

Contract Provisions and Plans

For Construction of:

**GUEMES ISLAND ELECTRIC FERRY PROJECT
#ESMVGUE-1**

Funded through Move Ahead Washington - Capital Projects

SKAGIT COUNTY PUBLIC WORKS



VOLUME I

Guemes Island Electric Ferry Project

Skagit County Project #ESMVGUE-1

Funded through Move Ahead Washington - Capital Projects

This Contract provides for the construction and delivery of a 28-car double-ended ROPAX Subchapter-T ferry for service between Anacortes and Guemes Island in Skagit County, WA.

The ferry has a steel hull and aluminum superstructure. The propulsion plant consists of two azimuthing thrusters, electrically driven by a battery-electric system charged from shore. Batteries are sized for round-trip operation; shore charging occurs in Anacortes only.

Schedule: The vessel shall be physically complete by March 31, 2026, or Contractor Specified Date, whichever date occurs first.

Measurement and Payment: See milestone payment schedule.

Project Location: To Be Determined



**GUEMES ISLAND ELECTRIC FERRY PROJECT
#ESMVGUE-1**

SKAGIT COUNTY, WASHINGTON

**2023
SKAGIT COUNTY
DEPARTMENT OF PUBLIC WORKS
MOUNT VERNON, WASHINGTON 98273-5625**

NOTICE TO ALL PLAN HOLDERS

Copies of the Plans and specifications are available at Skagit County Public Works, 1800 Continental Place, Mount Vernon, Washington 98273-5625. Telephone: (360) 416-1400. You may receive the bid information electronically; copies of the plans and specifications are available at: <http://www.skagitcounty.net/rfp>

APPROVED:



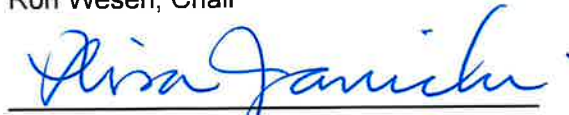
Grace K. Kane, P.E.
County Engineer

CONTRACT PLANS AND SPECIFICATIONS APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON



Ron Wesen, Chair



Lisa Janicki, Commissioner

ABSENT

Peter Browning, Commissioner

GUEMES ISLAND ELECTRIC FERRY PROJECT

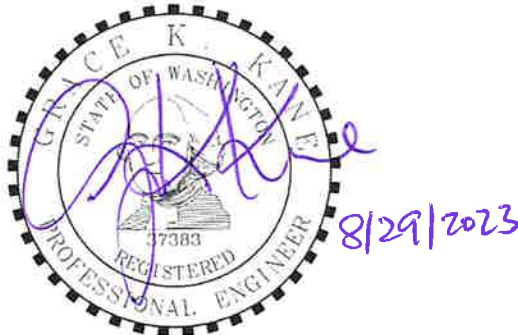
Skagit County Project #ESMVGUE-1

Funded through Move Ahead Washington - Capital Projects

CERTIFICATION

I hereby certify that the Volume 1 contract documents were prepared by me, or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Washington.

Engineer of Record
(Division 1 Only)



Grace K. Kane, P.E.

County Engineer

NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN by SKAGIT COUNTY that sealed bids will be received and publicly opened in the Commissioners' Hearing Room, 1800 Continental Place, Mount Vernon, WA 98273 on **Monday, December 4, 2023, at the hour of 1:00 p.m.**, or as soon thereafter as possible. Attendance is in person in the Commissioner's Hearing Room, 1800 Continental Place, Mount Vernon with the option to attend remote by computer, tablet or smartphone: <https://bit.ly/SkagitBoCCMtg> or by telephone: 1 (253) 215-8782; Meeting ID: 871 8000 1980 Passcode: 143573.

PROJECT DESCRIPTION: Guemes Island Electric Ferry Project #ESMVGUE-1 Funded through Move Ahead Washington - Capital Projects

This Contract provides for the construction and delivery of a 28-car double-ended ROPAX Subchapter-T ferry for service between Anacortes and Guemes Island in Skagit County, WA.

The ferry has a steel hull and aluminum superstructure. The propulsion plant consists of two azimuthing thrusters, electrically driven by a battery-electric system charged from shore. Batteries are sized for round-trip operation; shore charging occurs in Anacortes only.

The time limit for physical completion of work: The vessel shall be physically complete by March 31, 2026, or Contractor Specified Date, whichever date occurs first.

Note: It is anticipated the Notice to Proceed will be issued to the Contractor approximately three-months from the Bid Opening date.

The Engineer's Estimate Range is \$19,500,000 - \$22,200,000

The Contractor is alerted that this is a State funded project. The Disadvantage Business Enterprise (DBE) mandatory goal is Zero (0%) for this project. Certification is not required, but the contractor agrees to take all necessary and responsible steps in accordance with 49 CFR Part 26 to ensure that DBE have an opportunity to participate in the performance of this project.

Contractors are alerted and notified that this project is bid and shall be contracted and managed in accordance with Washington state laws, rules, and regulations. Washington state law shall govern and apply to this project (regardless of the physical location[s] of the Contractor, the physical location[s] of Contractor's subcontractor[s], the physical location of the Contractor's shipyard[s], and/or state of incorporation for Contractor).

Information, copies of maps, plans, specifications, and addenda for this project will be available on-line beginning **September 14, 2023**, at <http://www.skagitcounty.net/rfp> or obtained at Skagit County Public Works Department, 1800 Continental Place, Mount Vernon, Washington: (360) 416-1400. Contractors who download plans and specifications are advised to e-mail kelleym@co.skagit.wa.us to be added to the plan holders list to receive any addenda that may be issued.

The first round of technical questions regarding this project are to be submitted **no later than 4:30 p.m., Thursday, October 12, 2023**, in writing to Jacob Gerlach, Marine Engineer, Glosten at jmgerlach@glosten.com with a cc: to Kelley Marriott, Contract Administrator, kelleym@co.skagit.wa.us with the subject line reading, "**Guemes Island Electric Ferry Project ESMVGUE-1**". All project specific questions and response to answers for this project will be available on-line as received. **The Addenda resulting from the first round will be posted on-line for this Project by 4:00 p.m. on Thursday, October 19, 2023.**

The second round of technical questions regarding this project are to be submitted **no later than 4:30 p.m., Thursday, November 2, 2023**, in writing to Jacob Gerlach, Marine Engineer, Glosten at jmgerlach@glosten.com with a cc: to Kelley Marriott, Contract Administrator, kelleym@co.skagit.wa.us with the subject line reading, "**Guemes Island Electric Ferry Project ESMVGUE-1**". All project specific questions and response to answers for this project will be available on-line as received. **The Addenda resulting from the second round will be posted on-line for this Project by 4:00 p.m. on Thursday, November 9, 2023.** If further Addenda are required to be issued, the bid opening will be postponed.

All bid envelopes must be plainly marked on the outside, "**Guemes Island Electric Ferry Project ESMVGUE-1**". Sealed bids shall be received by one of the following delivery methods before **Monday, December 4, 2023, at the hour of 1:00 p.m.** Proposals are to be submitted on the forms provided in the Bid Proposal Packet. Incomplete proposals and proposals received after the time fixed for the opening cannot be considered. Oral, telephonic, telegraphic, electronic or faxed proposals will not be accepted. All bidding shall be based upon compliance with the Contract Provisions and Plans.

1. **Hand delivered:** Bids delivered in person shall be received only at the office of the SKAGIT COUNTY COMMISSIONERS, Reception Desk, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.
2. **Via mail:** Bids shall be mailed to the SKAGIT COUNTY COMMISSIONERS, 1800 Continental Place, Suite 100, Mount Vernon, WA 98273-5625.

BID GUARANTY: No bid will be considered unless accompanied by a surety company bid bond, or a certified or cashier's check payable to the order of Skagit County for a sum not less than five percent (5%) of the total amount of the bid. A Contract Bond covering performance and payment will be required with the contract. Washington State Prevailing Wage Rates apply to this contract and bidders are advised to consider this charge when tabulating bids if applicable.

Skagit County reserves the right to reject any or all bids, and the right to waive any informalities or irregularities in any bid or in any bidding and to further award the Project to the lowest, responsive, responsible bidder whose bid complies with all the prescribed formalities, as it best serves the interest of Skagit County. After the date and hour set for the opening of bids, no bidder may withdraw its bid unless the award of the contract is delayed for a period exceeding forty-five (45) calendar days following bid opening. All bidders agree to be bound by their bids until the expiration of this stated time period.

Skagit County, in accordance with Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For questions regarding Skagit County's Title VI Program, you may contact the Public Works Department's Title VI Coordinator, Michael See, at (360) 416-1400.

The Board of Skagit County Commissioners reserves the right to reject any or all bids.

NOTICE GIVEN BY ORDER OF THE BOARD OF SKAGIT COUNTY COMMISSIONERS this 12 day of September, 2023.


Clerk of the Board

Published: Skagit Valley Herald - September 14, 28, and October 12, 2023
Daily Journal of Commerce - September 18, 28, and October 12, 2023

Instructions to Bidders

These instructions supplement WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, edition 2023. Bidder's (Contractor's) responses should consist of the Bid Proposal provided by the Contracting Agency and the Technical Proposal per 000.1 of these instructions to bidders (contractors). A one-page cover letter to the Technical Proposal may also be submitted. The Technical Proposal shall be submitted as a separate document.

Technical Proposal

The Technical Proposals shall consist of four (4) sections, as specified below.

Project Approach: This section should contain only information specific to this project. Describe the proposed approach to the project, including strategies for build sequence, management of long lead time material, proposed subcontractors, spare parts outfitting, testing/trials, and vessel delivery. Discussion in this section should address all key subcontractors.

Shipyard Capabilities: Describe bidder's resources and approach to detailed engineering, supply chain management, quality assurance, and management of drawing approvals and comment resolution. Provide an overview of shipyard procedures to ensure safety, environmental protection, and proper control and disposal of hazardous materials. Describe the yard's facilities for launching vessels and identify the intended use of pier space for in-water outfitting.

Schedule: Provide a project schedule, identifying key milestones, risks, and schedule margins. The bidder shall propose a completion date in accordance with Special Provision 1-08.5. Describe the bidder's capacity and how this build will be deconflicted with concurrent projects that are currently contracted or that upon which the bidder is proposing/bidding. Diagrams showing the movement of the project through the yard should be included, if relevant.

Note: It is anticipated the Notice to Proceed will be issued to the Contractor approximately three-months from the Bid Opening date.

Project Team: Provide an organization chart showing key project personnel and their relationship to shipyard management and production supervisors. Identify responsibilities for key personnel, including concurrent responsibilities for other projects. Major subcontractors and equipment suppliers shall be included.

000.1 Project Experience

Project experience shall include at least three (3) projects completed within the last ten (10) years.

Describe completed projects that demonstrate the shipyard's capabilities and qualifications to complete the work. The most relevant project experience is on ferries of similar size and United States Coast Guard (USCG) regulatory requirements. Non-ferry projects that demonstrate the shipyard's capabilities for hybrid propulsion and/or azimuthing thrusters are also relevant.

000.2 Required Forms

The bidder's attention is called to this list of submittals, which is provided for the convenience of the bidders. This checklist does not include full details for submittals or bidder responsibilities that can be found in other sections of the Contract Plans and Specifications.

A. **BID PROPOSAL SIGNATURE PAGE:** Any addenda must be acknowledged on this page where space is provided. Filled in its entirety, signed by the bidder, and submitted at time of bid submission.

B. **BID PROPOSAL BOND FORM:** This form is to be executed by the bidder and the surety company unless the bid is accompanied by a certified check. The amount of this bond shall not be less than five percent (5%) of the total amount of the bid and may be shown in dollars or on a percentage basis. To be submitted with Bid Proposal.

C. **BID PROPOSAL:** This Bid Proposal packet shall be completed and submitted at the time of bid submission. The bid prices must be shown in the spaces provided.

D. **BIDDER'S TECHNICAL PROPOSAL:** There are four sections within this section, special attention is called to the bidder to submit all information requested at the time of bid submission.

E. **BIDDER'S RESPONSIBILITY CRITERIA:** Bidders shall meet the mandatory bidder responsibility criteria per both RCW 39.04.350 and RCW 36.32.234 to be considered a responsible and responsive bidder. The content in the submitted Bid Proposal will be used to support evaluation of the mandatory bidder responsibility criteria as listed in these Bidder Instructions and Evaluation Criteria.

Evaluation Criteria

000.3 Responsible Bidder Criteria

Bidders shall meet the mandatory bidder responsibility criteria per both RCW 39.04.350 and RCW 36.32.234(2) to be considered a responsible and responsive bidder. The content in the submitted bid proposal will be used to support evaluation of the mandatory bidder responsibility criteria as follows:

- a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required. See Project Approach and Capability sections.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder. See Project Experience and references section.
- c. Whether the bidder can perform the contract within the time specified. See Schedule section.
- d. The quality of performance of previous contracts or services. See Project Experience and references section.
- e. The previous and existing compliance by the bidder with laws relating to the contract or services.
- f. Whether, within the three (3) year period immediately preceding the date of the bid solicitation, the bidder has been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. See sworn statement submitted in the Bid Proposal.

- g. Such other information as may be secured having a bearing on the decision to award the contract. The county may use any material contained in submitted bid proposals, obtained from references, or secured in any other manner to determine compliance with mandatory bidder responsibility criteria, and inform the County's decision to award.

000.4 Best Value Criteria

The bid will be awarded to the lowest responsive and responsible bidder pursuant to RCW 36.77.040, RCW 39.04.350, and RCW 36.34.234, applying the best value criteria established per RCW 36.32.234(3). All responsible and responsive bids will be further evaluated. Four (4) evaluation categories will be used to in applying the best value criteria to identify the proposal best suited to the County's needs. These four (4) categories, listed in order of importance, are:

- **Approach, capabilities, and risk.** This category will grade the bidder's project approach, combining project-specific information from the Project Approach and general information described in Shipyard Capabilities. Risks identified in any area of the proposal may be graded here, if appropriate.
- **Cost.** This category will grade the proposed bid price. Although this evaluation is primarily focused on the total price, weaknesses may be assigned if the price for any SWBS category demonstrate unrealistic or inadequate budgets for those portions of the work. Strengths and weaknesses may also be assigned based on the rate and markup proposed for change orders.
- **Schedule.** This category will evaluate the proposed schedule. Although early delivery is desirable to the County, aggressive schedules should be well substantiated with build strategies, engineering approach, and long lead time material management. Weaknesses may be assigned if unrealistic schedules are proposed. Bidders are encouraged to balance cost and schedule within the allowable project time period.
- **Past Performance and quality of References.** This category will assess the degree to which the completed projects demonstrate the bidder's capability to complete the work, construction quality, management of cost and schedule, and other similar factors. This evaluation may also consider information the County obtains from contacting project references.

The following nine (9) best value criteria per RCW 36.32.245(3) may be considered in relation to the four (4) evaluation categories described above. Such best value criteria are as follows:

- (a) Whether the bid satisfies the needs of the county as specified in the solicitation documents;
- (b) Whether the bid encourages diverse contractor participation;
- (c) Whether the bid provides competitive pricing, economies, and efficiencies;
- (d) Whether the bid considers human health and environmental impacts;
- (e) Whether the bid appropriately weighs cost and non-cost considerations;
- (f) Life-cycle cost;
- (g) Project manager capabilities, including subcontractor management;
- (h) Proposed approach to overall project plan, including integration, commissioning, and acceptance testing; and

- (i) Demonstrated contractor and subcontractor technical knowledge or specific technical capabilities to meet technical elements of the design specified in the bid documents.

The application of these best value criteria in relation to the four (4) evaluation categories specified above is further described and set forth as follows:

- a. "Satisfies the needs of the County". The County's needs are a high-quality ferry, delivered on time and within budget. Satisfaction of the County's needs is best evaluated through the Approach, capabilities, and risk, Cost, and Schedule categories.
- b. "Competitive pricing, economies, and efficiencies". Competitive pricing will be directly assessed in the Cost factor. The design details with significant impact on efficiency were explored through the design phase and are specified in the bid documents. While the potential added value to the County through differences in shipyard proposals may be not be significant, and such evaluation requires substantial effort and reliance on bidders' claims, particularly in the evaluation of potential for added value in purchase economies for spare parts outfitting. As applicable, this will be evaluated with strengths or weaknesses either the Cost or Approach, capabilities, and risk categories.
- c. "Consideration of human health and environmental impacts." Such best value criteria will be evaluated based on the shipyard environmental protection capabilities submitted in the Shipyard Capability section of the proposal and evaluated in the Approach, capabilities, and risk category.
- d. "Appropriate Balancing (Weight) of cost and non-cost considerations." It is expected that there may be significant differences in bids received on this best value criteria metric. This broad metric will be assessed with information submitted in the bid submittal. One example would be use of more resources to plan and coordinate the test and commissioning phase. This would incur additional cost but may be appropriate considering the non-cost factors of schedule risk and quality. This example would be evaluated with a strength in the Approach, capabilities, and risk category. Appropriate or inappropriate balancing of cost and schedule would be evaluated with strengths or weaknesses in the Cost or Schedule categories, as applicable.
- e. "Lifecycle cost." Most of the details with significant impact on lifecycle cost were explored through the design phase and are specified in the bid documents. The approach to final equipment selections, the associated maintenance support, and spare parts provisioning strategies may offer modest lifecycle cost differences between bidders. This will be assessed through information submitted in the bid submittal and any evident strengths or weaknesses evaluated in the Cost category.
- f. "Project manager capabilities, including subcontractor management," It is expected that there may be significant differences in bids received on this best value criteria metric. Project team resumes and approach/experience to subcontractor management will be assessed through information submitted in the technical proposal and evaluated in the Approach, capabilities, and risk category.
- g. "Overall approach to project plan, including integration, commissioning, and acceptance testing." It is expected that there may be significant differences in bids received on this best value criteria metric. Bidders are required to document their

overall approach in the technical proposal and this metric is a major component of the Approach, capabilities, and risk category.

- h. Demonstrated contractor and subcontractor technical knowledge or capabilities to meet technical elements of the design specified in the bid documents. It is expected that there may be significant differences in bids received on this best value criteria metric. This will be evaluated based on capabilities and past performance documented in the Technical Proposal and evaluated in the Approach, capabilities, and risk category.

000.5 Evaluation of Bid Submissions

The above-described nine (9) best value evaluation criteria shall be applied and considered in relation the (4) four evaluation categories specified above to determine the lowest responsive and responsible bidder. Within each category, subcategories may be defined to streamline the evaluation process. Each Bid will be evaluated, with strengths, weaknesses, and deficiencies assigned to each (sub)category per the following definitions:

Discriminator	Description
Significant Strength	An aspect of a Bid that has merit or exceeds specified performance or capability requirements in a way that appreciably decreases the risk of an unsuccessful project or inadequate in-service vessel performance
Strength	An aspect of a Bid that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the County during the project or while the vessel is in service
Weakness	A flaw in the Bid that increases the risk of an unsuccessful project or inadequate in-service vessel performance
Significant Weakness	A flaw in the Bid that appreciably increases the risk of an unsuccessful project or inadequate in-service vessel performance
Deficiency	A material failure of a Bid to meet a requirement or a combination of significant weaknesses in a Bid that increases the risk of an unsuccessful project to an unacceptable level

The compiled strengths and weaknesses will be reviewed to assign each Bid an overall adjectival rating for each evaluation category. Adjectival ratings will be assigned as follows:

Adjectival Rating	Description
Outstanding	Bid indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Good	Bid indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Acceptable	Bid meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Marginal	Bid has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Unacceptable	Bid does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Bid cannot be awarded.

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INTRODUCTION TO THE SPECIAL PROVISIONS

(July 10, 2023 SkagitF)

The work on this project shall be accomplished in accordance with Division 1 of the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 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)*
- (February 28, 2023 SkagitF)*

Division 1 General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of

***This specification describes the technical and administrative requirements for the construction and delivery of a 28-car double-ended ROPAX Subchapter-T ferry for service between Anacortes and Guemes Island in Skagit County, WA.

The ferry has a steel hull and aluminum superstructure. The propulsion plant consists of two azimuthing thrusters, electrically driven by a battery-electric system charged from shore. Batteries are sized for round-trip operation; shore charging occurs in Anacortes only.***

and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1 **1-01.3 Definitions**
2 *(February 28, 2023 SkagitF)*

3
4 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace
5 them with the following:

6
7 **Dates**

8 ***Bid Opening Date***

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

10 ***Award Date***

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

13 ***Contract Execution Date***

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

15 ***Notice to Proceed Date***

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

17 ***Substantial Completion Date***

18 The Work has been determined to be substantially complete by the Owner via a joint
19 survey of the vessel and the Final Approved Punch List has been accepted by the
20 Contractor. The Final Approved Punch List identifies the remaining work items to be
21 completed and the date of completion of those items.

22 Upon mutual agreement of the Final Punch List work items, Skagit County can
23 accept the vessel provided that no remaining work items are such that the safety and
24 normal operation of the vessel is not compromised.

25 ***Physical Completion Date***

26 The Work will be accepted as final and complete as of the date of the Engineer's
27 inspection if, upon such inspection, the Engineer finds that all items on the Final
28 Approved Punch List are complete, and no further Work remains to be done. The
29 Engineer will then issue a written determination of Physical Completion.

30 ***Final Acceptance Date***

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

32

33 Supplement this Section with the following:

34

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

39

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

43

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

46

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

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Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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.

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Add the following new section:

1-02.1(1) Supplemental Qualifications Criteria
(July 31, 2017 APWA GSP; requires pre-approval on FHWA funded projects, through WSDOT/Local Programs)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

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
Contract plans (11" x 17")	3	Available as requested.
Contract Provisions	3	Available as requested.
Electronic Contract Plans & Provisions (PDF)	1	Furnished automatically upon award.

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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
(August 10, 2023 SkagitF)

Delete the first paragraph and modify the second paragraph to read:

The Proposal Form will identify the project and its location and describe the Work. It will also list Progress Payment Schedule, Fee Schedule for Total Base Proposal, and Change Order Rates. The Bidder shall complete spaces on the Proposal Form that call for item (group) number lump sum bid amount, the total base proposal amount, signatures, date, acknowledgment of Addenda, and the Bidder's address. The required certifications are included as part of the Proposal Form.

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

3
4 Supplement the second paragraph with the following:

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

9
10 Delete the last two paragraphs, and replace them with the following:

11
12 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
13 Compliance form, provided by the Contracting Agency. Failure to return this certification
14 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
15 Award. A Contractor Certification of Wage Law Compliance form is included in the
16 Proposal Forms.

17
18 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

19
20 A bid by a corporation shall be executed in the corporate name, by the president or a
21 vice president (or other corporate officer accompanied by evidence of authority to sign).

22
23 A bid by a partnership shall be executed in the partnership name, and signed by a
24 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any
25 UDBE requirements are to be satisfied through such an agreement.

26
27 A bid by a joint venture shall be executed in the joint venture name and signed by a
28 member of the joint venture. A copy of the joint venture agreement shall be submitted
29 with the Bid Form if any UDBE requirements are to be satisfied through such an
30 agreement.

31
32 **1-02.7 Bid Deposit**
33 *(March 8, 2013 APWA GSP)*

34
35 Supplement this section with the following:

36
37 Bid bonds shall contain the following:

- 38 1. Contracting Agency-assigned number for the project;
- 39 2. Name of the project;
- 40 3. The Contracting Agency named as obligee;
- 41 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
42 represents five percent of the maximum bid amount that could be awarded;
- 43 5. Signature of the bidder's officer empowered to sign official statements. The signature
44 of the person authorized to submit the bid should agree with the signature on the
45 bond, and the title of the person must accompany the said signature;
- 46 6. The signature of the surety's officer empowered to sign the bond and the power of
47 attorney.
- 48

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

3
4 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

5
6 **1-02.9 Delivery of Proposal**

7 *(July 14, 2016 SkagitR)*

8
9 Delete Section 1-02.9 and replace it with the following:

10

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

14

15 The Contracting Agency will not open or consider any Bid Proposal that is received after
16 the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location
17 other than that specified in the Call for Bids.

18

19 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

20 *(July 23, 2015 APWA GSP)*

21

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

23

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

26

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

33

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

39

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

43

44 **1-02.13 Irregular Proposals**

45 *(December 30, 2022 APWA GSP)*

46

47 Delete this section and replace it with the following:

48

- 49 1. A Proposal will be considered irregular and will be rejected if:
50 a. The Bidder is not prequalified when so required;
51 b. The authorized Proposal form furnished by the Contracting Agency is not
52 used or is altered;

- 1 c. The completed Proposal form contains any unauthorized additions, deletions,
2 alternate Bids, or conditions;
- 3 d. The Bidder adds provisions reserving the right to reject or accept the award,
4 or enter into the Contract;
- 5 e. A price per unit cannot be determined from the Bid Proposal;
- 6 f. The Proposal form is not properly executed;
- 7 g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT
8 Form 271-015), if applicable, as required in Section 1-02.6;
- 9 h. The Bidder fails to submit or properly complete a Disadvantaged Business
10 Enterprise Certification (WSDOT Form 272-056), if applicable, as required in
11 Section 1-02.6;
- 12 i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031)
13 from each DBE firm listed on the Bidder's completed DBE Utilization
14 Certification that they are in agreement with the bidder's DBE participation
15 commitment, if applicable, as required in Section 1-02.6, or if the written
16 confirmation that is submitted fails to meet the requirements of the Special
17 Provisions;
- 18 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
19 as required in Section 1-02.6, or if the documentation that is submitted fails to
20 demonstrate that a Good Faith Effort to meet the Condition of Award was
21 made;
- 22 k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-
23 054), if applicable, as required in Section 1-02.6, or if the documentation that
24 is submitted fails to meet the requirements of the Special Provisions;
- 25 l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-
26 058), if applicable, as required in Section 1-02.6, or if the documentation that
27 is submitted fails to meet the requirements of the Special Provisions;
- 28 m. The Bid Proposal does not constitute a definite and unqualified offer to meet
29 the material terms of the Bid invitation; or
- 30 n. More than one Proposal is submitted for the same project from a Bidder
31 under the same or different names.
- 32
- 33 2. A Proposal may be considered irregular and may be rejected if:
 - 34 a. The Proposal does not include a unit price for every Bid item;
 - 35 b. Any of the unit prices are excessively unbalanced (either above or below the
36 amount of a reasonable Bid) to the potential detriment of the Contracting
37 Agency;
 - 38 c. Receipt of Addenda is not acknowledged;
 - 39 d. A member of a joint venture or partnership and the joint venture or
40 partnership submit Proposals for the same project (in such an instance, both
41 Bids may be rejected); or
 - 42 e. If Proposal form entries are not made in ink.

44 **1-02.14 Disqualification of Bidders**

45 *(May 17, 2018 APWA GSP, Option B)*

46
47 Delete this section and replace it with the following:

48
49 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory
50 bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet
51 Supplemental Criteria 1-7 listed in this Section.
52

1 The Contracting Agency will verify that the Bidder meets the mandatory bidder
2 responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence
3 that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as
4 stated later in this Section.
5
6

7 **1. Delinquent State Taxes**
8

- 9 A Criterion: The Bidder shall not owe delinquent taxes to the Washington State
10 Department of Revenue without a payment plan approved by the Department
11 of Revenue.
12
13 B. Documentation: The Bidder, if and when required as detailed below, shall sign
14 a statement (on a form to be provided by the Contracting Agency) that the
15 Bidder does not owe delinquent taxes to the Washington State Department of
16 Revenue, or if delinquent taxes are owed to the Washington State
17 Department of Revenue, the Bidder must submit a written payment plan
18 approved by the Department of Revenue, to the Contracting Agency by the
19 deadline listed below.
20

21 **2. Federal Debarment**
22

- 23 A Criterion: The Bidder shall not currently be debarred or suspended by the
24 Federal government.
25
26 B. Documentation: The Bidder shall not be listed as having an “active exclusion”
27 on the U.S. government’s “System for Award Management” database
28 (www.sam.gov).
29

30 **3. Subcontractor Responsibility**
31

- 32 A Criterion: The Bidder’s standard subcontract form shall include the
33 subcontractor responsibility language required by RCW 39.06.020, and the
34 Bidder shall have an established procedure which it utilizes to validate the
35 responsibility of each of its subcontractors. The Bidder’s subcontract form
36 shall also include a requirement that each of its subcontractors shall have and
37 document a similar procedure to determine whether the sub-tier
38 subcontractors with whom it contracts are also “responsible” subcontractors
39 as defined by RCW 39.06.020.
40
41 B. Documentation: The Bidder, if and when required as detailed below, shall
42 submit a copy of its standard subcontract form for review by the Contracting
43 Agency, and a written description of its procedure for validating the
44 responsibility of subcontractors with which it contracts.
45

46 **4. Claims Against Retainage and Bonds**
47

- 48 A Criterion: The Bidder shall not have a record of excessive claims filed against
49 the retainage or payment bonds for public works projects in the three years
50 prior to the bid submittal date, that demonstrate a lack of effective
51 management by the Bidder of making timely and appropriate payments to its
52 subcontractors, suppliers, and workers, unless there are extenuating

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circumstances and such circumstances are deemed acceptable to the Contracting Agency.

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

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

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

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

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

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

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

7. **Lawsuits**

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

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with

1 judgments entered against the Bidder in the five years prior to the bid
2 submittal date, along with a written explanation of the circumstances
3 surrounding each such lawsuit. The Contracting Agency shall evaluate these
4 explanations to determine whether the lawsuits demonstrate a pattern of
5 failing to meet of terms of construction related contracts
6

7 As evidence that the Bidder meets the Supplemental Criteria stated above, all Bidders
8 must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business
9 day following the bid submittal deadline, a written statement verifying that the Bidder
10 meets the supplemental criteria together with supporting documentation (sufficient in
11 the sole judgment of the Contracting Agency) demonstrating compliance with the
12 Supplemental Criteria. The Contracting Agency reserves the right to request further
13 documentation as needed from the low Bidder and documentation from other Bidders
14 as well to assess Bidder responsibility and compliance with all bidder responsibility
15 criteria. The Contracting Agency also reserves the right to obtain information from
16 third-parties and independent sources of information concerning a Bidder's compliance
17 with the mandatory and supplemental criteria, and to use that information in their
18 evaluation. The Contracting Agency may consider mitigating factors in determining
19 whether the Bidder complies with the requirements of the supplemental criteria.
20

21 The basis for evaluation of Bidder compliance with these mandatory and supplemental
22 criteria shall include any documents or facts obtained by Contracting Agency (whether
23 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
24 operational data from the Bidder; (ii) information obtained directly by the Contracting
25 Agency from others for whom the Bidder has worked, or other public agencies or
26 private enterprises; and (iii) any additional information obtained by the Contracting
27 Agency which is believed to be relevant to the matter.
28

29 If the Contracting Agency determines the Bidder does not meet the bidder
30 responsibility criteria above and is therefore not a responsible Bidder, the Contracting
31 Agency shall notify the Bidder in writing, with the reasons for its determination. If the
32 Bidder disagrees with this determination, it may appeal the determination within two (2)
33 business days of the Contracting Agency's determination by presenting its appeal and
34 any additional information to the Contracting Agency. The Contracting Agency will
35 consider the appeal and any additional information before issuing its final
36 determination. If the final determination affirms that the Bidder is not responsible, the
37 Contracting Agency will not execute a contract with any other Bidder until at least two
38 business days after the Bidder determined to be not responsible has received the
39 Contracting Agency's final determination.
40

41 **1-02.15 Pre Award Information**
42 *(February 14, 2023 SkagitF)*
43

44 Revise this section to read:
45

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

- 48 1. A complete statement of the origin, composition, and manufacture of any or all
49 materials to be used,
- 50 2. Samples of these materials for quality and fitness tests,
- 51 3. A Type B Progress Schedule (in a form the Contracting Agency requires) showing
52 the order of and time required for the various phases of the work,

- 1 4. A breakdown of costs assigned to any bid item,
- 2 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 3 6. Obtain, and furnish a copy of, a business license to do business in the city or county
- 4 where the work is located, if applicable.
- 5

6 **1-03 Award and Execution of Contract**

7

8 **1-03.1 Consideration of Bids**

9 *(February 14, 2023 SkagitF)*

10

11 Revise the second paragraph to read:

12

13 The right is reserved by the Contracting Agency to evaluate bids in accordance with RCW
14 36.32.234 (see Instructions to Bidders) and waive informalities in the bidding, request best
15 and final offers from responsive and responsible bidders, accept a Proposal of the lowest
16 responsible Bidder, reject any or all Bids, republish the call for Bids, revise or cancel the
17 Work, or require the Work to be done in another way if the best interest of the Contracting
18 Agency is served.

19

20 **1-03.1(1) Identical Bid Totals**

21 *(December 30, 2022 APWA GSP)*

22

23 Revise this section to read:

24

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

39

40 **1-03.3 Execution of Contract**

41 *(January 19, 2022 APWA GSP)*

42

43 Revise this section to read:

44

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

50

51 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
52 available for signature by the successful bidder on the first business day following award.

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

3
4 Within 20 calendar days after the award date, the successful bidder shall return the
5 signed Contracting Agency-prepared contract, an insurance certification as required by
6 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer
7 of Coverage form for the Construction Stormwater General Permit with sections I, III, and
8 VIII completed when provided. Before execution of the contract by the Contracting
9 Agency, the successful bidder shall provide any pre-award information the Contracting
10 Agency may require under Section 1-02.15.

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

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

21
22 **1-03.4 Contract Bond**
23 *(July 23, 2015 APWA GSP)*

24
25 Delete the first paragraph and replace it with the following:

26
27 The successful bidder shall provide executed payment and performance bond(s) for the
28 full contract amount. The bond may be a combined payment and performance bond; or
29 be separate payment and performance bonds. In the case of separate payment and
30 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 31 1. Be on Contracting Agency-furnished form(s);
- 32 2. Be signed by an approved surety (or sureties) that:
 - 33 a. Is registered with the Washington State Insurance Commissioner, and
 - 34 b. Appears on the current Authorized Insurance List in the State of Washington
35 published by the Office of the Insurance Commissioner,
- 36 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
37 and conditions under the Contract, including but not limited to the duty and obligation
38 to indemnify, defend, and protect the Contracting Agency against all losses and
39 claims related directly or indirectly from any failure:
 - 40 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
41 subcontractors of the Contractor) to faithfully perform and comply with all contract
42 obligations, conditions, and duties, or
 - 43 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
44 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
45 subcontractors, material person, or any other person who provides supplies or
46 provisions for carrying out the work;
- 47 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
48 project under titles 50, 51, and 82 RCW; and
- 49 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
50 the bond; and

1 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
2 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed
3 by the president or vice president, unless accompanied by written proof of the
4 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
5 resolution, power of attorney, or a letter to such effect signed by the president or vice
6 president).
7

8 **1-03.7 Judicial Review**
9 *(December 30, 2022 APWA GSP)*

10
11 Revise this section to read:

12
13 All decisions made by the Contracting Agency regarding the Award and execution of the
14 Contract or Bid rejection shall be conclusive subject to the scope of judicial review
15 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior
16 Court of the county where the Contracting Agency headquarters is located, provided that
17 where an action is asserted against a county, RCW 36.01.050 shall control venue and
18 jurisdiction.
19

20 **1-04 Scope of the Work**

21
22 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,
23 Specifications, and Addenda**
24 *(February 14, 2023 SkagitF)*

25
26 Revise the first paragraph to read:

27
28 The complete Contract includes these parts: the Contract Form, Bidder's completed
29 Proposal Form, Contract Plans, Contract Provisions, Standard Specifications, Standard
30 Plans, Addenda, various certifications and affidavits, supplemental agreements, change
31 orders, Technical Specifications, and Technical Proposal. These parts complement each
32 other in describing a complete Work. Any requirement in one part binds as if stated in all
33 parts. The Contractor shall provide all Work or materials clearly implied in the Contract even
34 if the Contract does not mention it specifically.
35

36 Revise the second paragraph to read:

37
38 Any inconsistency in the parts of the contract shall be resolved by following this order of
39 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 40 1. Addenda,
- 41 2. Technical Proposal,
- 42 3. Proposal Form,
- 43 4. Technical Specifications,
- 44 5. Contract Plans,
- 45 6. Special Provisions, and
- 46 7. Standard Specifications

47
48 **1-05 Control of Work**
49

1 **1-05.7 Removal of Defective and Unauthorized Work**

2 *(October 1, 2005 APWA GSP)*

3
4 Supplement this section with the following:

5
6 If the Contractor fails to remedy defective or unauthorized work within the time specified
7 in a written notice from the Engineer, or fails to perform any part of the work required by
8 the Contract Documents, the Engineer may correct and remedy such work as may be
9 identified in the written notice, with Contracting Agency forces or by such other means as
10 the Contracting Agency may deem necessary.

11
12 If the Contractor fails to comply with a written order to remedy what the Engineer
13 determines to be an emergency situation, the Engineer may have the defective and
14 unauthorized work corrected immediately, have the rejected work removed and replaced,
15 or have work the Contractor refuses to perform completed by using Contracting Agency
16 or other forces. An emergency situation is any situation when, in the opinion of the
17 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
18 of loss or damage to the public.

19
20 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
21 remedying defective or unauthorized work, or work the Contractor failed or refused to
22 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
23 monies due, or to become due, the Contractor. Such direct and indirect costs shall
24 include in particular, but without limitation, compensation for additional professional
25 services required, and costs for repair and replacement of work of others destroyed or
26 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

27
28 No adjustment in contract time or compensation will be allowed because of the delay in
29 the performance of the work attributable to the exercise of the Contracting Agency's
30 rights provided by this Section.

31
32 The rights exercised under the provisions of this section shall not diminish the
33 Contracting Agency's right to pursue any other avenue for additional remedy or damages
34 with respect to the Contractor's failure to perform the work as required.

35
36
37 **1-05.11 Final Inspection**

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

40
41 **1-05.11 Final Inspections and Operational Testing**

42 *(February 14, 2023 SkagitF)*

43
44 **1-05.11(1) Substantial Completion Date**

45
46 Following Acceptance Trials, a Substantial Completion Survey shall be conducted in
47 Anacortes, Washington. The results of this survey will be used to determine the Date of
48 Substantial Completion.

49 The Substantial Completion Survey will be conducted jointly by Skagit County and
50 Contractor in Anacortes, Washington. The Contractor shall provide appropriate survey
51 check-off lists and related documentation for use by survey personnel. The
52 documentation shall be submitted for Skagit County approval no less than 30 days prior

1 to the scheduled date of Substantial Completion. Details provided in the survey
2 documentation shall be approved by the Owner's Representative.
3 This Substantial Completion Survey shall be conducted to demonstrate that the vessel is
4 ready for vehicle and passenger service.
5 At the completion of the Survey, the Owner shall provide to the Contractor the results of
6 the Survey, including but not limited to, work items remaining to be completed and
7 proposed dates for their completion. This list shall be the basis for the Final Approved
8 Punch List.

9
10 **1-05.11(2) Final Inspection and Physical Completion Date**

11
12 When the Contractor considers the work physically complete and ready for final
13 inspection, the Contractor by written notice, shall request the Engineer to schedule a
14 final inspection. The Engineer will set a date for final inspection. The Engineer and the
15 Contractor will then make a final inspection and the Engineer will notify the Contractor in
16 writing of all particulars in which the final inspection reveals the work incomplete or
17 unacceptable. The Contractor shall immediately take such corrective measures as are
18 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
19 diligently, and without interruption until physical completion of the listed deficiencies. This
20 process will continue until the Engineer is satisfied the listed deficiencies have been
21 corrected.

22
23 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
24 written notice listing the deficiencies, the Engineer may, upon written notice to the
25 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
26 Section 1-05.7.

27
28 The Contractor will not be allowed an extension of contract time because of a delay in
29 the performance of the work attributable to the exercise of the Engineer's right
30 hereunder.

31
32 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
33 Contracting Agency, in writing, of the date upon which the work was considered physically
34 complete. That date shall constitute the Physical Completion Date of the contract but shall
35 not imply acceptance of the work or that all the obligations of the Contractor under the
36 contract have been fulfilled.

37
38 **1-05.14 Cooperation with Other Contractors**

39
40 Section 1-05.14 is supplemented with the following:

41
42 ***(March 13, 1995)***
43 ***Other Contracts Or Other Work***

44 It is anticipated that the following work adjacent to or within the limits of this project will
45 be performed by others during the course of this project and will require coordination of
46 the work:

- 47
48 *** Electric Shore-Side Facilities – ESMVGUE-2
49 Terminal Modifications – ESMVGUE-3 ***
50

1 **1-05.15 Method of Serving Notices**

2 *(December 30, 2022 APWA GSP)*

3 Revise the second paragraph to read:

4
5 All correspondence from the Contractor shall be directed to the Project Engineer. All
6 correspondence from the Contractor constituting any notification, notice of protest, notice
7 of dispute, or other correspondence constituting notification required to be furnished
8 under the Contract, must be in paper format, hand delivered or sent via mail delivery
9 service to the Project Engineer's office. Electronic copies such as e-mails or
10 electronically delivered copies of correspondence will not constitute such notice and will
11 not comply with the requirements of the Contract.
12

13 **1-07 Legal Relations and Responsibilities to the Public**

14
15 **1-07.1 Laws to be Observed**

16 *(October 1, 2005 APWA GSP)*

17
18 Supplement this section with the following:

19
20 In cases of conflict between different safety regulations, the more stringent regulation
21 shall apply.
22

23 The Washington State Department of Labor and Industries shall be the sole and
24 paramount administrative agency responsible for the administration of the provisions of
25 the Washington Industrial Safety and Health Act of 1973 (WISHA).
26

27 The Contractor shall maintain at the project site office, or other well known place at the
28 project site, all articles necessary for providing first aid to the injured. The Contractor
29 shall establish, publish, and make known to all employees, procedures for ensuring
30 immediate removal to a hospital, or doctor's care, persons, including employees, who
31 may have been injured on the project site. Employees should not be permitted to work
32 on the project site before the Contractor has established and made known procedures
33 for removal of injured persons to a hospital or a doctor's care.
34

35 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
36 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
37 from their failure, or improper maintenance, use, or operation. The Contractor shall be
38 solely and completely responsible for the conditions of the project site, including safety
39 for all persons and property in the performance of the work. This requirement shall apply
40 continuously, and not be limited to normal working hours. The required or implied duty of
41 the Engineer to conduct construction review of the Contractor's performance does not,
42 and shall not, be intended to include review and adequacy of the Contractor's safety
43 measures in, on, or near the project site.
44

45
46 Section 1-07.1 is supplemented with the following:

47
48 ***(February 15, 2023 SkagitF)***

49 ***Confined Space***

50 Confined spaces are known to exist at the following locations:
51

1 *** Vessel to be constructed will contain voids, tanks, and other spaces that contain
2 hazardous conditions. ***
3
4 The Contractor shall be fully responsible for the safety and health of all on-site workers
5 and compliant with Occupational Safety and Health Administration (OSHA) Shipyard
6 Industry Standards (OSHA 2268-10R).
7
8 The Contractor shall prepare and implement a confined space program for each of the
9 confined spaces identified above. The Contractors Confined Space program shall be
10 sent to the Contracting Agency at least 30 days prior to the Contractor beginning work in
11 or adjacent to the confined space. No work shall be performed in or adjacent to the
12 confined space until the plan is submitted to the Engineer as required. The Contractor
13 shall communicate with the Engineer to ensure a coordinated effort for providing and
14 maintaining a safe worksite for both the Contracting Agency's and Contractor's workers
15 when working in or near a confined space.
16
17 All costs to prepare and implement the confined space program shall be included in the
18 bid prices for the various items associated with the confined space work.
19
20 **1-07.2 State Taxes**
21 *(July 14, 2016 SkagitF)*
22
23 Section 1-07.2 is supplemented with the following:
24
25 The work on this project is exempt from the Washington State retail sales tax, per **RCW**
26 **82.08.0285, Exemptions -- Sales of ferry vessels to the state or local governmental**
27 **units -- Components thereof -- Labor and service charges.**
28
29
30 **1-07.11 Requirements for Nondiscrimination**
31 *(October 1, 2020 APWA GSP, Option A)*
32
33 Supplement this section with the following:
34
35 ***Disadvantaged Business Enterprise Participation***
36 The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and
37 USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. As
38 such, the requirements of this Contract are to make affirmative efforts to solicit DBEs,
39 provide information on who submitted a Bid or quote and to report DBE participation
40 monthly as described elsewhere in these Contract Provisions. No preference will be
41 included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall
42 be required as a Condition of Award and Bids/Proposals may not be rejected or
43 considered non-responsive on that basis.
44
45 **DBE Abbreviations and Definitions**
46 **Broker** – A business firm that provides a bona fide service, such as professional,
47 technical, consultant or managerial services and assistance in the procurement
48 of essential personnel, facilities, equipment, materials, or supplies required for
49 the performance of the Contract, or, persons/companies who arrange or
50 expedite transactions.
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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. The on-line Directory is available to Contractors 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.”*

Contract – For this Special Provision only, this definition supplements Section 1-01.3. 49 CFR 26.5 defines contract as: *“... a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.”*

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.

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

Regular Dealer (DBE) – A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the DBE firm must be an established regular business that engages in as its principal business and in its own name the purchase and sale of the products in question. A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum

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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 Goals

No DBE goals have been assigned as part of this Contract.

Affirmative Efforts to Solicit DBE Participation

The Contractor shall not discriminate on the grounds of race, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.
2. Establish delivery schedules that encourage participation by DBEs and other small businesses.
3. Participate with a DBE as a joint venture.

DBE Eligibility/Selection of DBEs for Reporting Purposes Only

Contractor may take credit for DBEs utilized on this Contract only if the firm is certified for the Work being performed, and the firm performs a commercially useful function (CUF).

Absent a mandatory goal, all DBE participation that is attained on this project will be considered as "race neutral" participation and shall be reported as such.

Crediting DBE Participation

All DBE Subcontractors shall be certified before the subcontract on which they are participating is executed.

Be advised that although a firm is listed in the directory, there are cases where the listed firm is in a temporary suspension status. The Contractor shall review the OMWBE Suspended DBE Firms list. A DBE firm that is included on this list may not enter into new contracts that count towards participation.

DBE participation is only credited upon payment to the DBE.

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

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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 equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces. 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.

If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be credited only if the DBE’s Lower-Tier Subcontractor is also a DBE. Work subcontracted to a non-DBE shall not be credited.

Count expenditures toward race/gender-neutral participation only if the DBE is performing a CUF on the contract.

DBE Subcontract and Lower Tier Subcontract Documents

There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE. The subcontract agreement shall incorporate requirements of the primary Contract. Subcontract agreements of all tiers, including lease agreements shall be readily available at the project site for the Engineer review.

DBE Service Provider

The value of fees or commissions charged by a DBE Broker, a DBE 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.

Temporary Traffic Control

If the DBE firm is being utilized in the capacity of only “Flagging”, the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under

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the direct control of the DBE. The DBE firm shall also provide all flagging equipment (e.g. paddles, hard hats, and vests).

If the DBE firm is being utilized in the capacity of "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. In addition, if the DBE firm utilizes the Contractor's equipment, such as Transportable Attenuators and Portable Changeable Message Signs (PCMS) no DBE credit can be taken for supplying and operating the items.

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. 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 Work that a DBE trucking firm performs with trucks it leases from other certified DBE trucking firms qualify for 100% DBE credit

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 non-DBE truck leasing company, but can only receive credit as DBE participation if the DBE uses its own employees as drivers.

DBE credit for a truck broker is limited to the fee/commission that the DBE receives for arranging transportation services.

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

DBE Manufacturer and DBE Regular Dealer

One hundred percent (100%) of the cost of the manufactured product obtained from a DBE Manufacturer can count as DBE participation.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited as DBE participation. If the role of the DBE Regular Dealer is determined to be that of a pass-through, then no DBE credit will be given for its services. 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.

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Regular Dealer DBE firms must be approved before being 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. The Regular Dealer must submit the Regular Dealer Status Request form a minimum of five days prior to being utilized on the specific project.

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 a job site, can count as DBE participation 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 as DBE participation.

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.

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

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allowed. Lease agreements shall be readily available for review by the Engineer.

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 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.

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 shall with its own workforce, 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.

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 and installing and paying

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for the material itself.” The Contractor shall submit DBE Joint Check Request Form for the Engineer approval prior to using a joint check.

Material costs paid by the Contractor directly to the material supplier is 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.

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.

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

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.

Payment

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

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

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5 **1-07.18 Public Liability and Property Damage Insurance**

6

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

8

9 **1-07.18 Insurance**
10 *(February 27, 2023 SkagitF)*

11

12 **1-07.18(1) General Requirements**

13 A. The Contractor shall procure and maintain the insurance described in all subsections of
14 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best
15 rating of not less than A-: VII and licensed to do business in the state of residence and
16 the State of Washington. The Contracting Agency reserves the right to approve or reject
17 the insurance provided, based on the insurer’s financial condition.

18

19 B. The Contractor shall keep this insurance in force without interruption from the
20 commencement of the Contractor’s Work through the term of the Contract and for thirty
21 (30) days after the Physical Completion date, unless otherwise indicated below.

22

23 C. If any insurance policy is written on a claims-made form, its retroactive date, and that of
24 all subsequent renewals, shall be no later than the effective date of this Contract. The
25 policy shall state that coverage is claims made and state the retroactive date. Claims-
26 made form coverage shall be maintained by the Contractor for a minimum of 36 months
27 following the Completion Date or earlier termination of this Contract, and the Contractor
28 shall annually provide the Contracting Agency with proof of renewal. If renewal of the
29 claims made form of coverage becomes unavailable, or economically prohibitive, the
30 Contractor shall purchase an extended reporting period (“tail”) or execute another form of
31 guarantee acceptable to the Contracting Agency to assure financial responsibility for
32 liability for services performed.

33

34 D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or
35 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
36 respects the Contracting Agency’s insurance, self-insurance, or self-insured pool
37 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
38 Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute
39 with it.

40

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

44

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

47

48 G. Failure on the part of the Contractor to maintain the insurance as required shall
49 constitute a material breach of contract, upon which the Contracting Agency may, after
50 giving five business days’ notice to the Contractor to correct the breach, immediately
51 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
52 and all premiums in connection therewith, with any sums so expended to be repaid to the

1 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
2 offset against funds due the Contractor from the Contracting Agency.

3
4 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
5 of the Contract and no additional payment will be made.
6

7 **1-07.18(2) Additional Insured**

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

- 11 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
12 volunteers

13 The above-listed entities shall be additional insured(s) for the full available limits of liability
14 maintained by the Contractor, irrespective of whether such limits maintained by the
15 Contractor are greater than those required by this Contract, and irrespective of whether the
16 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits
17 lower than those maintained by the Contractor.
18

19 For Commercial General Liability insurance coverage, the required additional insured
20 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
21 operations and CG 20 37 10 01 for completed operations.
22

23 **1-07.18(3) Subcontractors**

24 The Contractor shall cause each subcontractor of every tier to provide insurance coverage
25 that complies with all applicable requirements of the Contractor-provided insurance as set
26 forth herein, except the Contractor shall have sole responsibility for determining the limits of
27 coverage required to be obtained by subcontractors.
28

29 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
30 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by
31 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20
32 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
33

34 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
35 Agency evidence of insurance and copies of the additional insured endorsements of each
36 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
37

38 **1-07.18(4) Verification of Coverage**

39 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
40 endorsements for each policy of insurance meeting the requirements set forth herein when
41 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to
42 demand such verification of coverage with these insurance requirements or failure of
43 Contracting Agency to identify a deficiency from the insurance documentation provided shall
44 not be construed as a waiver of Contractor's obligation to maintain such insurance.
45

46 Verification of coverage shall include:

- 47 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 48 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
49 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
50 submit a copy of any blanket additional insured clause from its policies instead of a
51 separate endorsement.

- 1 3. Any other amendatory endorsements to show the coverage required herein.
2 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
3 these requirements – actual endorsements must be submitted.
4

5 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
6 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
7 required on this Project, a full and certified copy of that policy is required when the
8 Contractor delivers the signed Contract for the work.
9

10 **1-07.18(5) Required Insurance Policies**

- 11
12 1. Marine Builders' Risk Insurance providing coverage for the Vessel. The coverage
13 shall include Vessel underway activity prior to Delivery.
14 The Marine Builders' Risk Insurance Policy shall identify the name insureds as the
15 Contractor, SKAGIT COUNTY and all Subcontractors at any tier only as per their
16 financial interest in the project. The Indemnified Parties shall be additional
17 insureds with respect to liability arising out of the acts or omissions of the
18 Contractor, Subcontractors, their employees, agents and officers and all other
19 Persons for whom the Contractor may be legally or contractually responsible,
20 whether occurring on or off of the site.
21 The Marine Builders' Risk Insurance Policy shall be on an “all risk” basis and shall
22 be for the replacement value thereof for “all risks” of direct physical loss or
23 damage, with a minimum limit of liability equal to the greater of: (i) the Contract
24 Price plus the value of OFE, if any; or (ii) the probable maximum loss of Contract
25 Work components plus “soft cost expense cover” (including but not limited to,
26 additional construction financing interest, construction loan fees, engineering
27 expenses/fees, insurance premiums, accounting fees, project administration
28 expenses, attorneys’ fees and fees and other costs associated with such damage
29 or loss and with Regulatory Agencies approvals). The coverage shall be written
30 without risk of liability of SKAGIT COUNTY for payment and without deduction for
31 depreciation. There shall be no coinsurance penalty provision in any such policy.
32 The Policy deductible shall not exceed **One Hundred Thousand Dollars**
33 **(\$100,000.00)** per occurrence, or subject to prior approval by Skagit County.
34 In addition to liability for physical loss of, damage to, or damage caused by the
35 Vessel imposed upon the Contractor by law or contract, as provided herein, the
36 Marine Builders' Risk Insurance Policy shall be written to specifically include, in
37 part:
38 1) All Vessel underway activity as often as necessary for completion and testing
39 of the Contract Work;
40
41 2) Coverage for OFE, if any, from the time of delivery of OFE to the Contractor;
42
43 3) A statement that the policy is primary to all other collectible insurance;
44
45 4) Underwriters' waiver of subrogation against SKAGIT COUNTY and all
46 Subcontractors at any tier;
47
48 5) Coverage for all catastrophic risks. i.e., Earthquake, Hurricane, Flood, Wind,
49 Tsunami, and Volcanic Eruption;
50
51 6) Coverage for renewal of faulty workmanship; and
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7) Coverage for Hull and Machinery, etc. while the Vessel is at the Shipyard, Assembly Site or other premises of the Contractor or any Subcontractor.

2. Commercial General Liability Insurance written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01 12 04. The Contractor shall maintain such insurance through the expiration of the warranty period for the Vessel. This coverage shall have a minimum limit of **\$10 million** per occurrence, **\$10 million** general annual aggregate and **\$10 million** product/completed operations aggregate. Products and completed operations coverage shall be provided for a period of one (1) year following Final Acceptance of the Contract. Any such excess insurance shall be at least as broad as the Contractor's primary insurance. The Contractor shall be the named insured and each of the Indemnified Parties shall be additional insureds with respect to liability arising out of the acts or omissions of the Contractor, Subcontractors, their employees, agents and officers and all other Persons for whom the Contractor may be legally or contractually responsible, whether occurring on or off of the Shipyard or Assembly Site. The required limits can be satisfied by a combination of a primary policy and an excess policy.

The Commercial General Liability insurance shall include Ship Repairers Legal Liability while performing Contract Work aboard the Vessel. There shall be no exclusion for watercraft or employers liability as respects to contractual liability in the insurance policy. Such insurance shall cover all operations by, or on behalf of, the Contractor including all operations by a Subcontractor. Such insurance shall cover: bodily injury and property damage liability, including coverage for premises and operations; products and completed operations; contractual liability; broad form property damage, including property in the Contractor's care, custody and control; and personal injury liability.

3. Commercial Automobile Liability Insurance. The Contractor shall provide comprehensive automobile liability insurance covering the ownership, maintenance or use of all owned/leased, non-owned and hired vehicles used in the performance of the Contract Work, both on and off the Project site, including loading and unloading, with limits of not less than **\$10 million** combined single limit for bodily injury and property damage liability. The Contractor shall maintain such insurance through Final Acceptance; provided, however, that such coverage shall be maintained for vehicles used in the performance of warranty work until the expiration of the warranty period. Coverage shall be provided on Insurance Services Office form number CA 0001 (Ed. 7/97) or equivalent. The Contractor shall be the named insured and the Indemnified Parties shall be additional insureds with respect to liability arising out of the acts or omissions of the Contractor, Subcontractors, their employees, agents and officers and all other persons for whom the Contractor may be legally or contractually responsible. The required limits can be satisfied by a combination of a primary policy and an excess policy.
4. Worker's Compensation Insurance (and Stop-Gap Liability). The Contractor shall provide industrial insurance and medical aid as required under Title 51 RCW (and Stop-Gap Liability insurance for bodily injury or disease) for Washington State and State Worker's Compensation where work may occur, including employers liability with minimum limits of **\$10 million** per accident for bodily injury by accident, **\$10**

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million per employee for bodily injury by disease, and **\$10 million** policy limit for bodily injury by disease. The Contractor shall maintain such insurance through the expiration of the Warranty period for the final Vessel. The Contractor shall be the named insured on these policies. A Contractor who is self-insured under Title 51 RCW shall also provide an endorsement extending coverage to all State operations on an “if any” basis.

5. United States Longshore and Harbor Workers' (U.S. L&H) Insurance and contingent coverage for Jones Act (Marine Employers Liability) in compliance with Federal Statutes, to be provided by the Contractor at least two (2) weeks prior to commencement of Contract Work aboard the Vessel.
6. Transporter’s Legal Liability Insurance for any transporter hired by the Contractor to transport the Vessel to the Assembly Site. Such insurance limits shall be not less than the Contract Price to cover loss, damage and/or expense to SKAGIT COUNTY arising out of such transport. Such insurance shall be primary over any other SKAGIT COUNTY insurance. SKAGIT COUNTY and its officers and employees are to be named as additional insureds under this coverage.
7. Sudden and Accidental Pollution The Contractor shall provide pollution coverage for construction operations, for any vessels involved in the project, and for the vessel upon launch. Vessel pollution insurance shall include fines and penalties coverage.

Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, ACORD form Certificates of Insurance evidencing the minimum insurance coverage required under this Article.

All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of forty-five (45) days’ prior written notice to SKAGIT COUNTY of any cancellation or reduction of coverage. The Contractor shall promptly deliver to SKAGIT COUNTY a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverages for the terms specified herein. Such certificate shall be delivered to SKAGIT COUNTY not less than thirty (30) days prior to the expiration date of any policy and bear a notation evidencing payment of the premium therefore. If requested by SKAGIT COUNTY from time to time, certified duplicate copies of the renewal policy shall also be provided.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract upon which SKAGIT COUNTY may, after giving five (5) working 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 SKAGIT COUNTY on demand, or at the sole discretion of SKAGIT COUNTY, off set against funds due the Contractor from SKAGIT COUNTY .

All costs for insurance shall be considered incidental to and included in the Contract Price.

1 **1-07.20 Patented Devices, Materials, Systems, and Processes**
2 (August 17, 2023 SkagitF)

3
4 Revise this section in its entirety, and replace it with the following:

5
6 The Contractor shall assume all costs arising from the use of patented devices, materials,
7 systems, or processes used on or incorporated in the Work, and agrees to indemnify,
8 defend, and save harmless the State, Governor, Commission, Secretary, and their duly
9 authorized agents, employees, and consultants from all actions of any nature for, or on
10 account of the use of all patented devices, materials, systems, or processes.
11

12 **1-08 PROSECUTION AND PROGRESS**

13
14 Add the following new section:

15
16 **1-08.0 Preliminary Matters**
17 (May 25, 2006 APWA GSP)

18
19 Add the following new section:

20
21 **1-08.0(1) Preconstruction Conference**
22 (*October 10, 2008 APWA GSP*)

23
24 Prior to the Contractor beginning the work, a preconstruction conference will be held
25 between the Contractor, the Engineer and such other interested parties as may be
26 invited. The purpose of the preconstruction conference will be:

- 27 1. To review the initial progress schedule;
28 2. To establish a working understanding among the various parties associated or
29 affected by the work;
30 3. To establish and review procedures for progress payment, notifications, approvals,
31 submittals, etc.;
32 4. To establish normal working hours for the work;
33 5. To review safety standards and traffic control; and
34 6. To discuss such other related items as may be pertinent to the work.
35

36 The Contractor shall prepare and submit at the preconstruction conference the following:

- 37 1. A breakdown of all lump sum items;
38 2. A preliminary schedule of working drawing submittals; and
39 3. A list of material sources for approval if applicable.
40

41 **1-08.1 Subcontracting**
42 (*December 30, 2022 APWA GSP, Option A*)

43
44 Section 1-08.1 is supplemented with the following:

45
46 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor
47 shall submit to the Engineer a certification (WSDOT Form 420-004) that a written

1 agreement between the Contractor and the subcontractor or between the subcontractor
2 and any lower tier subcontractor has been executed. This certification shall also
3 guarantee that these subcontract agreements include all the documents required by the
4 Special Provision Federal Agency Inspection.

5

6 A subcontractor or lower tier subcontractor will not be permitted to perform any work
7 under the contract until the following documents have been completed and submitted to
8 the Engineer:

9

- 10 1. Request to Sublet Work (WSDOT Form 421-012), and
- 11
- 12 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-
13 aid Projects (WSDOT Form 420-004).
- 14

15

16 The Contractor shall submit to the Engineer a completed Monthly Retainage Report
17 (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress
18 payment until every subcontractor and lower tier subcontractor's retainage has been
19 released.

20

21 The Contractor's records pertaining to the requirements of this Special Provision shall be
22 open to inspection or audit by representatives of the Contracting Agency during the life of
23 the contract and for a period of not less than three years after the date of acceptance of
24 the contract. The Contractor shall retain these records for that period. The Contractor
25 shall also guarantee that these records of all subcontractors and lower tier
26 subcontractors shall be available and open to similar inspection or audit for the same
27 time period.

28

1-08.3 Progress Schedule

29

1-08.3(2)B Type B Progress Schedule

30 *(February 28, 2023 SkagitF)*

31

32

33 Revise the first paragraph to read:

34

35 The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the
36 preconstruction conference. The preliminary Type B Progress Schedule shall comply
37 with all of these requirements and the requirements of Section 1-08.3(1), except that it
38 may be limited to only those activities occurring within the first 60-working days of the
39 project.

40

41 Revise the second paragraph to read:

42

43 The Contractor shall submit a Type B Progress Schedule depicting the entire project no
44 later than 30 calendar days after the date the Contract is executed. The schedule shall
45 be a critical path method (CPM) schedule developed by the Precedence Diagramming
46 Method (PDM). Restraints may be utilized but may not serve to change the logic of the
47 network or the critical path. The schedule shall display at least the following information:

48

49

50

- Contract Number and Title
- Construction Start Date
- Critical Path

- 1 • Activity Description
- 2 • Milestone Description
- 3 o Progress Payment Schedule
- 4 • Activity Duration
- 5 • Predecessor Activities
- 6 • Successor Activities
- 7 • Early Start (ES) and Early Finish (EF) for each activity
- 8 • Late Start (LS) and Late Finish (LF) for each activity
- 9 • Total Float (TF) and Free Float (FF) for each activity
- 10 • Physical Completion Date
- 11 • Data Date

12

13 **1-08.4 Prosecution of Work**

14

15 Delete this section and replace it with the following:

16

17 **1-08.4 Notice to Proceed and Prosecution of Work**

18 *(July 23, 2015 APWA GSP)*

19

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

29

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

37

38 **1-08.5 Time for Completion**

39

40 The third paragraph of Section 1-08.5 is revised to read:

41

42 *(February 15, 2023 SkagitF)*

43 The vessel shall be physically complete by March 31, 2026, or Contractor Specified Date,
44 whichever date occurs first.

45

46 **1-08.9 Liquidated Damages**

47 *(March 3, 2021 APWA GSP, Option A)*

48

49 Replace Section 1-08.9 with the following:

50

1 Time is of the essence of the Contract. Delays inconvenience the traveling public,
2 obstruct traffic, interfere with and delay commerce, and increase risk to Highway users.
3 Delays also cost taxpayers undue sums of money, adding time needed for
4 administration, engineering, inspection, and supervision.

5
6 Accordingly, the Contractor agrees:

- 7
- 8 1. To pay liquidated damages in the amount of *** \$10,000.00 *** for each
9 working day beyond the number of working days established for Physical
10 Completion, and
 - 11 2. To authorize the Engineer to deduct these liquidated damages from any
12 money due or coming due to the Contractor.
13
14

15 When the Contract Work has progressed to Substantial Completion as defined in the
16 Contract, the Engineer may determine the Contract Work is Substantially Complete. The
17 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
18 overruns in Contract time occurring after the date so established, liquidated damages
19 identified above will not apply. For overruns in Contract time occurring after the
20 Substantial Completion Date, liquidated damages shall be assessed on the basis of
21 direct engineering and related costs assignable to the project until the actual Physical
22 Completion Date of all the Contract Work. The Contractor shall complete the remaining
23 Work as promptly as possible. Upon request by the Project Engineer, the Contractor
24 shall furnish a written schedule for completing the physical Work on the Contract.

25
26 Liquidated damages will not be assessed for any days for which an extension of time is
27 granted. No deduction or payment of liquidated damages will, in any degree, release the
28 Contractor from further obligations and liabilities to complete the entire Contract.
29

30 **1-09 Measurement and Payment**

31 **1-09.9 Payments** 32 *(July 12, 2023 SkagitF)* 33 34

35 Section 1-09.9 is revised to read:
36

37 Payments will be made for work and labor performed and materials furnished under the
38 Contract according to the Progress Payment Schedule in the Bid Proposal.

39 The Contractor shall submit an invoice per each Work Milestone completed to enable the
40 Engineer to determine the work performed. The Progress Payment Schedule shall
41 determine the basis for payment. The Engineer will make a determination based on
42 submitted documentation and invoice from the Contractor and verification documentation
43 provided by the Owner's Representative. Additional documentation may be requested by
44 the Engineer to support the Work Milestone completion. The Engineer's determination of
45 payment shall be final.

46 The determination of payments under the Contract will be final in accordance with
47 Section 1-05.1.

48 Once all documentation for the Work Milestone completion has been accepted by the
49 Contracting Agency, payment shall be made to the contractor within 45 days.

1 Failure to perform obligations of the Contract may be decreed by the Contracting Agency
2 to be adequate reason for withholding payments until compliance is achieved.
3 Upon completion of all work and after final inspection (Section 1-05.11), the amount due
4 the Contractor under the Contract will be paid based upon the Progress Payment
5 Schedule. The Contractor's signature on the Final Contract Voucher Certification shall be
6 deemed a release of all claims of the Contractor unless a Certified Claim is filed in
7 accordance with the requirements of Section 1-09.11 and is expressly excepted from the
8 Contractor's certification on the Final Contract Voucher Certification. The date the
9 County Engineer signs the Final Contract Voucher Certification constitutes the final
10 acceptance date (Section 1-05.12).
11 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher
12 Certification or other documentation required for completion and final acceptance of the
13 Contract, the Contracting Agency reserves the right to establish a Completion Date (for
14 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the
15 Contract. Unilateral final acceptance will occur only after the Contractor has been
16 provided the opportunity, by written request from the Engineer, to voluntarily submit such
17 documents. If voluntary compliance is not achieved, formal notification of the impending
18 establishment of a Completion Date and unilateral final acceptance will be provided by
19 email with delivery confirmation from the Secretary to the Contractor, which will provide
20 30-calendar days for the Contractor to submit the necessary documents. The 30-
21 calendar day period will begin on the date the email with delivery confirmation is received
22 by the Contractor. The date the Secretary unilaterally signs the Final Contract Voucher
23 Certification shall constitute the Completion Date and the final acceptance date (Section
24 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract
25 will apply to Contracts that are Physically Completed in accordance with Section 1-08.5,
26 or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final
27 acceptance of the Contract by the Contracting Agency does not in any way relieve the
28 Contractor of their responsibility to comply with all Federal, State, tribal, or local laws,
29 ordinances, and regulations that affect the work under the Contract.
30 Payment to the Contractor of final estimates and retained percentages shall be subject to
31 controlling laws.
32

33 **1-09.11(3) Time Limitation and Jurisdiction**

34 *(December 30, 2022 APWA GSP)*

35
36 Revise this section to read:

37
38 For the convenience of the parties to the Contract it is mutually agreed by the parties that
39 all claims or causes of action which the Contractor has against the Contracting Agency
40 arising from the Contract shall be brought within 180 calendar days from the date of final
41 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
42 agreed that all such claims or causes of action shall be brought only in the Superior Court
43 of the county where the Contracting Agency headquarters is located, provided that where
44 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
45 The parties understand and agree that the Contractor's failure to bring suit within the time
46 period provided, shall be a complete bar to all such claims or causes of action. It is further
47 mutually agreed by the parties that when claims or causes of action which the Contractor
48 asserts against the Contracting Agency arising from the Contract are filed with the
49 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency
50 to have timely access to all records deemed necessary by the Contracting Agency to assist
51 in evaluating the claims or action.

1
2 **1-09.14 Material Price Escalation**
3 *(August 17, 2023 SkagitF)*
4

5 This provision is included in this Contract to provide an adjustment to the Contractor or a
6 credit to Skagit County to address fluctuations in aluminum and steel-based material
7 costs which may occur over the life of the Contract. A cost adjustment, if any, is
8 dependent upon an increase or decrease in the ratio of the Bureau of Labor Statistics -
9 Producer Price Index listed below. Regardless of the actual variations in allowable
10 material costs incurred by the Contractor during the Contract, cost adjustments, if any,
11 shall be made solely in accordance with the specified procedures herein. Payment or
12 credit will be made pursuant to a Change Order.

13
14 This Provision shall only apply to the following material categories:

- 15
16 1) Aluminum and steel plates and shapes (hereinafter "aluminum and
17 steel based allowable materials"). Cost adjustments shall not be
18 made for any other materials.
19

20 Skagit County will evaluate and determine any increased or decreased payment(s) or
21 credit(s), if any, under this Provision as follows.
22

23 1) Adjustments, if any, pursuant to this Provision may be requested by the Contractor or
24 Skagit County every three (3) months after the Notice to Proceed (Adjustment Period).
25 An adjustment shall be on the basis of the total actual lump sum cost of materials
26 incurred by the Contractor for each respective allowable material category (Indexed
27 Materials) during each respective Adjustment Period excluding markups of any kind and
28 freight or transportation charges.
29

30 Within thirty (30) days of the conclusion of each respective Adjustment Period, the
31 Contractor shall submit to Skagit County a full accounting of the total costs incurred by
32 the Contractor for each of the two (2) allowable Indexed Materials during the Adjustment
33 Period for which the Contractor seeks an adjustment pursuant to this Provision. The
34 Contractor shall also provide such accounting for any Adjustment Period as requested by
35 the County. Failure to submit such accounting shall be deemed a waiver of the
36 Contractor's right to seek compensation pursuant to this Provision for that respective
37 Adjustment Period. Failure to seek an adjustment for any specific Adjustment Period will
38 not affect either Contractor's or the County's ability to seek an adjustment for later
39 Adjustment Periods.
40

41 The accounting shall contain certified invoices listed in chronological order and
42 contain a tabulation of quantity, the order date, the date shipped from the
43 manufacturer/supplier, and the price per unit weight (reflecting all deductions for quantity
44 shipments). These invoices shall be subject to audit verification. Any adjustment will be
45 calculated pursuant to the adjustment formula contained in Section 5 below.
46

47 2) Any adjustment pursuant to this Provision shall be supported by an increase or
48 decrease in U.S. Department of Labor - Bureau of Labor Statistics (BLS) index entitled
49 "Producers Price Index" (PPI). These indices are available on the internet at the U. S.

1 Bureau of Labor Statistics Producer Price Indexes Home Page
2 <http://www.bls.gov/ppi/home.htm>. The price adjustment for aluminum and steel based
3 allowable materials shall be a function of the percentage of change of the price index for
4 the commodity item "WPU102501" for aluminum products and "WPU107601" for steel
5 products. Seasonally adjusted indices shall not be used.
6

7 3) No markups of any kind shall be applied to adjustments made pursuant to this
8 Provision. The amount of adjustment resulting from this Provision represents the
9 MAXIMUM adjustment payable regardless of the difference between the cost incurred by
10 the Contractor for Indexed Materials and the cost of said Indexed Materials contained in
11 the Contractor's initial Contract Price at the time of the Notice to Proceed.
12

13 4) Adjustment Formulas: Subject to the conditions noted above, cost adjustments
14 made pursuant to this Provision shall be calculated solely based on the formula below.
15

16 Formula: $A = (I_a - I_b) / I_b * CM$
17

18 Definitions:

19 A = Indexed Materials cost adjustment, in lump sum dollars.
20

21 CM= Cost of respective Indexed Materials (aluminum and steel based) in lump sum
22 dollars purchased during a respective Adjustment Period. To qualify as being purchased
23 during an Adjustment Period, the purchase price of the respective Indexed Material must
24 be firmly fixed between the supplier of the Indexed Material and the Contractor or
25 subcontractor during said period.
26

27 I_b= BLS PPI index for the month and year of the Notice to Proceed date.
28

29 I_a= BLS PPI index established at the end of each respective Adjustment Period
30 (after final US DOL BLS adjustments).
31

32 Adjustment Period: A period starting on the date of the Notice to Proceed running
33 through the end of the third month after the month of the Notice to Proceed and ending
34 every three (3) months thereafter until Delivery of the Vessel.
35

36 5) The value of "CM" indicated above shall not be corrected to remove or adjust the costs of
37 materials purchased in connection with Change Orders.
38
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45

1 **Appendices**
2 **(August 17, 2023)**

3 The following appendix is attached and made a part of this contract:

4

5 APPENDIX A:
6 Washington State Prevailing Wage Rates

7

8 APPENDIX B:
9 Construction Contract - Informational Only
10 Contract Bond - Informational Only

11

12 APPENDIX C:
13 Payment and Performance Bond

14

15 APPENDIX D:
16 Proposal Forms - Informational Only

17

18 APPENDIX E:
19 Mandatory Bidder - Informational Only

20

APPENDIX A

Wage Rates

Federal Davis Bacon Wage Rates

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 12/04/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Skagit	Asbestos Abatement Workers	Journey Level	\$59.07	<u>5D</u>	<u>1H</u>		View
Skagit	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
Skagit	Brick Mason	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
Skagit	Brick Mason	Pointer-Caulker-Cleaner	\$69.07	<u>7E</u>	<u>1N</u>		View
Skagit	Building Service Employees	Janitor	\$15.74		<u>1</u>		View
Skagit	Building Service Employees	Shampooer	\$15.74		<u>1</u>		View
Skagit	Building Service Employees	Waxer	\$15.74		<u>1</u>		View
Skagit	Building Service Employees	Window Cleaner	\$15.74		<u>1</u>		View
Skagit	Cabinet Makers (In Shop)	Journey Level	\$18.85		<u>1</u>		View
Skagit	Carpenters	Acoustical Worker	\$74.96	<u>15J</u>	<u>4C</u>		View
Skagit	Carpenters	Bridge, Dock And Wharf Carpenters	\$74.96	<u>15J</u>	<u>4C</u>		View
Skagit	Carpenters	Floor Layer & Floor Finisher	\$74.96	<u>15J</u>	<u>4C</u>		View
Skagit	Carpenters	Journey Level	\$74.96	<u>15J</u>	<u>4C</u>		View
Skagit	Carpenters	Scaffold Erector	\$74.96	<u>15J</u>	<u>4C</u>		View
Skagit	Cement Masons	Application of all Composition Mastic	\$72.87	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of all Epoxy Material	\$72.37	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of all Plastic Material	\$72.87	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of Sealing Compound	\$72.37	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Application of Underlayment	\$72.87	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Building General	\$72.37	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Composition or Kalman Floors	\$72.87	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Concrete Paving	\$72.37	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Curb & Gutter Machine	\$72.87	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Curb & Gutter, Sidewalks	\$72.37	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Curing Concrete	\$72.37	<u>15J</u>	<u>4U</u>		View
Skagit	Cement Masons	Finish Colored Concrete	\$72.87	<u>15J</u>	<u>4U</u>		View

Skagit	Cement Masons	Floor Grinding	\$72.87	15J	4U		View
Skagit	Cement Masons	Floor Grinding/Polisher	\$72.37	15J	4U		View
Skagit	Cement Masons	Green Concrete Saw, self-powered	\$72.87	15J	4U		View
Skagit	Cement Masons	Grouting of all Plates	\$72.37	15J	4U		View
Skagit	Cement Masons	Grouting of all Tilt-up Panels	\$72.37	15J	4U		View
Skagit	Cement Masons	Guniting Nozzleman	\$72.87	15J	4U		View
Skagit	Cement Masons	Hand Powered Grinder	\$72.87	15J	4U		View
Skagit	Cement Masons	Journey Level	\$72.37	15J	4U		View
Skagit	Cement Masons	Patching Concrete	\$72.37	15J	4U		View
Skagit	Cement Masons	Pneumatic Power Tools	\$72.87	15J	4U		View
Skagit	Cement Masons	Power Chipping & Brushing	\$72.87	15J	4U		View
Skagit	Cement Masons	Sand Blasting Architectural Finish	\$72.87	15J	4U		View
Skagit	Cement Masons	Screed & Rodding Machine	\$72.87	15J	4U		View
Skagit	Cement Masons	Spackling or Skim Coat Concrete	\$72.37	15J	4U		View
Skagit	Cement Masons	Troweling Machine Operator	\$72.87	15J	4U		View
Skagit	Cement Masons	Troweling Machine Operator on Colored Slabs	\$72.87	15J	4U		View
Skagit	Cement Masons	Tunnel Workers	\$72.87	15J	4U		View
Skagit	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$129.71	15J	4C		View
Skagit	Divers & Tenders	Dive Supervisor/Master	\$93.94	15J	4C		View
Skagit	Divers & Tenders	Diver	\$129.71	15J	4C	8V	View
Skagit	Divers & Tenders	Diver On Standby	\$88.94	15J	4C		View
Skagit	Divers & Tenders	Diver Tender	\$80.82	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$93.26	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$98.26	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$102.26	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$107.26	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$109.76	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$114.76	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$116.76	15J	4C		View
Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$118.76	15J	4C		View

Skagit	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$120.76	15J	4C		View
Skagit	Divers & Tenders	Manifold Operator	\$80.82	15J	4C		View
Skagit	Divers & Tenders	Manifold Operator Mixed Gas	\$85.82	15J	4C		View
Skagit	Divers & Tenders	Remote Operated Vehicle Operator/Technician	\$80.82	15J	4C		View
Skagit	Divers & Tenders	Remote Operated Vehicle Tender	\$75.41	15J	4C		View
Skagit	Dredge Workers	Assistant Engineer	\$79.62	5D	3F		View
Skagit	Dredge Workers	Assistant Mate (Deckhand)	\$79.01	5D	3F		View
Skagit	Dredge Workers	Boatmen	\$79.62	5D	3F		View
Skagit	Dredge Workers	Engineer Welder	\$81.15	5D	3F		View
Skagit	Dredge Workers	Leverman, Hydraulic	\$82.77	5D	3F		View
Skagit	Dredge Workers	Mates	\$79.62	5D	3F		View
Skagit	Dredge Workers	Oiler	\$79.01	5D	3F		View
Skagit	Drywall Applicator	Journey Level	\$74.96	15J	4C		View
Skagit	Drywall Tapers	Journey Level	\$74.50	5P	1E		View
Skagit	Electrical Fixture Maintenance Workers	Journey Level	\$21.48		1		View
Skagit	Electricians - Inside	Cable Splicer	\$90.40	7H	1E		View
Skagit	Electricians - Inside	Construction Stock Person	\$42.59	7H	1D		View
Skagit	Electricians - Inside	Journey Level	\$84.73	7H	1E		View
Skagit	Electricians - Motor Shop	Craftsman	\$15.74		1		View
Skagit	Electricians - Motor Shop	Journey Level	\$15.74		1		View
Skagit	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
Skagit	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View
Skagit	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
Skagit	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
Skagit	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
Skagit	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
Skagit	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
Skagit	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
Skagit	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
Skagit	Electronic Technicians	Electronic Technicians Journey Level	\$53.94	5B	1B		View
Skagit	Elevator Constructors	Mechanic	\$107.49	7D	4A		View
Skagit	Elevator Constructors	Mechanic In Charge	\$116.13	7D	4A		View
Skagit	Fabricated Precast Concrete Products	Journey Level	\$15.74		1		View

Skagit	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$15.74		1		View
Skagit	Fence Erectors	Fence Erector	\$50.07	15J	4V	8Y	View
Skagit	Fence Erectors	Fence Laborer	\$50.07	15J	4V	8Y	View
Skagit	Flaggers	Journey Level	\$50.07	15J	4V	8Y	View
Skagit	Glaziers	Journey Level	\$79.16	7L	1Y		View
Skagit	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$87.15	15H	11C		View
Skagit	Heating Equipment Mechanics	Mechanic	\$92.96	7F	1E		View
Skagit	Hod Carriers & Mason Tenders	Journey Level	\$62.49	15J	4V	8Y	View
Skagit	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		1		View
Skagit	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Skagit	Inland Boatmen	Cook	\$56.48	5B	1K		View
Skagit	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Skagit	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Skagit	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Skagit	Inland Boatmen	Mate	\$57.31	5B	1K		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	\$49.48	15M	11O		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	\$49.48	15M	11O		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$49.48	15M	11O		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$47.41	15M	11O		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$41.20	15M	11O		View
Skagit	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	\$44.31	15M	11O		View
Skagit	Insulation Applicators	Journey Level	\$74.96	15J	4C		View
Skagit	Ironworkers	Journeyman	\$85.80	15K	11N		View
Skagit	Laborers	Air, Gas Or Electric Vibrating Screed	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Airtrac Drill Operator	\$60.90	15J	4V	8Y	View
Skagit	Laborers	Ballast Regular Machine	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Batch Weighman	\$50.07	15J	4V	8Y	View
Skagit	Laborers	Brick Pavers	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Brush Cutter	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Brush Hog Feeder	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Burner	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Caisson Worker	\$60.90	15J	4V	8Y	View
Skagit	Laborers	Carpenter Tender	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Cement Dumper-paving	\$60.15	15J	4V	8Y	View

Skagit	Laborers	Cement Finisher Tender	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Change House Or Dry Shack	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Chipping Gun (30 Lbs. And Over)	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Chipping Gun (Under 30 Lbs.)	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Choker Setter	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Chuck Tender	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Clary Power Spreader	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Clean-up Laborer	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Concrete Dumper/Chute Operator	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Concrete Form Stripper	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Concrete Placement Crew	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Concrete Saw Operator/Core Driller	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Crusher Feeder	\$50.07	15J	4V	8Y	View
Skagit	Laborers	Curing Laborer	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Ditch Digger	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Diver	\$60.90	15J	4V	8Y	View
Skagit	Laborers	Drill Operator (Hydraulic, Diamond)	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Dry Stack Walls	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Dump Person	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Epoxy Technician	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Erosion Control Worker	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Faller & Bucker Chain Saw	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Fine Graders	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Firewatch	\$50.07	15J	4V	8Y	View
Skagit	Laborers	Form Setter	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Gabian Basket Builders	\$59.07	15J	4V	8Y	View
Skagit	Laborers	General Laborer	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Grade Checker & Transit Person	\$62.49	15J	4V	8Y	View
Skagit	Laborers	Grinders	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Grout Machine Tender	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Guardrail Erector	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level A)	\$60.90	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level B)	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Hazardous Waste Worker (Level C)	\$59.07	15J	4V	8Y	View
Skagit	Laborers	High Scaler	\$60.90	15J	4V	8Y	View
Skagit	Laborers	Jackhammer	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Laserbeam Operator	\$60.15	15J	4V	8Y	View

Skagit	Laborers	Maintenance Person	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Manhole Builder-Mudman	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Material Yard Person	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Mold Abatement Worker	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Motorman-Dinky Locomotive	\$62.59	15J	4V	8Y	View
Skagit	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$62.49	15J	4V	8Y	View
Skagit	Laborers	Pavement Breaker	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Pilot Car	\$50.07	15J	4V	8Y	View
Skagit	Laborers	Pipe Layer (Lead)	\$62.49	15J	4V	8Y	View
Skagit	Laborers	Pipe Layer/Tailor	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Pipe Pot Tender	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Pipe Reliner	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Pipe Wrapper	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Pot Tender	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Powderman	\$60.90	15J	4V	8Y	View
Skagit	Laborers	Powderman's Helper	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Power Jacks	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Railroad Spike Puller - Power	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Raker - Asphalt	\$62.49	15J	4V	8Y	View
Skagit	Laborers	Re-timberman	\$60.90	15J	4V	8Y	View
Skagit	Laborers	Remote Equipment Operator	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Rigger/Signal Person	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Rip Rap Person	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Rivet Buster	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Rodder	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Scaffold Erector	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Scale Person	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Sloper (Over 20")	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Sloper Sprayer	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Spreader (Concrete)	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Stake Hopper	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Stock Piler	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Swinging Stage/Boatswain Chair	\$50.07	15J	4V	8Y	View
Skagit	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Tamper (Multiple & Self-propelled)	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Toolroom Person (at Jobsite)	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Topper	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Track Laborer	\$59.07	15J	4V	8Y	View

Skagit	Laborers	Track Liner (Power)	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Traffic Control Laborer	\$53.54	15J	4V	9C	View
Skagit	Laborers	Traffic Control Supervisor	\$56.73	15J	4V	9C	View
Skagit	Laborers	Truck Spotter	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Tugger Operator	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$175.79	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$180.82	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$184.50	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$190.20	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$192.32	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$197.42	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$199.32	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$201.32	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$203.32	15J	4V	9B	View
Skagit	Laborers	Tunnel Work-Guage and Lock Tender	\$62.59	15J	4V	8Y	View
Skagit	Laborers	Tunnel Work-Miner	\$62.59	15J	4V	8Y	View
Skagit	Laborers	Vibrator	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Vinyl Seamer	\$59.07	15J	4V	8Y	View
Skagit	Laborers	Watchman	\$45.51	15J	4V	8Y	View
Skagit	Laborers	Welder	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Well Point Laborer	\$60.15	15J	4V	8Y	View
Skagit	Laborers	Window Washer/Cleaner	\$45.51	15J	4V	8Y	View
Skagit	Laborers - Underground Sewer & Water	General Laborer & Topman	\$59.07	15J	4V	8Y	View
Skagit	Laborers - Underground Sewer & Water	Pipe Layer	\$60.15	15J	4V	8Y	View
Skagit	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$45.51	15J	4V	8Y	View
Skagit	Landscape Construction	Landscape Operator	\$82.25	15J	11G	8X	View
Skagit	Landscape Maintenance	Groundskeeper	\$15.74		1		View
Skagit	Lathers	Journey Level	\$74.96	15J	4C		View
Skagit	Marble Setters	Journey Level	\$69.07	7E	1N		View
Skagit	Metal Fabrication (In Shop)	Fitter	\$15.74		1		View
Skagit	Metal Fabrication (In Shop)	Laborer	\$15.74		1		View
Skagit	Metal Fabrication (In Shop)	Machine Operator	\$15.74		1		View
Skagit	Metal Fabrication (In Shop)	Painter	\$15.74		1		View
Skagit	Metal Fabrication (In Shop)	Welder	\$15.74		1		View
Skagit	Millwright	Journey Level	\$76.51	15J	4C		View
Skagit	Modular Buildings	Journey Level	\$15.74		1		View

Skagit	Painters	Journey Level	\$51.71	6Z	11J		View
Skagit	Pile Driver	Crew Tender	\$80.82	15J	4C		View
Skagit	Pile Driver	Journey Level	\$75.41	15J	4C		View
Skagit	Plasterers	Journey Level	\$70.91	7Q	1R		View
Skagit	Plasterers	Nozzleman	\$74.91	7Q	1R		View
Skagit	Playground & Park Equipment Installers	Journey Level	\$15.74		1		View
Skagit	Plumbers & Pipefitters	Journey Level	\$85.72	5A	1G		View
Skagit	Power Equipment Operators	Asphalt Plant Operators	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Assistant Engineer	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Barrier Machine (zipper)	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Batch Plant Operator: concrete	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Boat Operator	\$83.95	7A	11H	8X	View
Skagit	Power Equipment Operators	Bobcat	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Brooms	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Bump Cutter	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Cableways	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Chipper	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Compressor	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Finish Machine - Laser Screed	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Conveyors	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Cranes Friction: 200 tons and over	\$86.48	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$78.95	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$83.20	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of	\$83.95	7A	11H	8X	View

		boom(including jib with attachments)					
Skagit	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H	8X	View
Skagit	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	7A	11H	8X	View
Skagit	Power Equipment Operators	Crusher	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Deck Engineer/Deck Winches (power)	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Derricks, On Building Work	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Dozers D-9 & Under	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Drilling Machine	\$84.46	15J	11G	8X	View
Skagit	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Gradechecker/Stakeman	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Guardrail Punch	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Locator	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Horizontal/Directional Drill Operator	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	\$82.56	7A	11H	8X	View
Skagit	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H	8X	View
Skagit	Power Equipment Operators	Leverman	\$85.33	15J	11G	8X	View
Skagit	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders, Plant Feed	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Loaders: Elevating Type Belt	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Locomotives, All	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Material Transfer Device	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	15J	11G	8X	View

Skagit	Power Equipment Operators	Motor Patrol Graders	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H	8X	View
Skagit	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H	8X	View
Skagit	Power Equipment Operators	Pavement Breaker	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Posthole Digger, Mechanical	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Power Plant	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Pumps - Water	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Rigger and Bellman	\$78.95	7A	11H	8X	View
Skagit	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H	8X	View
Skagit	Power Equipment Operators	Rollagon	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Roller, Other Than Plant Mix	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Roto-mill, Roto-grinder	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Saws - Concrete	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Scrapers - Concrete & Carry All	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Service Engineers: Equipment	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Shotcrete/Gunite Equipment	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	15J	11G	8X	View

Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	15J	11G	8X	View
Skagit	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	15J	11G	8X	View
Skagit	Power Equipment Operators	Slipform Pavers	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Spreader, Topside & Screedman	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Subgrader Trimmer	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Tower Bucket Elevators	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H	8X	View
Skagit	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H	8X	View
Skagit	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	\$86.48	7A	11H	8X	View
Skagit	Power Equipment Operators	Transporters, All Track Or Truck Type	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Trenching Machines	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H	8X	View
Skagit	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H	8X	View
Skagit	Power Equipment Operators	Truck Mount Portable Conveyor	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators	Welder	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators	Wheel Tractors, Farmall Type	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators	Yo Yo Pay Dozer	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Boat Operator	\$83.95	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Bobcat	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Brooms	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cableways	\$83.62	15J	11G	8X	View

Skagit	Power Equipment Operators-Underground Sewer & Water	Chipper	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Compressor	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Conveyors	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	\$86.48	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$78.95	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$84.77	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$83.20	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$85.66	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$86.48	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$83.95	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$85.66	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$82.56	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Crusher	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	\$84.46	15J	11G	8X	View

Skagit	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$78.95	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$82.56	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Leverman	\$85.33	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$84.46	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$78.65	15J	11G	8X	View

Skagit	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$83.20	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$84.77	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$83.95	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Power Plant	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	\$78.95	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$82.56	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Rollagon	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$82.25	15J	11G	8X	View

Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$84.46	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$85.33	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$85.66	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$84.77	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	\$86.48	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	\$82.25	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$83.20	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$82.56	7A	11H	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$82.88	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Welder	\$83.62	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	\$78.65	15J	11G	8X	View
Skagit	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	\$82.88	15J	11G	8X	View
Skagit	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View
Skagit	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A		View

Skagit	Refrigeration & Air Conditioning Mechanics	Journey Level	\$87.46	<u>5A</u>	<u>1G</u>	View
Skagit	Residential Brick Mason	Journey Level	\$32.30		<u>1</u>	View
Skagit	Residential Carpenters	Journey Level	\$32.48		<u>1</u>	View
Skagit	Residential Cement Masons	Journey Level	\$20.67		<u>1</u>	View
Skagit	Residential Drywall Applicators	Journey Level	\$49.92	<u>15J</u>	<u>4C</u>	View
Skagit	Residential Drywall Tapers	Journey Level	\$34.10		<u>1</u>	View
Skagit	Residential Electricians	Journey Level	\$46.91	<u>7F</u>	<u>1D</u>	View
Skagit	Residential Glaziers	Journey Level	\$51.80	<u>7L</u>	<u>1H</u>	View
Skagit	Residential Insulation Applicators	Journey Level	\$23.91		<u>1</u>	View
Skagit	Residential Laborers	Journey Level	\$23.64		<u>1</u>	View
Skagit	Residential Marble Setters	Journey Level	\$32.30		<u>1</u>	View
Skagit	Residential Painters	Journey Level	\$24.50		<u>1</u>	View
Skagit	Residential Plumbers & Pipefitters	Journey Level	\$85.72	<u>5A</u>	<u>1G</u>	View
Skagit	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$50.73	<u>5A</u>	<u>1G</u>	View
Skagit	Residential Sheet Metal Workers	Journey Level	\$24.60		<u>1</u>	View
Skagit	Residential Soft Floor Layers	Journey Level	\$30.31		<u>1</u>	View
Skagit	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$32.87		<u>1</u>	View
Skagit	Residential Stone Masons	Journey Level	\$32.30		<u>1</u>	View
Skagit	Residential Terrazzo Workers	Journey Level	\$32.30		<u>1</u>	View
Skagit	Residential Terrazzo/Tile Finishers	Journey Level	\$35.85		<u>1</u>	View
Skagit	Residential Tile Setters	Journey Level	\$32.30		<u>1</u>	View
Skagit	Roofers	Journey Level	\$61.95	<u>5A</u>	<u>3H</u>	View
Skagit	Roofers	Using Irritable Bituminous Materials	\$64.95	<u>5A</u>	<u>3H</u>	View
Skagit	Sheet Metal Workers	Journey Level (Field or Shop)	\$92.96	<u>7F</u>	<u>1E</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Crane Operator	\$41.83	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Electrician	\$51.85	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Laborer	\$51.85	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Machinist	\$51.85	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$41.83	<u>7V</u>	<u>1</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Painter	\$51.95	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Rigger	\$51.85	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>	View
Skagit	Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	<u>7X</u>	<u>4J</u>	View

Skagit	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$41.83	<u>7V</u>	1		View
Skagit	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Electrician	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$87.15	<u>15H</u>	<u>11C</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Laborer	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Machinist	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Painter	\$51.95	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Rigger	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	<u>7X</u>	<u>4J</u>		View
Skagit	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>		View
Skagit	Sign Makers & Installers (Electrical)	Journey Level	\$16.03		1		View
Skagit	Sign Makers & Installers (Non-Electrical)	Journey Level	\$15.74		1		View
Skagit	Soft Floor Layers	Journey Level	\$66.32	<u>15J</u>	<u>4C</u>		View
Skagit	Solar Controls For Windows	Journey Level	\$15.74		1		View
Skagit	Sprinkler Fitters (Fire Protection)	Journey Level	\$93.99	<u>5C</u>	<u>1X</u>		View
Skagit	Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74		1		View
Skagit	Stone Masons	Journey Level	\$69.07	<u>7E</u>	<u>1N</u>		View
Skagit	Street And Parking Lot Sweeper Workers	Journey Level	\$15.74		1		View
Skagit	Surveyors	Assistant Construction Site Surveyor	\$82.56	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Surveyors	Chainman	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Surveyors	Construction Site Surveyor	\$83.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Surveyors	Drone Operator (when used in conjunction with survey work only)	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Surveyors	Ground Penetrating Radar Operator	\$78.95	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Skagit	Telecommunication Technicians	Telecom Technician Journey Level	\$53.94	<u>5B</u>	<u>1B</u>		View
Skagit	Telephone Line Construction - Outside	Cable Splicer	\$40.11	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.67	<u>5A</u>	<u>2B</u>		View
Skagit	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$33.49	<u>5A</u>	<u>2B</u>		View

Skagit	Telephone Line Construction - Outside	Telephone Lineperson	\$37.90	<u>5A</u>	<u>2B</u>		View
Skagit	Terrazzo Workers	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		View
Skagit	Tile Setters	Journey Level	\$62.36	<u>7E</u>	<u>1N</u>		View
Skagit	Tile, Marble & Terrazzo Finishers	Finisher	\$53.19	<u>7E</u>	<u>1N</u>		View
Skagit	Traffic Control Stripers	Journey Level	\$89.54	<u>15L</u>	<u>1K</u>		View
Skagit	Truck Drivers	Asphalt Mix Over 16 Yards	\$74.20	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Skagit	Truck Drivers	Asphalt Mix To 16 Yards	\$73.36	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Skagit	Truck Drivers	Dump Truck	\$73.36	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Skagit	Truck Drivers	Dump Truck & Trailer	\$74.20	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Skagit	Truck Drivers	Other Trucks	\$74.20	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Skagit	Truck Drivers - Ready Mix	Transit Mix	\$74.20	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Skagit	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$15.74		<u>1</u>		View
Skagit	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		<u>1</u>		View
Skagit	Well Drillers & Irrigation Pump Installers	Well Driller	\$15.74		<u>1</u>		View

Benefit Code Key – Effective 8/31/2023 thru 3/1/2024

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Benefit Code Key – Effective 8/31/2023 thru 3/1/2024

Holiday Codes

- 5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- 6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

Benefit Code Key – Effective 8/31/2023 thru 3/1/2024

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.

Note Codes Continued

8. S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Note Codes Continued

8. Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

Note Codes Continued

- 9. E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

See RCW [39.12.010](#)

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

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

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

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

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

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

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

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

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

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

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

Construction Contract and Contract Bond-Informational Only

CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT, effective upon the date of mutual execution, is made and entered into between Skagit County, Washington, and _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, equipment, and transportation required for the construction of **Guemes Ferry Replacement (Electric) Project #ESMVGUE-1** in accordance with and as described in the attached plans and specifications and the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction M 41-10 2023 edition*, which are by this reference incorporated herein and made a part hereof, and shall perform any changes to the work in accord with the Contract Documents.
- II. 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 this contract and every part thereof.
- III. Skagit County, Washington, hereby promises and agrees with the Contractor to retain and does retain 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 according to 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 prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.
- IV. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.
- V. It is further provided that no liability shall attach to Skagit County by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF the Contractor has executed this instrument on the day and year first below written, and the Authorized Official has caused this instrument to be executed by and in the name of Skagit County the day and year first above written.

CONTRACTOR

Signature _____

Mailing Address:

Printed _____

Title _____

Date _____

Telephone No. (____) ____-____

DATED this ____ day of _____, 2023.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Ron Wesen, Chair

Lisa Janicki, Commissioner

Attest:

Peter Browning, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to indemnification:

Risk Manager

Approved as to budget:

Budget & Finance Director

**LOCAL AGENCY CONTRACT BOND –
Highway Construction**

KNOW ALL MEN BY THESE PRESENTS, that _____
_____ of _____,
as Principal, and _____ as
Surety, are jointly and severally held and bound unto the County of Skagit in the penal
sum of _____ (\$_____), dollars, for the
payment of which we jointly and severely bind ourselves, our heirs, executors,
administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____ day
of _____ A.D., 2023, the said Principal, herein, executed a certain
contract with the County of Skagit by the terms, conditions and provisions of which
contract the said _____, Principal, herein agree to
furnish all material and do certain work, to wit: That _____
will undertake and complete the construction of

Guemes Ferry Replacement (Electric) Project #ESMVGUE-1

according to the maps, plans and specifications made a part of said contract, which
contract as so executed, is hereunto attached, is now referred to and by reference is
incorporated herein and made a part hereof as fully for all purposes as if here set forth
at length. The bond shall cover all approved change orders as if they were in the
original contract. Similarly, the bond shall cover payment of all taxes incurred on said
contract under title 50 and 51 Revised Code of Washington (RCW) and all taxes
imposed on the Principle under Title 82 RCW.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and
comply with the terms, conditions and provisions of said contract in all respects and
shall well and truly and fully do and perform all matters and things by them undertaken
to be performed under said contract, upon the terms proposed therein, and within the
time prescribed therein, and until the same is accepted, and shall pay all laborers,
mechanics, subcontractors and material men, and all persons who shall supply such
contractor or subcontractor with provisions and supplies for the carrying on of such
work, and shall pay all taxes pursuant to Title 50 and 51, and 82 RCW, and shall in all
respects faithfully perform said contract according to law, then this obligation to be void,
otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 2023.

(Principal)

Attorney-in-Fact, Surety

Name and Address
Local Office of Agent

APPROVED AS TO FORM
RICH WEYRICH
Skagit County Prosecuting Attorney

APPROVED AS TO FORM
MARY HOUBEN
Skagit County Risk Manager

BY: _____
Approving Authority

DATE: _____, 2023

SURETY BOND NUMBER

CONTRACT NUMBER

APPENDIX C

Performance Bond and Payment Bond- Informational Only

PUBLIC WORKS PERFORMANCE BOND

to _____, WA

Bond No. _____

_____, Washington, (_____) has awarded to _____ (Principal), a Contract for the construction of the project designated as _____, Project No. _____, in _____, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the _____, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner herein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the _____ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

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

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PUBLIC WORKS PAYMENT BOND

to _____, WA

Bond No. _____

_____, Washington, (_____) has awarded to _____ (Principal), a Contract for the construction of the project designated as _____, Project No. _____, in _____, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally bound and firmly bound to _____, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the _____ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

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

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____



APPENDIX D

Proposal Forms-Informational Only

Proposal for Bidding Purposes

For the Construction of:

**GUEMES ISLAND ELECTRIC FERRY PROJECT
#ESMVGUE-1**

Funded through Move Ahead Washington - Capital Projects

SKAGIT COUNTY PUBLIC WORKS



**SKAGIT COUNTY
Public Works Department
1800 Continental Place
Mount Vernon, WA 98273**

PROPOSAL

GUEMES ISLAND ELECTRIC FERRY PROJECT #ESMVGUE-1

**Skagit County, Washington
2023**

All bid envelopes must be plainly marked on the outside, "**Sealed Bid Guemes Island Electric Ferry Project #ESMVGUE-1**".

Sealed Bids will be received at the following location before the specified time:

Bids may be hand delivered to: The Reception Desk of Skagit County Commissioners Office, located at 1800 Continental Place, Mount Vernon, WA.

Bids may be mailed to: Skagit County Commissioners
1800 Continental Place, Suite 100
Mount Vernon, Washington, 98273

The bid opening date for this project will be **Monday, December 4, 2023**. The bids will be publicly opened and read after **1:00 p.m.** on this date.

Bid Advertisement: Skagit Valley Herald – September 14, 28, and October 12, 2023
Daily Journal of Commerce – September 18, 28, and October 12, 2023

**ENTIRE PROPOSAL TO BE RETURNED AS YOUR BID PACKAGE
FAILURE TO SIGN OR COMPLETE ALL INFORMATION ON THE FORMS PROVIDED CAN
RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE**

PROPOSAL

BOARD OF SKAGIT COUNTY COMMISSIONERS MOUNT VERNON, WASHINGTON 98273

Attention:

This certifies that the undersigned has examined the locations of:

GUEMES ISLAND ELECTRIC FERRY PROJECT #ESMVGUE-1 Funded through the Move Ahead Washington - Capital Projects

and that the plans, specifications, and contract governing the work embraced in said improvement, and the method by which payment will be made for said work is understood. The undersigned 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:

RCW 82.08.0285 Exemptions – Sales of ferry vessels to the state or local Government Unit
Components thereof – Labor or service charges.

RCW 82.08.996 Exemptions – Battery-powered electric marine propulsion systems-Qualifying vessels.

"The tax levied by RCW 82.08.020 (Retail Sales Tax) shall not apply to sales of ferry vessels to the state of Washington or to a local governmental unit in the state of Washington for use in transporting pedestrians, vehicles, and goods within or outside the territorial waters of the state; also sales of tangible property which becomes a component part of such ferry vessels; also sales of or charges made for labor and services rendered in respect to constructing or improving such ferry vessels." Accordingly, all such charges are entitled to exemption from Retail Sales Tax under the provisions of RCW 82.08.0285, and the Use Tax under RCW 82.12.0279

(Note: Prices for all items, all extensions, and total amount of bid shall be shown. All entries must be typed or entered in ink.)

FEE SCHEDULE FOR TOTAL BASE PROPOSAL

ITEM (Group) #	LUMP SUM OR UNIT PRICE	DESCRIPTION	LINE TOTAL
Group 0	LS	General Design and Construction Requirements	\$
Group 1	LS	Hull Structure	\$
Group 2	LS	Propulsion Plant	\$
Group 3	LS	Electrical	\$
Group 4	LS	Communication, Navigation, and Ship Control	\$
Group 5	LS	Auxiliary Systems	\$
Group 6	LS	Outfitting	\$
Group 9	LS	Ship Assembly and Support Services	\$
		BASE PROPOSAL TOTAL	\$

CHANGE ORDER RATES

DESCRIPTION	UNIT	LINE TOTAL
Shipyard Engineering & Project Management Rate	\$/hour	Straight Time: \$ Overtime: \$
Labor provided by shipyard	% Markup	%
Materials provided by Shipyard	% Markup	%
Subcontractors contracted by Shipyard	% Markup	%

Progress Payment Schedule
Per Skagit County Special Provision 1-09.9

Work Milestone	Price Percentage	Work Milestone Date
Contract Execution	[]%	<i>Per Type B Progress Schedule</i>
Submission of Plan Schedule	[]%	<i>Per Type B Progress Schedule</i>
Regulatory body submittal of calculations and drawing	[]%	<i>Per Type B Progress Schedule</i>
Long lead time purchase order submittals with vendor confirmation ^[1]	[]%	<i>Per Type B Progress Schedule</i>
Construction of the main hull erection jig / Keel laying	[]%	<i>Per Type B Progress Schedule</i>
[50% framing Completion] ^[2]	[]%	
Completion of framing	[]%	<i>Per Type B Progress Schedule</i>
[50% machinery installation] ^[2]	[]%	
Installation of major machinery components	[]%	<i>Per Type B Progress Schedule</i>
Hull launching	[]%	<i>Per Type B Progress Schedule</i>
Sea trials	[]%	<i>Per Type B Progress Schedule</i>
Transportation and Delivery of the Vessel	[]%	<i>Per Type B Progress Schedule</i>
Satisfaction of Acceptance Trials and completion of Substantial Completion Survey	[]%	<i>Per Type B Progress Schedule</i>
Acceptance of Delivery of the Vessel	[]%	<i>Per Type B Progress Schedule</i>
	100%	

^[1] Note to Bidder: A list of **long lead time** items must be submitted at the pre-construction meeting for approval by the Engineer.

^[2] Note to Bidder: In addition to proposing percentage allocations, additional intervening Progress Payment intervals may be proposed.

Project Completion Date

In accordance with Special Provision 1-08.5, the vessel shall be physically complete by March 31, 2026, or Contractor Specified Date, whichever date occurs first.

By signing the Bid Proposal, the Contractor agrees to Physical Completion of the vessel by the Contractor Specified Date below:

_____, _____, _____
Month Day Year

Note: It is anticipated the Notice to Proceed will be issued to the Contractor approximately three-months from the Bid Opening date.

Informational Only

PROPOSAL – Signature Page

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

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

A proposal guaranty in an amount of five percent (5%) of the total bid based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

- CASHIER'S CHECK In the amount of \$ _____ Dollars
- CERTIFIED CHECK In the amount of \$ _____ Dollars
(Payable to Skagit County)
- PROPOSAL BOND In the amount five percent (5%) of the total bid.

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

Signature of Authorized Official(s):

Proposal Must Be Signed →

PRINT NAME

Firm Name: _____

Address: _____

Telephone No.: _____

WA State License No. _____

UBI No. _____

Employment Security Department No. _____

Note:

- (1) This proposal form is not transferable, and any alteration of the firm's name entered hereon without prior permission from the Skagit County will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to Section 1-02.6 of the Standard Specifications, "Preparation of Proposal".

BID PROPOSAL MUST BE SIGNED.

**FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT
IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.**

**SUBMIT THE
ENCLOSED PROPOSAL
BOND FORM WITH
YOUR PROPOSAL**

**USE OF OTHER FORMS
MAY SUBJECT YOUR
BID TO REJECTION**

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 Skagit 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 here with submitting his or its sealed proposal for the following highway construction, to wit:

**GUEMES ISLAND ELECTRIC FERRY PROJECT #ESMVGUE-1
Funded through the Move Ahead Washington Capital Projects**

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 Skagit County within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this _____ day of _____, 2023.

(Principal)

(Surety)

(Attorney-in-fact)

Anti-Collusion Declaration

The Bidder, by virtue of issuing a proposal certifies that it has not divulged, discussed, or compared the proposal with others and has not colluded with any other bidder or participating parties whomsoever. The Bidder further certifies and agrees that premiums, rebates, or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this proposal and the offending parties will be excluded from participating in future bid requests.

Conflicts Of Interest

- The Contractor and all subcontractors should disclose in writing as part of their proposal any possible or potential conflicts of interest which are known to, or reasonably should be known to the Contractor or subcontractors, which may exist between their firms, Skagit County, or the County's Consultant's.
- All Contractor and their subcontractors and business partners must disclose with their proposal, the name of any officer, director, agent, or employee who is also employee or family member of an employee of Skagit County.
- Further, the Contractor must disclose the name of any employee or family member of any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.
- The Contractor and all subcontractors and business partners should disclose in writing as part of their proposal, any familial, personal, or business relationships between members of Contractor's, subcontractor's or business partner's firms and employees of Skagit County, whether or not there is any belief that the relationship might constitute a possible conflict of interest.

Contractor: _____

Signature: _____

Date: _____

Print name: _____

Title: _____

Witness: _____

Date: _____

Print name: _____

FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT
IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

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

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

NON-DISBARMENT CERTIFICATION

Are you on Comptroller General's list of Ineligible Contractors or list of parties excluded from Federal procurement or non-procurement programs? NO YES

Company Name: _____

Type of Business Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

FID #: _____

Company Address: _____

The County/State/Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Print Name of Signatory: _____

Print Title of Signatory: _____

CONTRACTOR SIGNATURE: _____

Informational Only

FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT
IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.



FAILURE TO SIGN OR COMPLETE ALL INFORMATION CAN RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**December 4, 2023**), 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

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.*

Guemes Island Electric Ferry Project #ESMVGUE-1
September 2023



Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

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

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

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

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

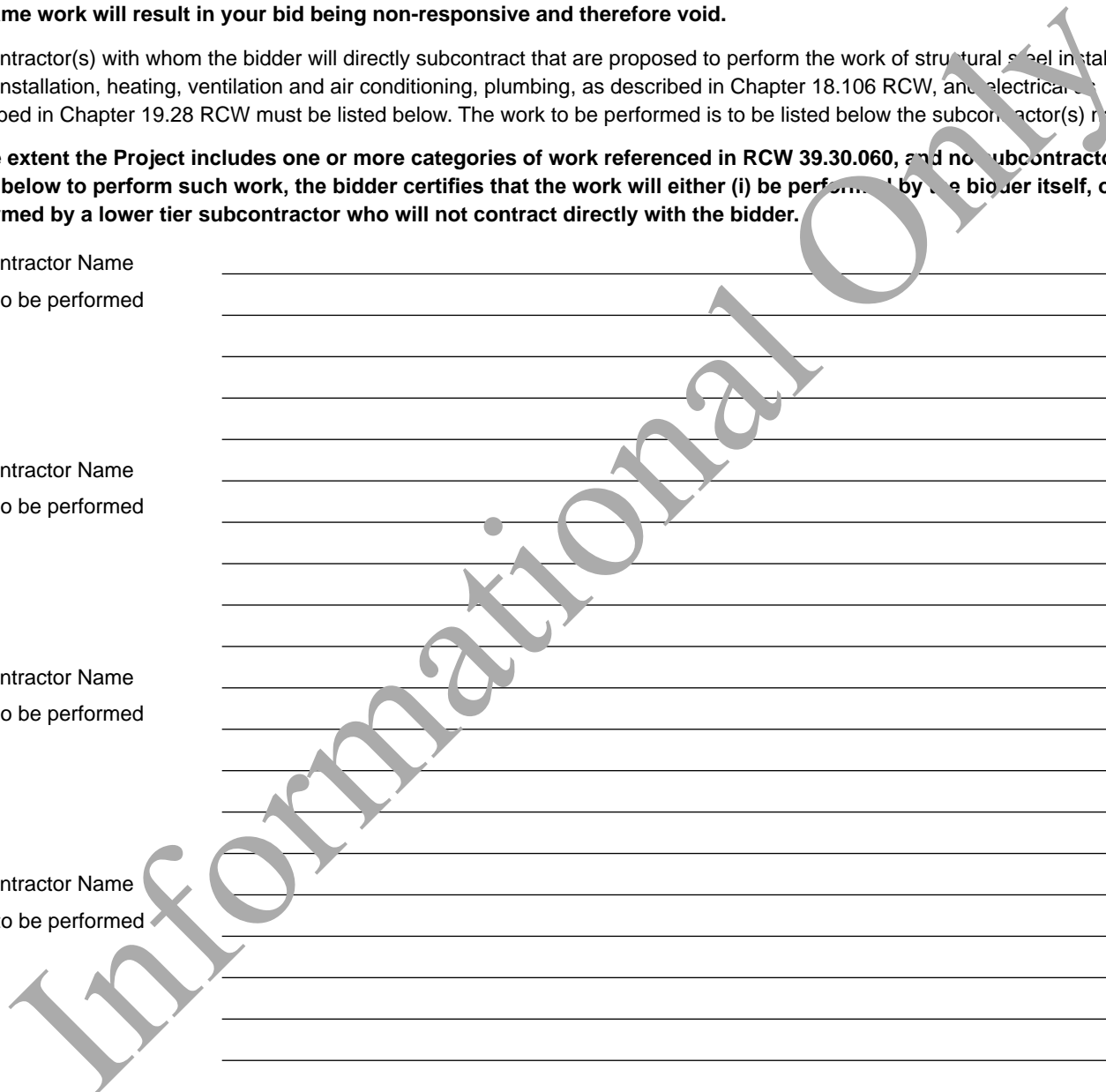
Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____



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

APPENDIX E
Mandatory Bidder Checklist -
Informational Only

MANDATORY BIDDER RESPONSIBILITY CRITERIA

It is the intent of Skagit County to award a contract to the lowest responsive and responsible bidder. The bidder must meet the following criteria to be considered a responsible bidder. The bidder will be required to submit documentation demonstrating compliance with these criteria to the satisfaction of Skagit County either at time of bid submittal or within 24 hours of the bid submittal deadline as noted below. **If a bidder does not provide the appropriate documentation, as required by Skagit County, the bidder will not be considered a responsible bidder, and the bid will be rejected.**

1. **At time of bid submittal**, the bidder must be registered/licensed contractor in compliance with Chapter 18.27 RCW, and must provide this number with bid.

If applicable, bidder may also be required to submit with bid: a) an electrical contractor license, if required by Chapter 19.28 RCW; and/or b) an elevator contractor license, if required by Chapter 70.87 RCW.

2. **At time of bid submittal**, the bidder must have completed the mandatory Prevailing Wage Training offered by the Department of Labor and Industries (L&I), or meet the L&I exemption requirements.
3. The bidder must have a current Washington State Unified Business Identifier (UBI) number and provide the number to Skagit County **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.
4. The bidder must provide Washington State Industrial Insurance Coverage (a/k/a workers' compensation) in accordance with Washington State Department of Labor & Industries, **within 24 hours of the bid submittal deadline**, if applicable.
5. The bidder must provide their Employment Security Department number to Skagit County **at time of bid submittal**, as required in Title 50 RCW, if applicable. Bidder must provide document reflecting the appropriate number from the Employment Security Department to Skagit County **within 24 hours of the bid submittal deadline**, if applicable.
6. The bidder must have a Washington State Excise Tax Registration Number as required in Title 82 RCW, if applicable, **at time of bid submittal**. This will be verified with the Washington State Department of Revenue.
7. The bidder must not be currently disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). This will be verified with the Washington State Department of Labor & Industries.
8. FEDERAL DEBARMENT: The Bidder shall not currently be debarred or suspended by the Federal government. The Bidder shall not be listed as a current debarred or suspended bidder on the U.S. General Services Administration's "System for Award Management System" website, and will be verified through this website: <https://www.sam.gov/SAM/>

TO BE VERIFIED BY SKAGIT COUNTY Mandatory Bidder Responsibility Checklist

The following checklist will be used by Skagit County Public Works in documenting that a Bidder meets the mandatory bidder responsibility criteria. A copy of documentation from the appropriate websites will be included with this checklist and placed in the contract file. This checklist is provided to Bidder as a reference tool to determine and verify mandatory requirements.

General Information	
Project Name:	Project Number:
Bidders Business Name:	Bid Submittal Deadline:
Contractor Registration - Lnl Verify a Contractor	
License Number:	Status: Active? Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
Electrical: If required by Chapter 19.028 RCW, does the Subcontractor have an Electrical Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Elevator: If required by Chapter 70.87 RCW, does the Subcontractor have an Elevator Contractor's License? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
L&I Prevailing Wage Training Completed -	
Does the Contractor need to complete L&I Prevailing Wage training?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Current UBI Number -	
UBI Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage -	
Account Number:	Account Status Current? Yes <input type="checkbox"/> No <input type="checkbox"/>
Contractor and Plumber Infraction List - L&I Strike List	
Is Bidder on Infraction List?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Not Disqualified from Bidding - L&I Debarred Contractor List	
Is the Bidder listed on the "Contractors Not Allowed to Bid on Public Works Projects" List?	Yes <input type="checkbox"/> No <input type="checkbox"/>
State Excise Tax Registration Number - DOR Business Lookup	
Tax Registration Number:	Account Status: Open <input type="checkbox"/> Closed <input type="checkbox"/>
Federal Debarment - www.sam.gov/SAM/	
Debarred or Suspended by the Federal Government?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Employment Security Department (ESD) Number -	
Employment Security Department Number:	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? • Has Bidder provided documentation from ESD on Account Number? 	Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/>
Documentation must be received within 24 hrs. of Bid Submittal Deadline.	
Checked by:	
Name & Signature of Skagit County Employee:	Date:
Responsible Bidder	Yes <input type="checkbox"/> No <input type="checkbox"/>