benton County will provide the following IT services:

A. Router, switch, and firewall network support.
B. Desktop support.
C. Cell phone setup and management.
D. Operating system patch management for desktops.
E. Virus and malware protection software management.
F. Operating system upgrades.
G. Peripheral adds and removes.
H. Configure judicial laptops with Benton County VPN client software.

Benton County IT will not provide service to address problems with or caused by Franklin County's network or hardware.

2. Services Provided at Benton County Justice Center and Juvenile Justice Center to Accommodate Judicial Use of Odyssey Software by Judicial Officers and Staff.

Benton County and Franklin County Superior Courts use a judicial/court management software program called "Odyssey". To allow the Superior Court judicial officers, court administration and juvenile staff to work on Benton County and Franklin County Superior Court matters regardless of location, Benton County will provide the following IT services:

A. Benton County will continue to maintain Benton County owned firewalls, routers, switches, and workstations to ensure that Superior Court judicial officers and court administration have sufficient network communication from Benton County's network to AOC via Washington State's Intergovernmental Network ("IGN").

B. Periodically update software known as "Odyssey Session Works Judge Edition" on all computers in Judicial Chambers in Benton County, including those chambers at the Juvenile Justice Center.

C. Install and periodically update software programs known as "Cisco WebEx" and "On-Base on all computers in Benton County Courtrooms, Benton County Chambers, Franklin County Courtrooms, Franklin County Chambers, Juvenile Courtrooms and Juvenile Chambers, to facilitate Benton County's operation of judicial court services to the public.

Exhibit A
Service Levels

3. Email and Public Records Request Services

Superior Court judicial officers and administrative staff will continue to be provided the following Benton County IT services to maintain compliance with the Public Records Act, RCW 42.56 and/or GR 31.1, Access to Administrative Records:

A. Email Archiving
B. Instant Message Archiving
C. Text Archiving
D. Social Media Archiving
E. Hosting of Email

All the services listed above are provided by Benton County IT or Benton County IT contracted third parties. Benton County IT and or its third-party contractors are merely bailees of certain of the Court's administrative and chamber records as defined in General Rule 31.1 adopted by the Washington State Supreme Court, holding them on behalf of the Court. As bailees, Benton County IT and third-party contractors have no independent authority to print or release records without the express written consent of the Court. Both counties acknowledge that all decisions regarding organization, retention, destruction, and management of court records will be made solely by the court, subject to available funding. Public records requests for judicial records that fall under either RCW 42.56 or GR 31.1 will be handled by the Court's public records officer. Requests for record searches that need to be conducted by Benton County IT on behalf of the Court will be submitted by the Superior Court judicial public records officer in an email. The email will contain the following information:

A. Public Records Identifier:
   The public records identifier is a naming convention used to specifically recognize the records request made to Benton County IT.
B. Record Type:
   Types of records that need to be searched, for example, email, instant messages, text messages, and or social media.
C. Search Timeframe:
   Begin and end dates used to conduct the records search.
D. Search Criteria
   Words or phrases that can be used to search public records. The use of quotes will be used to properly label each search criteria, for example, "Joe", "Smith", "Joe Smith", "JSmith@charter.net", "case number 123456-5", and "case # 123456-5".
E. Identify Staff to be included in Search Criteria:
   Email addresses that will be used to conduct the search against.

Once the search request has been received by Benton County IT, Benton County IT will provide the Court's public records officer with a projected time of completion documented in an email within four (4) business days of the date of the records search request by the Court. Upon

completion, Benton County IT will email the Court's public records officer to notify him/her that the records request is complete and where the records request results can be reviewed.

4. Requesting Support

All requests for Benton County Information Technology services should initially be made via Benton County's IT Support Portal. The IT Support Portal can be found on each judicial officer and administrative staff's desktop. The request will be forwarded to Benton County support staff for resolution. Requests may be made by telephone call directly to Benton County IT at 509-222-2399 if a judicial officer or staff determine that is appropriate under the Court's policies. Benton County IT will route the call to the appropriate support staff for response. Benton County IT Support Portal will be activated on Franklin County computers referred to herein.

Responses to requests made on weekends, holidays or any day before 8:00 a.m. or after 5:00 p.m. are at the discretion of the Benton County Information Technology Manager or Assistant Manager, who will determine whether the response will be made at the time of request or during ordinary business hours.

5. Service Levels

A. For requests submitted to Benton County's IT Support Portal on Monday through Friday, excluding holidays, from 8:00 am to 5:00 pm, the response goal is to respond within 30 minutes.

B. For requests submitted to Benton County's IT Call Center (509-222-2399) Monday through Friday, excluding holidays, from 8:00 am to 5:00 pm, the response goal is to respond within 15 minutes.

   If a call goes to voicemail, users are to leave their name, location, and phone number.

C. Service on holidays, weekends and any day before 8:00 a.m. or after 5:00 p.m. may, at the discretion of Benton County IT, be provided on an emergency basis.
   1. If an immediate response is needed during these days or hours, requests shall be made by calling 509-222-3737. That call will be forwarded to the on-call IT supervisor.
   2. If the after-hours call goes to voicemail, users are to leave their name, location, and phone number.

6. Billing

All service will be billed monthly according to Exhibit B. Services that are billed will include a brief description of the service, time spent, and the user's name that called in the service.

Exhibit B
Cost for Services

Support Function	Operating Hours	Billing	Monthly Cost
General network and desktop maintenance and support including operating system patch management, virus system software management, general troubleshooting and problem resolution that can be completed via remote access/phone.	M-F. 8:00 a.m. to 5:00 p.m., excluding holidays	*$105.00*/hour with one hour minimum	Per Incident as required
Network and desktop repair and maintenance that require onsite support.	M-F. 8:00 a.m. to 5:00 p.m., excluding holidays	*$105.00*/hour with one hour minimum (travel time will be billed)	Per Incident as required
Odyssey Services: Onsite assistance with installation or updating of Odyssey Session Works Judge Edition software.	M-F. 8:00 a.m. to 5:00 p.m., excluding holidays	*$105.00*/hour with one hour minimum	Per Incident as required
All support responses by Benton County technical support during after-hours, weekends or holidays, if provided.	All days and time other than business hours described above	*$170.00*/hour with one hour minimum (travel time will be billed)	Per Incident as required

Exhibit C
Security Policy

1. Purpose

Superior Court judicial officers and Superior Court administrative staff, as well as Franklin County shall adhere to this Security Policy in connection with the use of Benton County network resources to conduct court business while at the Franklin County Courthouse. Only the authorized seven computers at the Franklin County Courthouse shall have access to the Benton County network resources. Those seven computers are to be managed/administered by Benton County's Information Technology (IT) Department. This Security Policy is aimed to set forth the security practices that Franklin County will follow in order for Benton County resources to be used from the Franklin County Courthouse.

Definitions

- **Judge's Chambers**. Three offices designated as locations where computers owned by Franklin County will be able to connect to the Benton County network.
- **Superior Court Courtrooms**. Three Superior Courtrooms at the Franklin County Courthouse where computers for judicial use, owned by Franklin County, will be able to connect to the Benton County network.
- **Administrator's Office.** One office in the Franklin County Courthouse designated as location where a computer owned by Franklin County for use by judicial staff will be able to connect to the Benton County network.
- **Private Network**. A network that is owned and maintained by one or more agencies that is available for exclusive use only.
- **Network Firewall**. Network security system that acts as a barrier between internal and external networks.
- **Bi-County Police Information Network (BiPIN)**. The BiPIN network is a private network established to provide local law enforcement agencies access to a regional criminal database called Intergraph's Law Enforcement Automated Data System (I/LEADS).
- **Benton County Network Resources**. Benton County internal network connected systems that support Benton County business. County network resources shall include but are not limited to internet, printers, email, file shares, financial applications, and department applications.
- **Group Policy**. A feature in Microsoft that allows Benton County IT to control users and computer accounts across Benton County's network.
- **Physical Security**. Entrances limiting access to designated areas where computers are only available to authorized personnel.

2. Scope

Security is defined as the ability to protect the integrity, availability, and confidentiality of information held by Benton County. In addition, this security policy is to protect Benton County

network resources from unauthorized use or modification. It includes the security of Benton County facilities and off-site data storage; computing, telecommunications, and applications related to providing public services to Benton County. In order for Benton County network resources to be used from Franklin County, Franklin County will follow the security measures described below.

3. Applicability/Enforcement

A. This policy applies to Superior Court judicial officers and Superior Court administrative staff who access Benton County's network from the Franklin County Courthouse.

B. This policy applies to four Franklin County owned computers used from the Franklin County Courthouse that are managed/administered by Benton County's IT Department.

C. Benton County reserves the right to revoke the system privileges of any user/computer at any time. Conduct that interferes with the normal and proper operation of Benton County network resources, which adversely affects the ability of others to use these network resources, or which is harmful, offensive, or inappropriate will not be permitted.

4. Security Policies for System Users and Computers

All system users and computers will be assigned a unique computer name, user login name (User-ID), and password to access Benton County's network. Any user or computer additions, removals, and modifications requested by Superior Court judicial officers/administrative staff will be performed by Benton County IT. User requests can be submitted to Benton County IT by the terms in Exhibit A. In return for access to Benton County's network from the Franklin County Courthouse, Franklin County IT, Superior Court judicial officers, and Superior Court administrative staff will:

A. Be held responsible for any activity transacted under the individual's User-ID.

B. Take precautions to protect passwords from unauthorized individuals.

C. Maintain current policy and practice of requiring security badge entry access to judicial chambers and Administrator's Office at the Franklin County Courthouse.

D. Follow security standards and guidelines for maintaining and changing passwords as set forth by Benton County IT Department.

E. Be subject to Benton County's computer auto lock group policy.

F. Continue to connect each other's networks using private network.

G. Continue to use network firewalls between each other's respective networks.

H. Provide four Franklin County firewall IP addresses to Benton County IT that will be used to connect Franklin County owned computers to Benton County's network.

I. Report any security compromises or suspected security compromises to Benton County's IT management and or staff immediately.

J. Be prohibited from using unauthorized hardware or software unless approved by Benton County IT. All approved hardware and software will be installed by Benton County IT staff.

Exhibit C
Security Policy

K. Comply with the following Benton County Board of Commissioners approved policies and standards.

i. Portable Electronic Communication Devices Usage Policy
ii. CS Replacement Policy
iii. Remote Access to Computer Resources

If any changes are made to Benton County policies, Franklin County will be notified electronically within ten (10) days. Franklin County will have thirty (30) days after notification to comply with the policy changes. Failure to comply with these changes will result in Benton County exercising its rights detailed in Article 3. Applicability/Enforcement.

RESOLUTION

BEFORE THE BOARD OF COMMISSIONERS OF BENTON COUNTY, WASHINGTON:

IN THE MATTER OF APPROVING THE BENTON COUNTY ROADMAP TO RECOVERY REOPENING GUIDE FOR COUNTY FACILITIES

WHEREAS, on February 29, 2020 the Governor of the State of Washington declared that a state of emergency exists in all counties in the State of Washington; and

WHEREAS, on March 17, 2020 the Benton County Board of County Commissioners declared an emergency in response to the developing situation surrounding the COVID-19 pandemic; and

WHEREAS, as the State of Washington continues to progress through the stages of reopening as outlined in the Governors Roadmap to Recovery the County must develop a plan to safely reopen its facilities; and

WHEREAS, the Board of County Commissioners believes it to be in the public interest to approve such a plan to allow County facilities to safely reopen to serve the public in person again.

NOW, THEREFORE, BE IT RESOLVED that the Board of Benton County Commissioners hereby approves the attached Benton County Roadmap to Recovery Reopening Guide for County Facilities.

BE IT FURTHER RESOLVED that the actual date of reopening will be determined by the Board of County Commissioners separate from the adoption of this guidance and will take into consideration the County's status in the state reopening plan and the readiness of the County facilities to serve the public.

Dated this 4th day of May 2021.

Chairman of the Board

Chairman Pro Tem

Member

Constituting the Board of County Commissioners of Benton County, Washington

Attest: . . . . . .
Clerk of the Board

cc: Commissioners M. Rasmussen

BENTON COUNTY, WASHINGTON

ROADMAP TO RECOVERY REOPENING GUIDE

ADOPTED MAY 4, 2021

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INTRODUCTION

This document provides guidelines for County Departments to follow as the County reopens its facilities to provide in-person service to the public. It is the intent of the County to slowly restore in-person services as COVID-19 restrictions under Governor Jay Inslee's Healthy Washington – Roadmap to Recovery are lifted. This guide is based on the best available information contained in the Roadmap to Recovery – Phase 3 guidelines. This guide will be updated as the guidelines change or as the County moves into different phases of reopening.

Our principles have been, and remain:

- Ensure employee and customer safety are the top priority.
- Utilize best practices regarding public health and safety.
- Provide timely and equitable public services.

Our primary goal is to keep employees and the public safe while we continue the work of the County and minimize the spread of COVID-19. It is the responsibility of all County employees, managers, and supervisors to comply with safety and health practices including, but not limited to, these guidelines, and not knowingly exposing co-workers and the public to conditions that could jeopardize their health or the health of others.

The guidelines in this plan apply specifically to the Departments under the Benton County Commissioners' Office. Certain guidelines and restrictions, those concerning entering, use, and modification of County facilities and property, which are under the direct authority of the Commissioners, apply to all Departments. Elected officials may choose to adopt these guidelines as their own or, if not, must develop their own reopening plans.

PREPARING YOUR OFFICE

Each office must be prepared to accommodate all workers and allow person-to-person interaction with members of the public. Limiting occupancy in common spaces, physical separation, and sanitation of the work site are all important factors in limiting the spread of COVID-19.

LIMITING OCCUPANCY

Occupancy of common spaces must be limited to allow for 6 feet of separation between persons using the space, or a percentage of room capacity, whichever results in the fewest amount of people in the space. Room capacity shall be limited to 25% if the County is in Phase 2 of the state reopening plan or 50% if the County is in Phase 3. Ensuring

workers and members of the public can easily follow occupancy guidelines may be accomplished by one or more of the following:

- Remove chairs from waiting areas, break rooms, and other common spaces to limit seating.
- Mark off sections of permanent seating fixtures (benches, pews, etc.) to limit use.
- Place markers on the floor in queuing lines to promote spacing.
- Erect signage encouraging spacing and listing any occupancy restrictions of a space.
- Encourage remote attendance for meetings when possible.

PHYSICAL SEPARATION

When 6 feet of separation is not achievable, practical physical barriers may be erected to provide additional protection against the spread of COVID-19. Barriers should also be installed at all locations where employees interact with members of the public.

Consider the characteristics of the barrier (e.g. clear vs. opaque, sound restricting, and the need to pass materials through it) when selecting a barrier type for a location. All barriers shall be installed and removed by the Facilities Department. Please utilize the Facilities Work Order Request Form found on the Benton County Intranet to request installation or removal.

SANITATION OF WORK SITE

Regular cleaning and sanitation of the work site is accomplished by the Facilities Department and its janitorial subcontractors. Special cleaning, such as that required after a confirmed or suspected COVID-19 exposure, is arranged by the Risk Manager on a case-by-case basis under the following guidelines:

- Employees should not enter the space where a suspected or confirmed COVID-19 exposure has occurred until instructed by the Risk Manager.
- If it has been less than 7 days since the sick employee used the facility, wait 24 hours from the time the employee was last at the facility before cleaning and disinfecting their work area. If waiting 24 hours is not feasible, wait as long as possible. During the waiting period, open outside doors and windows to increase air circulation in the area. Cleaning will be performed following CDC Guidelines.
- If it has been 7 days or more since the sick employee used the facility, additional cleaning and disinfection is not necessary. Continue routinely cleaning and disinfecting all high-touch surfaces in the facility.

High-touch surfaces at public interaction counters should be cleaned throughout the day by employees. If possible, wipe down areas used by the members of the public between

each interaction but at least hourly. Cleaning supplies and PPE are available through the Risk Management Department.

SIGNS AND MESSAGING

The Risk Management Department has provided signs throughout County facilities addressing common COVID-19 protocols and concerns. In an effort to maintain consistency, any department desiring to add signage in addition to the signs already provided shall submit their proposed message to the Risk Manager for approval prior to placing signs.

PUBLIC MEETINGS

In person public meetings are permitted in both Phase 2 and Phase 3 of the state reopening plan. The following mandates must be adhered to when conducting an in person public meeting:

- Ensure 6 feet of separation between all participants
- Limit attendance to the amounts stated in the Limiting Occupancy section of this guide
- Provide adequate hand washing areas or hand sanitizer accessible for all participants
- Ensure all meeting participants are wearing face coverings. If a participant refuses to wear a face covering the meeting must be recessed or adjourned until the person leaves or puts on their face covering.
- Sanitize the public speaking area (table, podium, etc.) between each user
- Provide an overflow area where attendees who cannot fit into the main meeting area can observe and participate in the meeting remotely, in real time
- Provide an option for remote attendance where people can, at a minimum, hear the meeting and participate in it in real time. An option for people to call in via telephone must be provided but other virtual meeting platforms may be used in addition to that.

PREPARING YOUR EMPLOYEES

Employees must be prepared to work in a new type of environment. Good personal hygiene habits along with the use of face coverings and health screenings are all keys to ensuring a safe work environment.

FREQUENT AND ADEQUATE HANDWASHING

Employees must frequently and adequately wash their hands using soap and water to help prevent the spread of COVID-19. Handwashing supplies are provided in all restrooms and at employee break locations where there is a sink. If additional supplies are needed, contact the Risk Management Department. Employees should wash their

hands when they arrive at work, when they leave their desk to take a break, after public interactions, before eating or drinking, after touching any unsanitized surfaces, and after coughing, sneezing, or blowing their nose.

As an alternative to hand washing with soap, employees may utilize hand sanitizer containing at least 60% alcohol. Appropriate hand sanitizer is available from the Risk Management Department.

FACE COVERINGS

Per order of the Washington State Secretary of Health, the Benton-Franklin Health District, and the Benton County Commissioners face coverings that fully cover the nose and mouth are required whenever an employee, contractor, service provider, or member of the public is inside a County building or vehicle with another person. Face coverings are not required under the following circumstances:

- When an Employee, Contractor or service provider is working alone or when the job has no in-person contact.
- When any party to a communication is deaf or hard of hearing and not wearing a face covering is essential to communication.
- When obtaining a service that requires temporary removal of a face covering.
- When removal of the face covering is necessary to confirm the person's identity.
- When federal or state laws prohibit wearing a face covering or require the removal of the face covering.
- Children younger than 5 years old are exempt from wearing a face covering.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes, but is not limited to, persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance are exempt from wearing a face covering**.**

Employees claiming a medical reason to not wear a face covering may be required to provide a note from a medical provider confirming that they are not able to wear a face covering by medical necessity. The note should specify if the reason extends to just masks or also includes face shields. Employees who are medically unable to wear a face mask or shield may be provided other reasonable accommodations including, but not limited to, isolation from other employees and limiting access to certain areas.

The County has provided face coverings for employees who requested them in the past. A limited amount of single-use face coverings is still available through the Risk Management Department.

The County is providing disposable face coverings to all members of the public when they enter County facilities. This practice will continue until the face covering mandate is lifted or the supply of face coverings is exhausted.

HEALTH SCREENINGS

All employees, contractors, and service providers are required to be checked for body temperature at the start of their work shift or when arriving for the first time at a County facility. Screening kiosks are conveniently located throughout county buildings for this purpose. Certain departments may not have access to a kiosk and have been provided a hand-held thermometer to perform the screening.

Employees who fail to pass a temperature screening, registering a temperature of 100.4 degrees Fahrenheit or higher, or employees who refuse to be screened, must leave the building immediately and contact their supervisor by phone as soon as possible to let them know they did not pass the screening. Employees sent home for failing a screening or refusing to be screened must utilize available leave banks and/or family emergency leave as appropriate. Questions about the use of leave should be directed to the Human Resources Department.

Members of the public are not being screened to enter public buildings. Departments under the purview of independently elected officials may elect to screen members of the public prior to them entering their individual work areas. Departments electing to do this should have a policy in place governing how the screenings will be done and what, if any, information is retained. While it is not recommended that information be collected about members of the public, if screening information is retained, it is suggested that the minimum amount of information is retained, such as name and the result of the screening (e.g. temperature reading). Retained documents should follow Washington State document retention schedules.

WORKING REMOTELY

The County has developed a policy on working remotely, via Resolution 2020-587. Employees should contact their supervisor or department manager if they feel they qualify for remote work.

TRAVEL

Travel for County business should be limited to only those instances where it is strictly necessary. Employees should take advantage of remote attendance opportunities for meetings, conferences and training whenever possible.

Employees who travel outside of Washington State for business or personal reasons are encouraged to adhere to the Center for Disease Control travel advisory guidance when returning to work. At a minimum, employees are required to self-monitor for symptoms

when they return and follow isolation and quarantine protocols if any symptoms appear in themselves or their travel companions.

TESTING AND CONTACT TRACING

Employees are encouraged to get a test for COVID-19 any time they want to know their COVID-19 status. This includes if an employee has symptoms of COVID-19, has potentially been exposed to COVID-19, has been recommended to be tested by a medical provider, or needs to know their COVID-19 status in order to return to work.

Employees are encouraged to follow all guidance if they are contacted by the contact tracing program managed by the Benton-Franklin Health District and/or the Washington State Department of Health. It is the responsibility of the employee to report any impacts to their attendance at work they may have through being identified in the contact tracing program. The County is not notified if any of its employees are exposed.

EMPLOYEE TRAINING AND ORIENTATION

Employees must be appropriately trained on the COVID-19 protocols. Training should occur at initial orientation and on a regular basis as circumstances change. Most training is done at the department level. Supervisors should train their employees on proper face covering usage, the location and function of health screening kiosks or other screening methods, and proper cleaning and sanitation protocols. Any questions or requests for additional training should be directed to the department manager and the Risk Manager.

COVID-19 RESPONSE PLAN

COVID-19 exposures can and do occur in the workplace. In order to minimize the exposure risk, the County has developed a plan for managing exposures when they occur. The plan includes what to do with sick and potentially exposed employees, quarantine and isolation requirements and return to work requirements.

The following definitions apply to the COVID-19 Response Plan:

Isolation – means an employee stays home and away from others (including household members) when they have been exposed and have COVID-19 symptoms or have tested positive for COVID-19.

Quarantine – means an employee stays home for a prescribed amount of time if they have been exposed to COVID-19 in case they have become infected or are contagious.

Close Contact – means being within six (6) feet of another person who has confirmed or suspected COVID-19 for fifteen (15) minutes or more within the period beginning two days before they tested positive for COVID-19 or developed symptoms.

Exposed – means having close contact with someone who has tested positive for COVID-19 or who has COVID-19 like symptoms.

Vaccinated – means a person who has received both doses of a two-dose vaccine or one dose of the single dose vaccines.

ISOLATION DETAILS

If an employee tests positive for COVID-19, they must self-isolate for at least 10 days, even if they do not have any symptoms. Employees who have COVID-19-like symptoms but who are unable or refuse to get tested must follow the isolation guidelines as if they have COVID-19 and are showing symptoms.

Isolation ends under the following conditions:

- Persons with confirmed COVID-19 and who are showing symptoms may end isolation after their symptoms have improved, they have had no fever (without the use of fever reducing medications) for at least 24 hours, and 10 days have elapsed since symptoms first appeared.
- Persons with confirmed COVID-19 and who are not showing symptoms may end isolation after 10 days have passed since the date of their first positive COVID-19 test provided they have not developed any subsequent illness.

QUARANTINE DETAILS

Employees who have had close contact with a person who has confirmed, or suspected, COVID-19 must quarantine outside the workplace. This includes employees who are asymptomatic but live with someone who is in isolation or quarantine.

Quarantine begins when an employee has either self-determined they have been in close contact with someone who has COVID-19 or COVID-19-like symptoms, or when an employee is notified by the County or the Benton-Franklin Health District that they may have been exposed.

The quarantine period lasts for fourteen (14) days but may be shortened under the following conditions:

- Quarantine can end after ten (10) days, without testing for COVID-19, if no symptoms have been observed.
- Quarantine can end after seven (7) days if the employee takes a COVID-19 test on day five (5) or day six (6) and receives a negative result.

Vaccinated individuals are not required to quarantine if they meet all of the following criteria:

- Their last dose of vaccine was taken at least 14 days prior to the exposure

- It has been no more than ninety (90) days since their last dose of vaccine
- They have not developed any COVID-19 like symptoms

If any one of the three criteria are not met, then the employee must follow regular quarantine and isolation guidance. Fully vaccinated persons should still monitor themselves for symptoms for at least fourteen (14) days after any exposure and continue to wear face coverings, practice social distancing, and maintain good hygiene.

REPORTING

The County does not report each case of COVID-19 to local health officials. That reporting occurs through the testing and contact tracing program established and operated by the Benton-Franklin Health District. However, in the event that the County believes that an outbreak of COVID-19 may be occurring in direct relation to the workplace, such as a group of employees in a common work area all testing positive within a 14 day period, that will be reported to the Benton-Franklin Health District as a potential outbreak.

Employees and their supervisors are encouraged to report all confirmed or suspected cases of COVID-19 within their departments to the Risk Manager. Keeping track of confirmed or suspected cases allows the County to determine if an outbreak may be occurring in the workplace and take immediate action to reduce the spread of disease.

COVID-19 FREQUENTLY ASKED QUESTIONS

What if an employee comes to work with COVID-19 symptoms, or develops COVID-19 symptoms at work?

> *Immediately separate the employee from other employees, customers, visitors, and send them home. Notify the Risk Manager that an employee has been sent home with COVID-19 symptoms.*

When may an employee return to work if they have been exposed or have tested positive for COVID-19?

> *Employees may only return to work after they have completed their isolation or quarantine protocols outlined in this document.*

Are we allowed to share the name of an employee who had tested positive or is suspected to have COVID-19 with other employees?

> *No. Health information is protected under federal law and no health or identifying information about sick or potentially sick employees can be shared with anyone other than the Risk Manager and the Human Resources Department.*

If an essential employee has been potentially exposed, but is not showing symptoms, should they be allowed to work?

While the first priority is to quarantine any exposed person, employees who are essential to continued operations of the Department who have been potentially exposed but are not showing symptoms may continue to work. Work with the Risk manager to determine options for mitigating exposure.

What is the cleaning & disinfecting procedure for work areas for employees with suspected or confirmed COVID-19?

All cleaning & disinfecting will be arranged by the Risk Manager and performed by the Facilities Department/Janitorial Contractor. Employees should not attempt to clean potentially infected areas on their own.

If I am contacted by a contact tracer or any other party and told I have been potentially exposed to COVID-19 do I need to report this to my supervisor?

Yes. The County is not directly notified if any of its employees are exposed to COVID-19.