CITY LINE RAILING PANELS  
FABRICATION & INSTALLATION AGREEMENT

This City Line Railing Panels Fabrication & Installation Agreement (“Agreement”) is entered into by and between **Contractor** (“Contractor”) and the **Spokane Transit Authority** (“STA”), a Washington State municipal corporation; each individually referred to as “Party” and collectively referred to as "Parties”.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SCOPE OF WORK

Unless stated otherwise in this Agreement, the Contractor will provide **City Line Railing Panels Fabrication and Installation**, and otherwise do all things necessary for or incidental to the performance of “Work” as described in the Scope of Work (“SOW”), attached hereto as Exhibit A and incorporated herein.

* 1. Modification. STA may modify the SOW and/or order changes in the Work whenever it shall be deemed necessary or advisable to do so. The Contractor shall accept such modifications when ordered in writing by STA and shall promptly execute an amendment to this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of Work, an equitable adjustment shall be made in the compensation, delivery schedule or other terms.
  2. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notice of modification. Notwithstanding, STA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement if the facts justify such action. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Section 18 herein. However, nothing in this clause shall excuse the Contractor from performance of the modified SOW.
  3. Design & Engineering Services.
     1. Licensing & Registration. Contractor’s engineer or its engineering consultants of any tier shall be in full compliance with the statues of the State of Washington for licensing and registration of professional engineers and architects, and all personnel to be assigned to the Work are fully qualified to perform the work to which they will be assigned in a competent and professional manner.
     2. Standard of Care. The standard of care applicable to the Contractor’s design & engineering services will be the degree of skill and diligence normally employed by professional engineers and architects or consultants engaged in the same profession and performing the same or similar services at the time such services are performed. The Consultant will re-perform any services not meeting this standard without additional compensation.
     3. Endorsement of Work. The Contractor’s engineer, or its engineering consultant shall place its endorsement on all reports, plans, specifications, estimates or any other architectural and engineering data furnished by Contractor. All studies, reports, papers, surveys, plans, specifications and opinions of cost shall be reviewed to determine their adequacy by the Contractor’s engineer or its consultants. The Contractor will be held responsible for the technical accuracy of the Work, consistent with Section 1.C.2) of this Agreement, and STA shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in STA-furnished information.
     4. Work Product; Reuse of Project Documents. All originals and copies of work product, including plans, sketches, layouts, designs, drawings, specifications, documents, records, files, data, media, material and other work products of the Contractor shall belong to STA upon delivery. The Contractor shall make such work product available to STA and shall deliver all needed or contracted for work product upon STA’s request. At the expiration or termination of this Agreement, all originals and copies of any such work product shall be delivered to STA. Reuse by STA or by others acting through or on behalf of STA of any such work product based on facts or circumstances not contemplated in the original Work, without the written permission of the Contractor, will be at STA's sole risk.
     5. Items Furnished by Contractor. Documents, exhibits or other presentations for the Work shall be furnished by Contractor to STA upon completion of Work. All such material shall become and remain the property of STA and may be used by STA without restriction.

1. DELIVERY
   1. The Contractor shall complete all Work and achieve Final Acceptance, as defined in Section 4.C,on or before May 31, 2023.
   2. Extension or Delay. STA reserves the right to extend, postpone or reschedule the performance of Work. No delay shall be granted in connection with the acts, omissions, negligence or errors of the Contractor, its suppliers, subcontractors or agents.
2. WARRANTY
   1. General. The Contractor shall be solely responsible for all Work performed, including all services, materials, parts and accessories, whether manufactured by it or others, and for the effective installation of all equipment, accessories, parts and components, as required in the SOW for a period of twelve (12) months following Interim Acceptance, as defined in Section 4.B.
   2. Panel Finish. The panel Finish, as defined in Section 1.4.1.F of the SOW, shall be warranted for ten (10) years from the date of Final Acceptance, as defined in Section 4.C.
3. ACCEPTANCE
   1. Unless STA otherwise agrees in writing, acceptance of any portion of the Work prior to Interim Acceptance, as defined in Section 4.B, shall not release the Contractor from liability for faulty workmanship, materials, performance or failure to comply with the terms of this Agreement.
   2. “Interim Acceptance” shall mean, on a Station-by-Station basis, the written acceptance of the Contractor’s performance of Work issued to Contractor by STA a specific Station.
   3. “Final Acceptance” shall mean the written acceptance of the Contractor’s complete performance of the SOW issued to Contractor by STA following the issuance of Interim Completion for all Stations.
4. COMPENSATION

The Contractor shall be compensated for the completion of Work in accordance with the *Compensation Schedule* attached hereto as Exhibit B and incorporated herein (“Contractor Compensation”). Contractor Compensation is subject to allowable additions or deductions as provided for in this Agreement.

1. INVOICING

Contractor shall submit monthly invoices to the representative listed in Section 12 for all Work performed in accordance with the *Compensation Schedule*. The invoice shall be (1) itemized and include sufficient detail to clearly identify each element of Work performed; (2) identify a subtotal, if applicable; (3) identify separately applicable sales taxes, if any; (4) identify an invoice total; and (5) identify this Agreement number. For any reimbursable or subcontracted expense, Contractor shall submit copies of receipts and/or subcontractor invoices to substantiate such expense.

STA shall not accept any invoice submitted by the Contractor which lacks sufficient detail or adequate documentation, as solely determined by STA. Any incomplete invoice shall be promptly returned to Contractor and the Contractor shall be required to resubmit said invoice complete with all necessary documentation to be considered for payment.

1. PAYMENT

Payments shall be made to Contractor within thirty (30) days of receipt of an approved invoice, less deductions, if any.

* 1. Covenant Against Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, STA shall have the right to annul this Agreement without liability or at its discretion, to deduct from the compensation or consideration due the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
  2. Payment Does Not Imply Acceptance of Work. The granting of any progress payment or payments by STA, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the Work performed by Contractor, or any portion thereof, and shall in no way lessen the liability of the Contractor to re-perform Work which does not conform to this Agreement, though the character of such Work may not have been apparent or detected at the time such payment was made.
  3. Prompt Payment of Subcontractors. The Contractor is required to make payment to subcontractors within thirty (30) days from the receipt of each payment the Contractor receives from STA for satisfactorily completed subcontractor work, whether such payment is a progress or final payment. The Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor’s work is satisfactorily completed. If payment disputes arise between the Contractor and its subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to small business subcontractors. The Contractor shall specify in its subcontract agreement what dispute resolution method will be used. In addition, the Contractor will not be paid for subcontractors’ work unless the Contractor can show that a prompt payment method for its subcontractors is in place. The Contractor shall be required to provide copies of its subcontracts to STA showing inclusion of these provisions. STA may withhold the applicable sum due a subcontractor for non-compliance with this section.

1. TAXES
   1. Rule 171. The Work qualifies as “public road construction” as described in WAC 458-20-171 (“Rule 171”). Only materials, equipment and supplies used or consumed by the Contractor in the performance of Work are subject to Washington State Sales Tax (“WSST”).

The *Contractor is considered the end consumer* of all materials, including prefabricated items, equipment and supplies used or consumed by the Contractor in its performance of Work, and must pay all applicable retail sales or use tax to their suppliers. Contractor Compensation, as detailed in the Compensation Schedule, must include all labor, overhead, profit and WSST, pursuant to Rule 171. No adjustment to Contractor Compensation shall be made because of any misunderstanding by, or lack of knowledge of, the Contractor as to their liability for, or the amount of, any WSST, or because of any increases in tax rates imposed by any federal, state or local government.

* 1. Other Taxes. The Contractor is solely responsible for ensuring all other taxes applicable to the Work and this Agreement are submitted correctly and promptly to the appropriate taxing authority, including but not limited to, federal income tax, State of Washington excise taxes, etc.

1. LIQUIDATED DAMAGES

The Contractor agrees to pay to STA liquidated damages in the amount of $400.00 (four hundred dollars only) for each calendar day the Contractor fails to perform the Work in accordance with the terms of delivery required herein. These liquidated damages are for the purpose of any delay or impact caused to STA by virtue of the Contractor’s acts or omissions. STA and the Contractor agree that such damage cannot be reasonably determined at this time. Such damages are very difficult to accurately estimate because of numerous factors, including, but not limited to inconvenience to STA. Further, the Parties agree this is a reasonable forecast of all factors now known and available for consideration relating to the delay caused by failure to perform.

The Contractor authorizes STA, any time after liquidated damages accrue and from time to time thereafter to the fullest extent permitted by law, to set off and apply any and all sums due and owing to the Contractor at any time held by STA and/or accrued under this Agreement, irrespective of whether STA has made any demand under this Agreement. STA agrees to advise the Contractor of any set off and application made by STA, provided that the failure to give such notification shall not affect the validity of such set off and application. The rights of STA under this section are in addition to other rights and remedies which STA may have.

1. PREVAILING WAGES
   1. State of Washington Prevailing Wage on Public Works.
      1. Payment of Prevailing Wage. Contractor and its subcontractors of any tier shall pay the prevailing rate of wages to all workers, laborers or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 *Prevailing Wages on Public Works* and the rules and regulations of the State of Washington Department of Labor and Industries (“L&I”). The schedule of prevailing wage rates for the locality or localities of the Work, is determined by the Industrial Statistician of L&I. Such schedule is located at:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

The Contractor shall use the Proposal Due Date and Spokane County as the locality of Work when determining applicable prevailing wage rates. A copy of applicable prevailing wage rates is available for viewing at the office of the Senior Procurement Manager, Spokane Transit Authority, 1230 W Boone Ave, Spokane, WA 99201. STA shall provide a hard copy of the schedule of prevailing wage rates upon request.

* + 1. Statement of Intent to Pay Prevailing Wage. Within ten (10) business days following execution of this Agreement and before payment is made by STA to the Contractor for any performance of Work by the Contractor and its subcontractors whose work is included in the application for payment, the Contractor shall submit to STA a Statement of Intent to Pay Prevailing Wages (“Intent”), approved by L&I, certifying the rate of hourly wage to be paid to each classification of laborers, workers or mechanics employed upon the Work by the Contractor and its subcontractors. Such rates of hourly wage shall not be less than the prevailing wage rate.
    2. Affidavit of Wages Paid. With Contractor’s final application for payment, and prior to release of Contractor’s bond(s), the Contractor shall submit to STA an Affidavit of Wages Paid (“Affidavit”) approved by L&I, for the Contractor and each and every subcontractor, of any tier, employed upon the Work.
    3. Statement of Intent to Pay Prevailing Wage and Affidavit of Wages Paid Fees. In compliance with chapter 296-127 WAC, Contractor shall pay to L&I the currently established fee(s) for each Intent and/or Affidavit submitted to L&I for certification.
    4. Posting of Statements of Intent to Pay Prevailing Wage. Copies of the approved Intent shall be posted on the job site with the address and telephone number of the Industrial Statistician of L&I where a complaint or inquiry concerning prevailing wages may be made.
    5. Statement with Application for Payment. Each Application for Payment submitted by Contractor shall include the following statement on the Contractor’s invoice confirming prevailing wages have been paid in accordance with the filed Intent(s) previously approved by L&I. Such statement shall be attested by a duly authorized Contractor representative by “wet” signature on the invoice.

*I certify that wages (hourly rate plus the hourly rate of fringe benefits) paid under this contract are equal to or greater than the applicable wage rates set forth in the State of Washington Prevailing Wage Rates for Public Works Contracts issued by the State of Washington, Department of Labor and Industries.*

* + 1. Certified Payrolls. Consistent with RCW 39.12.120 and WAC 296-127-320, the Contractor and its subcontractors of any tier shall keep accurate payroll records for three (3) years from the date of Final Acceptance and submit certified payroll records using L&I’s online system at least once per month. If L&I’s online system is not used, Contractor and its subcontractors of any tier shall file a copy of its certified payroll records directly with L&I in a format approved by L&I at least once per month. A Contractor’s and/or its subcontractor’s noncompliance with this Section constitutes a violation of RCW 39.12.050.
    2. Dispute Resolution. Any dispute regarding prevailing wage rates that cannot be resolved between the Parties shall be referred to the Director of L&I and such decision of the Director of L&I shall be final, conclusive and binding on the Parties.
  1. Davis-Bacon and Related Acts.
     1. If this Agreement is funded in whole, or in part, by Federal Assistance, as defined in Section 39, the Davis-Bacon and Related Acts, as amended, shall apply to this Agreement in accordance with the Federal Terms & Conditions attached hereto as Exhibit D and incorporated herein.
     2. For projects where both the WA State prevailing wage law and the federal Davis-Bacon and related Acts apply, Contractor and its subcontractors must pay the higher of the WA State or federal wage rates, on a labor classification-by-classification basis.
     3. Federal prevailing wage rates applicable to this Agreement is attached hereto as Exhibit E and incorporated herein.

1. NOTICES

All notices, requests, claims, demands and related communications shall be in writing and shall be signed by a person duly authorized to provide such notice. Notices permitted or requested to be given hereunder shall be deemed sufficient if given (1) in person; (2) by regular mail, postage prepaid; (3) by registered or certified mail, postage prepaid, return receipt requested; or (4) by email, addressed to the Parties’ representatives set forth below, or as may be revised by like notice from time to time.

All notices shall be deemed to have been duly given (1) when delivered in person; (2) three (3) business days after the date of mailing by regular mail, postage prepaid; (3) upon receipt after dispatch by registered or certified mail, postage prepaid; or (4) upon confirmation of read receipt when transmitted by email.

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| **Contractor** | **Spokane Transit Authority** |
| Contact  Title  Company  Address  City, ST ZIP  E: email@  P: (XXX) XXX-XXXX | Contracts Compliance Specialist  Spokane Transit Authority  1230 W Boone Ave Spokane, WA 99201  E: [contracts@spokanetransit.com](mailto:contracts@spokanetransit.com)  P: (509) 325-6000 |

1. COMMUNICATIONS

Any administrative or operational communications required by the Parties under this Agreement shall be directed to the Parties’ representatives set forth below:

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| **Contractor** | **Spokane Transit Authority** |
| Contact Title  Company  Address  City, ST ZIP  E: email@  P: (XXX) XXX-XXXX | Nick Hanson Capital Project Manager  Spokane Transit Authority  1230 W Boone Ave Spokane, WA 99201  E: [nhanson@spokanetransit.com](mailto:nhanson@spokanetransit.com)  P: (509) 344-1867 |

Communications to be given hereunder shall be deemed sufficient if given (1) in person; (2) by mail, postage prepaid; or (3) by email, addressed to the Parties’ representatives set forth above, or as may be revised by written notice in accordance with Section 11 of this Agreement.

1. INSURANCE
   1. Minimum Scope of Insurance. For the duration of this Agreement, Contractor shall procure and maintain, at its sole expense, commercial insurance against claims for injuries to persons or damage to property that may arise from or in connection with Contractor's own work, including the delivery of goods and/or services, and the work of the Contractor’s agents, representatives, employees, subcontractors or subconsultants as required herein:
      1. General Liability. Commercial General Liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, on an occurrence basis with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate per project. Coverage shall include, but is not limited to, bodily injury, personal injury, advertising liability, blanket contractual liability, products and completed operations, and property damage.
      2. Automobile Liability. Commercial Automobile Liability insurance with coverage at least as broad as Insurance Services Office form CA 00 01, including coverage for any owned, hired, non-owned or rented automobile with minimum limits of $1,000,000 combined single limit, each accident.
      3. Umbrella Liability. Commercial Umbrella Liability insurance with coverage at least as broad as the primary coverages set forth above, with minimum limits of $2,000,000 per occurrence and $4,000,000 in the aggregate. Such policy shall include the following terms & conditions:
         1. A drop-down feature requiring the policy to respond if any primary insurance that would have otherwise applied proves to be uncollectible in whole or in part for any reason;
         2. Pay on behalf of wording as opposed to reimbursement;
         3. Concurrency of effective dates with primary policies;
         4. Policies shall “follow form” to the underlying primary policies; and
         5. Insureds under primary policies shall also be insureds under the Umbrella policy with no additional restrictions.
      4. Professional Liability. Professional Liability insurance with minimum limits of $2,000,000 per claim and $4,000,000 in the aggregate. Any policy inception date, continuity date or retroactive date must be before the effective date of this Agreement. Coverage shall be maintained, or the policy shall include an “extended reporting period”, for a minimum of three (3) years following expiration of this Agreement or STA’s final acceptance of the Work, whichever occurs later.
      5. Worker’s Compensation. Statutory requirements for Contractor’s state of residency. When Work is performed in the State of Washington, coverage as required by Chapter 51 RCW of the State of Washington.
   2. Insurance Rating. Insurance is to be underwritten by insurers licensed to provide insurance in the State of Washington with a current A.M. Best rating of not less than A:VII.
   3. Additional Insured. Contractor’s General Liability, Automobile Liability and Umbrella Liability policies shall be endorsed using Insurance Services Office form GC 20 10 naming STA, its officials, officers, directors, employees and agents as additional insureds.
   4. Deductible. Contractor is responsible for the payment of any deductible or approved self-insured retention that is required by any of Contractor’s insurance. If STA is required to contribute to the deductible under any of Contractor’s insurance policies, the Contractor shall reimburse STA the full amount of STA’s contribution to the deductible. Contractor’s deductible for each insurance policy required herein shall be limited to no more than ten percent (10%) of the policy occurrence limit.
   5. Self-Insured Retention. Any self-insured retentions must be declared to and approved by STA prior to execution of this Agreement. STA reserves the right to require that self-insured retentions be lowered, eliminated or replaced by a deductible. Self-insurance or self-insured retentions will not be considered to comply with these specifications unless approved in writing by STA.
   6. Primary & Noncontributory. It is the intent of this Agreement for the Contractor’s insurance to be considered primary and noncontributory in the event of a loss, damage or suit. STA’s own comprehensive general liability policy will be considered excess coverage in respect to STA. Additionally, the Contractor’s commercial general liability policy must provide cross-liability coverage as would be achieved under a standard ISO separation of insureds clause.
   7. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against STA, its elected and appointed officers, agents, officials, employees and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against STA and shall require similar written express waivers and insurance clauses from each of its subcontractors.
   8. Verification of Coverage. Within five (5) days of execution of this Agreement, or prior to commencement of any work, whichever occurs earlier, the Contractor shall furnish evidence of insurance in the form of a Certificate of Insurance, and associated amendatory endorsements, for coverages required herein. Should the Term of this Agreement exceed the term of any of Contractor’s policies, the Contractor shall submit a Certificate of Insurance evidencing continuation of such policies to STA prior to said policies’ expiration. STA reserves the right to receive a certified and complete copy of all of the Contractor’s insurance policies.
   9. Notice of Cancellation. The Contractor must provide written notification to STA for any cancellation, suspension or material change in Contractor’s coverage at least thirty (30) days in advance of such cancellation, suspension or material change.
   10. Subcontractor Coverage. The Contractor shall ensure and require its subcontractors of any tier have insurance coverage equal to, or greater than, the requisite coverages specified herein.
   11. Limit of Liability. STA’s specification or approval of insurances and/or minimum amounts required herein shall not relieve or decrease the liability of the Contractor. Coverages and amounts are the minimum to be provided and are not limitations of liability under this Agreement, indemnification or applicable law provisions. The Contractor may, at its sole expense, procure and maintain additional coverage and/or greater amounts of coverage.
   12. Damages. If STA is damaged by the failure of the Contractor to maintain any of the above insurance or to so notify STA in accordance with this Section 13, the Contractor shall bear all costs attributable thereto. STA may withhold payment pending receipt of all certificates of insurance. Failure to withhold payment shall not constitute a waiver of any requirement herein.
   13. Right of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, STA has the right, but not the duty, to obtain the insurance it deems necessary. Any premium paid by STA will be promptly reimbursed by Contractor, or STA shall withhold amounts sufficient to pay premium from Contractor payments.
   14. Submittals. Any communication, submittal or notice required in this Section shall be submitted to [coi@spokanetransit.com](mailto:coi@spokanetransit.com).
2. BOND

Bonding requirements for this Agreement shall be those specified in Exhibit C, *Bond Requirements*, attached hereto and incorporated herein.

1. INDEMNIFICATION

To the maximum extent provided by law, the Contractor shall indemnify and hold STA, its officers, directors, employees, agents and volunteers harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys’ fees and court costs, arising out of or resulting from the acts, errors or omissions of the Contractor, its officers, directors, employees, agents and subcontractors in its performance under this Agreement, except for claims caused by the sole negligence of STA. In the event that any claims, investigations, demands, suits, actions or lawsuits arise out of any of the aforesaid acts, errors or omissions, the Contractor shall assume all costs of defending such claims, suits, actions or lawsuits, including legal fees incurred by STA, any penalties imposed on STA or the Contractor, and all judgments that may be obtained against STA, or any of its officers, directors, employees or agents in such suits.

To the maximum extent provided by law, STA shall defend, indemnify and hold the Contractor, its officers, directors, employees and agents harmless from any and all claims, demands, penalties, damages, losses, suits, including death, bodily injury or property damage, including attorneys’ fees and court costs, arising out of or resulting from the acts, errors or omissions of STA, its officers, directors, employees and agents in its performance under this Agreement, except for claims caused by the sole negligence of the Contractor, its officers, directors, employees, agents or subcontractors.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR’S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

STA’s inspection or acceptance of the Contractor’s Work shall not be grounds to void any of these covenants of indemnification. STA is authorized to withhold or offset any fees owing the Contractor as a result of this indemnification.

1. INDEPENDENT CAPACITY
   1. Employees, Agents & Representatives. In delivering the Work, the Contractor, its officers, directors, employees, agents, representatives and subcontractors shall be acting as an independent contractor and shall not be deemed or construed to be employees or agents of STA in any manner whatsoever. The Contractor shall not hold itself out as, nor claim to be, an officer or employee of STA by reason hereof and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of STA. The Contractor shall be solely responsible for any claims for wages or compensation by the Contractor’s officers, directors, employees, agents, representatives and subcontractors, and shall save and hold STA harmless therefrom.
   2. No Partnership and No Third-Party Beneficiaries. It is agreed by the Parties that this Agreement does not create a partnership or joint venture relationship between the Parties and does not benefit or create any rights in a third party.
2. PRECEDENCE

Any conflict or inconsistency in this Agreement shall be resolved by giving the Agreement documents precedence in the following order:

* + 1. Federal Terms & Conditions;
    2. Agreement Amendments in descending order;
    3. Executed Agreement, Attachments and Exhibits;
    4. Scope of Work;
    5. Specifications (if applicable);
    6. Drawings (if applicable);
    7. Executed Price Proposal Form;
    8. RFP documents & attachments/exhibits; and
    9. Instruction to Proposers.

1. DISPUTE RESOLUTION

Disputes arising in the performance of this Agreement which are not resolved by agreement of the Parties shall be decided in writing by STA’s Contracts Compliance Specialist. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Chief Executive Officer of STA. In connection with said appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of its obligations under this Agreement while matters in dispute are being resolved. The final decision of STA’s Chief Executive Officer shall be binding upon STA’s Contract Compliance Specialist and the Contractor, and the Parties shall abide by the decision.

1. TERMINATION
   1. Convenience. STA may terminate this Agreement, in whole or in part, at any time and for any reason. Termination shall be effected by serving a Notice of Termination (“NOT”) in accordance with Section 11 of this Agreement, setting forth the effective date of termination. The Contractor shall be paid its costs, in accordance with the terms of this Agreement, through the effective date of termination, in accordance with Sections 6 and 7 herein. If Contractor has any property in its possession belonging to STA, the Contractor will account for same and return it to STA or dispose of it in the manner STA directs.
   2. Default, Breach or Cause. STA may terminate this Agreement for default, breach or cause in the event the Contractor fails to perform a material obligation hereunder, or fails to comply with any provision of this Agreement. Termination shall be effected by serving a NOT in accordance with Section 11 of this Agreement, setting forth the manner in which the Contractor is in default or breach and the effective date of termination. The Contractor will only be compensated for the performance of Work delivered to and approved by STA in accordance with the manner of performance set forth in the SOW, subject to setoff for damages caused to STA. If it is later determined, in the sole discretion of STA, that the Contractor had an excusable reason for non-performance which is not the fault of, or beyond the control of, the Contractor, after establishing a new performance/delivery schedule, STA may permit the Contractor to continue the performance of Work under this Agreement, or treat the termination as a termination for convenience in accordance with Section 19.A.
      1. Opportunity to Cure . STA, in its sole discretion, may allow the Contractor an appropriate period of time, as solely determined by STA, in which to cure the breach or default in its performance of Work. In such case, the NOT shall state the time period in which the breach or default shall be cured and the appropriate conditions to satisfy such opportunity to cure. If the Contractor fails to remedy to STA’s satisfaction the breach or default within the stated time period of remedy, STA shall have the right to terminate this Agreement without further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude STA from also pursuing all available legal remedies against the Contractor and its sureties for said breach or default.
      2. Waiver of Default or Breach. Waiver of any term, condition or covenant of this Agreement, or Contractor default or breach by STA shall not be deemed to be a waiver of any subsequent term, condition or covenant of this Agreement or Contractor default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such by amendment of this Agreement in accordance with Section 27.
2. FORCE MAJEURE

In the event that any Party’s obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, weather event, pandemic, act of God, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, measures of governmental authority including but not limited to any temporary law ordinance, health directive, rule, regulation, travel or movement restriction, or limitation on the size of gatherings implemented by the local health department, board, or officer in the jurisdiction where the event is to be held, the Washington State Department of Health, the Governor of the State of Washington, the Washington State Military Department, the United States Department of Health & Human Services, the United States Centers for Disease Control and Prevention or any other Local, State, or Federal Public Health Agency which adversely affects the ability of either party to perform its obligations under this Agreement, pandemics, viral or communicable disease outbreak, quarantine, or any other cause beyond the reasonable control of any Party, then the Parties shall be released from performance under this Agreement. The Parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

1. CIVIL RIGHTS
   1. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d; Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132; and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
   2. Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Agreement:
      1. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Gender Identity. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit law at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Dept. of Labor (“US DOL”) regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR, Parts 60 *et seq*., (which implement Executive Order No.11246, *Equal Employment Opportunity*, as amended by Executive Order No. 13672, *Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, Equal Employment Opportunity.* 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of this project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, sexual orientation, gender identity or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
      2. Age. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623, and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
      3. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, *Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act*, 29 CFR, Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue. The Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
2. COMPLIANCE WITH LAWS

Each Party to this Agreement shall comply with all applicable federal, state and local laws and regulations.

1. QUALIFIED TO DO BUSINESS

Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.

1. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the Parties as granted or imposed by State law. The Parties agree to exclusive personal jurisdiction, subject matter jurisdiction and venue in the Superior Court of Spokane County, Washington.

1. INTERPRETATION

As a further condition of this Agreement, STA and the Contractor acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each Party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any Party. In the event that any Party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of this Agreement, the prevailing Party shall be entitled to recover from the other Party all expenses which it may reasonably incur in taking such action, including attorneys' fees and costs, whether incurred in a court of law or otherwise.

1. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement between the Parties and supersedes all prior negotiations, representations and agreements between the Parties relating to the subject matter hereof.

1. MODIFICATION

This Agreement may be amended or modified only by written instrument signed by the Parties hereto, except as provided in Section 1.

1. SEVERABILITY

Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state or local law or regulation, the remaining provisions shall continue in full force and effect. The Parties agree to immediately attempt to renegotiate such provision that is invalidated or superseded by such laws or regulations.

1. SUCCESSORS & ASSIGNS

This Agreement shall be binding on the Parties hereto. Neither Party may delegate the performance of any obligation hereunder to a third party without prior written approval from the other Party.

1. ANTI-KICKBACK

No officer or employee of the Spokane Transit Authority or the Contractor, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

1. CONFLICT OF INTEREST

No employee, officer or agent of STA shall participate in selection or in the award or administration of an agreement or contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

* 1. the employee, officer or agent;
  2. any member of his/her immediate family;
  3. his or her partner; or
  4. an organization which employs, or is about to employ, any employee, officer or agent of STA

has a financial or other interest in the firm selected for award.

1. EMPLOYEE SOLICITATION

Contractor, without the consent of STA, shall not directly or indirectly solicit, influence, entice or hire or attempt to solicit, influence, entice or hire any employee of STA to: (a) cease employment with STA; or (b) do business related to a business connected with the Contractor’s business during this Agreement and for a period of three (3) years from the date on which the Agreement terminates, or the work is accepted by STA, whichever is earlier. STA’s employee shall be deemed to be related to or connected with a Contractor if such STA employee becomes (a) a partner in a general or limited partnership or employee of a partnership; or (b) a shareholder, officer, employee or director of a corporation, member, consultant or agent for the Contractor or any of Contractor’s affiliates, subsidiaries or connected business. This Section shall survive the termination of this Agreement. This Agreement is not restricted to any geographical area.

Contractor recognizes and acknowledges that STA’s employees may receive training and other benefits from its contractual relationship with STA because of STA’s assignment of employees to work in connection with Contractor’s Agreement. Contractor agrees the restrictions on soliciting, influencing, enticing or hiring STA employees are reasonable.

1. TRADEMARKS AND LOGOS

The Parties to this Agreement are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other Parties without first obtaining prior written consent from the other Party.

1. RIGHTS IN DATA AND COPYRIGHTS/PATENTS
2. The Contractor, without exception, shall indemnify and save harmless STA and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of Work under this Agreement, including its use by STA.
3. If the Contractor uses any design, device or materials covered by letters, patents or copyright, it is mutually agreed and understood without exception that Contractor Compensation includes all royalties or costs arising from the use of such design, device or materials in any way involved in the Work.
4. If an infringement claim is made, Contractor will immediately and at its sole expense: (a) procure for STA the right to continue use and sale of the Work; or (b) replace the Work with a version of the Work that is non-infringing. If Contractor is unable to take either of the actions set forth in the preceding sentence, Contractor will promptly refund to STA all Contractor Compensation paid to Contractor by STA hereunder for the Work; provided payment of such refund shall not act to relieve Contractor of any other obligations under this Agreement.
5. Contractor warrants that:
   1. Contractor has the full and exclusive right and power to enter into and perform according to the terms of this Agreement;
   2. The Work provided by Contractor do not and will not infringe any copyright, patent, trade secret, trademark or other proprietary right held by any third party; and
   3. Contractor will not, without the express prior written permission of STA, incorporate into the Work any third-party product, software or other materials for which the intellectual property rights are not owned solely or licensed by the Contractor.
6. PUBLIC RECORDS ACT

The Contractor understands and acknowledges that STA is a municipal corporation of the State of Washington subject to the “Public Records Act”, RCW 42.56, *et seq*.

Contractor understands and agrees that the records it obtains or produces under this Agreement may be public records under the Public Records Act, or its successor act. The Contractor shall cooperate in a timely manner with STA in responding to a public records request (“PRR”) related to this Agreement or the services provided under this Agreement. Such cooperation shall include searching all records regarding the Work and producing all records that are potentially responsive to a PRR to STA. Contractor shall mark and segregate all materials in its possession that may be protected by the Public Records Act to protect against inadvertent disclosure of such documents and to facilitate STA’s application of allowable Public Records Act exemptions. Contractor shall not charge STA for the time spent gathering and producing records pursuant to a PRR.

1. AUDIT/RECORDS

The Contractor shall maintain for a minimum of six (6) years following final payment all records related to its performance of this Agreement. STA may audit any record related to this Agreement for any reason and the Contractor shall provide copies of and access to, at reasonable times, any such record upon request by STA. The Contractor shall provide access to authorized representatives of the Washington State Auditor’s Office at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

Records and other documents, in any medium, furnished by any Party to this Agreement to another Party, will remain the property of the furnishing Party, unless otherwise agreed. Subject to Section 35 of this Agreement, the receiving Party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party or Parties are not erroneously disclosed to third parties.

1. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

1. ELECTRONIC SIGNATURES

A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of any original executed copy of this Agreement or such other ancillary agreement for all purposes.

1. INCORPORATION OF FTA TERMS & CONDITIONS

This Agreement is funded, in whole or in part, by Federal Assistance and is subject to the *Federal Terms & Conditions* attached hereto and incorporated herein as Exhibit D. “Federal Assistance” means project funding provided, in whole or in part, by the US Department of Transportation, Federal Transit Administration (“FTA”).

[signatures on the following page]

1. SIGNATURES

The Parties affirm the individuals signing this Agreement have been granted the authority to do so and by their signature affirm the Parties will comply with the terms and conditions of this Agreement.

|  |  |
| --- | --- |
| **Contractor** | **Spokane Transit Authority** |
| By:  Title:  Date: | By: E. Susan Meyer  Title: Chief Executive Officer  Date: |
|  | Attest:      By: Dana Infalt  Title: Clerk of the Authority  Date: |
|  | DBE Compliance      By: Jordan Hayes-Horton  Title: DBE Liaison  Date: |

SCOPE OF WORK TO BE INSERTED HERE IN EXECUTED AGREEMENT.

CONTRACTOR COMPENSATION TO BE INSERTED HERE IN EXECUTED AGREEMENT.

1. Payment and Performance Bonds. Payment and Performance Bonds for one hundred percent (100%) of the Contractor Compensation shall be furnished within ten (10) business days following execution of this Agreement using the Payment Bond and Performance Bond form published by and available from the American Institute of Architects (AIA) – form A312 (or current version of the same).
2. Prior to execution of an amendment hereto that, cumulatively with previous amendments, increases the Contractor Compensation by fifteen percent (15%) or more, the Contractor shall provide either new Payment and Performance Bonds for the amended Contractor Compensation amount, or riders to the existing Payment and Performance Bonds increasing the amount of the bonds to reflect the full amended value of Contractor Compensation. The Contractor shall likewise provide additional bonds or riders when subsequent Change Orders increase the Contract Sum by fifteen percent (15%) or more.
3. Alternative Surety. Contractor shall promptly furnish Payment and Performance Bonds from an alternative surety as required to protect STA and persons supplying labor or materials required by this Agreement if:
   1. STA has a reasonable objection to the surety; or
   2. Any surety fails to furnish reports on its financial condition if requested by STA.
4. **DEFINITIONS**

The following capitalized terms shall be defined as follows throughout these Federal Terms & Conditions (“T&C”). In the event of a conflict between these T&C and the document(s) to which they are attached, the terms of these T&C shall prevail.

Terms which are capitalized herein, but not defined hereunder, will have the same definition and meaning as used in the document(s) to which these T&C are attached. In the event of a conflict between the definition of a defined term in these T&C and the document(s) to which they are attached, the definition used in these T&C shall prevail in the interpretation of these T&C.

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| --- | --- |
| **Term** | **Definition** |
| ADA | Americans with Disabilities Act of 1990, as amended. |
| CFR | Code of Federal Regulations |
| DBE | Disadvantaged Business Enterprise |
| DOJ | United States Department of Justice |
| DOL | United States Department of Labor |
| DOT | United States Department of Transportation |
| EEOC | Equal Employment Opportunity Commission |
| EPA | United States Environmental Protection Agency |
| FHWA | United States Federal Highway Administration |
| FTA | Federal Transit Administration |
| GSA | United States General Services Administration |
| SAT | Federal Simplified Acquisition Threshold; Currently $250,000. |
| T&C | These Federal Terms & Conditions. |
| US | United States of America |
| USC | United States Code |

1. **FLY AMERICA**
   1. Applicability: All contracts involving transportation of persons or property by air between the US and/or places outside the US.
   2. Contractor shall comply with 49 USC 40118 (the “Fly America” Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.
   3. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.
2. **BUY AMERICA**
   1. Applicability: Construction contracts and acquisition of goods or “Rolling Stock” valued at more than $150,000.
   2. Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating or planning funds.

Separate requirements for Rolling Stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling Stock must be manufactured in the US and have a minimum 65% domestic content for FY2018 and FY2019 and a minimum 70% domestic content for FY2020 and beyond. A Proposer shall submit appropriate Buy America certification to STA with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

1. **CHARTER SERVICE**
   1. Applicability: Operational service contracts.
   2. Contractor shall comply with 49 USC 5323(d) and (r) and 49 CFR part 604, which state that recipients and subrecipients of FTA assistance may not provide charter service using equipment or facilities acquired with Federal assistance if there is at least one private charter operator willing and able to provide the service, except as permitted by:
      1. 49 USC 5323(d) or other Federal transit laws;
      2. 49 CFR part 604;
      3. Any other federal Charter Service regulations; or
      4. Federal guidance, except as FTA determines otherwise in writing.
   3. The Contractor agrees that if it engages in a pattern of violations of FTA’s Charter Service regulations, FTA may require corrective measures or impose remedies, which may include:
      1. Barring STA, the Contractor, or any subcontractor operating public transportation from receiving Federal assistance;
      2. Withholding an amount of federal assistance from STA as provided by Appendix D to 49 part 604; or
      3. Any other appropriate remedy.
   4. Contractor shall include this clause in each subcontract for the operation of public transit services.
2. **SCHOOL BUS OPERATIONS**
   1. Applicability: Operational service contracts.
   2. Pursuant to 49 USC 5323(f) and 49 CFR part 605, Contractor and any of its subcontractors shall not engage in school bus operations exclusively for transportation of students and school personnel in competition with private school bus operators unless permitted under specified exemptions. When operating exclusive school bus service under an allowable exemption, Contractor and any of its subcontractors shall not use federally funded equipment, vehicles, or facilities.
   3. Violations. If STA, the Contractor and any of its subcontractors operate school bus service in violation of FTA’s School Bus laws and regulations, FTA may:
      1. Require STA, the Contractor and any of its subcontractors to take such remedial measures as FTA considers appropriate; or
      2. Bar STA, the Contractor and any of its subcontractors from receiving Federal transit funds.
3. **CARGO PREFERENCE**
   1. Applicability: Contracts involving equipment, materials or commodities which may be transported by ocean vessels.
   2. Contractor shall abide by the provisions of 46 CFR 381 as follows:
      1. Use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; and
      2. Furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to STA (through contractor in the case of a subcontractor's bill-of-lading.); and
      3. include these requirements in all subcontracts issued pursuant to this Contract when the subcontract involves the transport of equipment, material, or commodities by ocean vessel.
4. **SEISMIC SAFETY**
   1. Applicability: Architectural & Engineering contracts; Construction contracts for new buildings or additions to existing buildings.
   2. Contractor agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in DOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Contractor shall also ensure that all work performed under this contract, including work performed by subcontractors, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.
5. **ENERGY CONSERVATION**
   1. Applicability: All Contracts.
   2. Contractor shall comply with mandatory standards and policies relating to energy efficiency stated in the Washington State energy conservation plan issued in compliance with the Energy Policy & Conservation Act (42 USC 6201 *et seq*.), and perform an energy assessment for any buildings constructed or altered in accordance with FTA *Requirements for Energy Assessments*, at 49 CFR part 622, subpart C.
6. **CLEAN WATER**
   1. Applicability: All Contracts and subcontracts over $150,000.
   2. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 *et seq*. Contractor shall report each violation to STA and understands and agrees that STA shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
   3. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.
7. **BUS TESTING**
   1. Applicability: Rolling Stock purchase or lease contracts.
   2. Contractor [Manufacturer] shall comply with the Bus Testing requirements under 49 USC5318(e) and FTA's implementing regulation at 49 CFR part 665 to ensure that the requisite testing is performed for all new bus models, or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the Contractor [Manufacturer] shall obtain a copy of the bus testing reports from the operator of the testing facility and make the report(s) available to the public prior to final acceptance of the first vehicle by STA or another recipient.
8. **PRE-AWARD & POST-DELIVERY AUDIT REQUIREMENTS**
   1. Applicability: Rolling Stock (revenue service) purchases.
   2. Contractor shall comply with 49 USC 5323(m) and FTA's implementing regulation 49 CFR part 663 and submit the following certifications:
      1. Buy America Requirements. Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If contractor certifies compliance with Buy America, it shall submit documentation listing:
         1. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
         2. The location of the final assembly point for the Rolling Stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
      2. Solicitation Specification Requirements. Contractor shall comply with the Buy America certification(s) submitted with its the bid specifications.
      3. Federal Motor Vehicle Safety Standards (FMVSS). Contractor shall submit:
         1. manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or
         2. manufacturer's certified statement that the buses will not be subject to FMVSS regulations.
   3. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.
9. **LOBBYING**
   1. Applicability: All contracts over $100,000.
   2. Contractor shall execute the Lobbying Restriction Certificate attached to this Contract.
10. **ACCESS TO RECORDS AND REPORTS**
    1. Applicability: All contracts.
    2. The following access to records requirements apply to this Contract:
       1. Access to Records. Under 49 USC 5325(g), FTA has the right to examine all records, documents, papers, and contracts related to any FTA funded project. Therefore, Contractor shall permit FTA and its contractors’ access and rights to reproduce or copy project related documents. Pursuant to 49 CFR part 633, this provision extends to any Project Management Oversight (“PMO”) contractor if the federally funded contract is used in a major capital project as defined therein.
       2. Records Retention. Pursuant to 2 CFR 200.333 Contractor shall retain, and shall require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to this Contract, including, but not limited to books, accounts, reports, data, documents, statistics, sub-agreements, leases, subcontracts, arrangements other third-party agreements of any type, and supporting materials related to those records for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor shall maintain such records until the disposition of all such litigation, appeals, claims or exceptions related thereto.
       3. Access to the Sites of Performance. The Contractor agrees to permit STA, FTA, and its contractors’ access to the sites of performance under this Contract as reasonably may be required.
       4. Contractors shall include these requirements in their contracts and subcontracts with third parties at every tier.
11. **FEDERAL CHANGES**
    1. Applicability: All contracts.
    2. Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between STA and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to comply shall constitute a material breach of this Contract.
12. **CLEAN AIR**
    1. Applicability – All contracts and subcontracts over $150,000.
    2. Contractor shall comply with all applicable standards, orders, or regulations pursuant to the Clean Air Act, 42 USC 7401 *et seq*. Contractor shall report each violation to STA and understands and agrees that STA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.
    3. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.
13. **RECYCLED PRODUCTS**
    1. Applicability. All contracts for items designated by the EPA when STA or Contractor procures $10,000 or more of one of these items during the current or previous fiscal year using Federal funds.
    2. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment and are energy efficient by complying with and facilitating compliance with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 42 USC 6962 *et seq.*, as amended, and the US Environmental Protection Agency’s regulation titled *Comprehensive Procurement Guideline for Products Containing Recovered Materials*, 40 CFR part 247.
14. **EMPLOYEE PROTECTIONS (DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS, DOL WORK HOURS AND SAFETY STANDARDS)**
    1. Applicability. Construction contracts and subcontracts, including actual construction, alteration and/or repair, including decorating and painting.
    2. Prevailing Wage and Anti-Kickback.
       1. For all prime construction, alteration, or repair contracts in excess of $2,000 awarded by STA, the Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 USC § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the *Davis-Bacon Act*, 40 USC §§ 3141-3144 and 3146-3148, as supplemented by DOL regulations at 29 CFR part 5, *Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction*. In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once per week. The Contractor shall also comply with the *Copeland “Anti-Kickback” Act*, 40 USC § 3145, as supplemented by DOL regulations at 29 CFR part 3, *Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States*. The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
15. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT - CONSTRUCTION CONTRACTS**
    1. Applicability. Construction contracts over $100,000.
    2. Contract Work Hours and Safety Standards.
       1. For all construction contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the *Contract Work Hours and Safety Standards Act*, 40 USC §§ 3701-3708, as supplemented by the DOL regulations at 29 CFR part 5. Under 40 USC § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1-1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.
       2. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by this clause.
       3. STA or the FTA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the *Contract Work Hours and Safety Standards Act*, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
       4. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Section.
16. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT – NON-CONSTRUCTION CONTRACTS**
    1. Applicability. Non-construction contracts over $100,000.
       1. The Contractor shall comply with all federal laws, regulations and requirements providing wage and hour protections for non-construction employees, in accordance with 40 USC § 3702, *Contract Work Hours and Safety Standards Act*, and other relevant parts of that Act, 40 USC § 3701 *et seq.*, and US DOL regulations, *Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)*, 29 CFR part 5.
       2. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
       3. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
       4. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.
17. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**
    1. Applicability. All contracts.
    2. STA and Contractor acknowledge and agree that, notwithstanding any concurrence by the US Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the US Government, the US Government is not a party to this Contract and shall not be subject to any obligations or liabilities to STA, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from the underlying Contract.
    3. Contractor agrees to include the above clause in each subcontract financed in whole or in part with FTA assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
18. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**
    1. Applicability. All contracts.
    2. Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*., and DOT regulations, *Program Fraud Civil Remedies*, 49 CFR 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or causes to be made, pertaining to the underlying Contract or FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Contractor to the extent the US Government deems appropriate.
    3. If Contractor makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification to the US Government under a contract connected with a project that is financed in whole or in part with FTA assistance under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5323(l)(1) on Contractor, to the extent the US Government deems appropriate.
    4. Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.
19. **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**
    1. Applicability. Contracts over $25,000.
    2. The Contractor agrees to the following:
       1. It will comply with the requirements of 2 CFR part 180, subpart C, as adopted and supplemented by DOT regulations at 2 CFR part 1200, which include the following:
          1. It will not enter into any arrangement to participate in the development or implementation of the Contract with any third-party that is debarred or suspended except as authorized by:
             1. DOT regulations, *Nonprocurement Suspension and Debarment*;
             2. 2 CFR part 1200, US OMB, *Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)*;
             3. 2 CFR part 180, including any amendments thereto; and
             4. Executive Orders Nos. 12549 and 12689, *Debarment and Suspension*, 31 USC § 6101 note.
          2. It will review the GSA “System for Award Management” (<https://www.sam.gov>), if required by DOT regulations, 2 CFR part 1200.
          3. It will include, and require each of its third-party contractors to include a similar provision in each lower tier covered transaction, ensuring that each lower tier third-party:
             1. Will comply with Federal debarment and suspension requirements; and
             2. Review the System for Award Management (<https://www.sam.gov>), if necessary, to comply with DOT regulations, 2 CFR part 1200; and
       2. If Contractor suspends, debars, or takes any similar action against a third-party or individual, Contractor will provide immediate written notice to the:
          1. STA;
          2. FTA Regional Counsel for the Region in which STA is located or implements the project;
          3. FTA Project Manager if the project is administered by an FTA Headquarters Office; or
          4. FTA Chief Counsel.
20. **CIVIL RIGHTS REQUIREMENTS**
    1. Applicability – All contracts.
    2. STA is an Equal Opportunity Employer. As such, STA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, STA agrees to comply with the requirements of 49 USC § 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

* + 1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
    2. Race, Color, Religion, National Origin, Sex.In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e *et seq*., and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US DOL regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR chapter 60, and Executive Order No. 11246, *Equal Employment Opportunity in Federal Employment*, September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    3. Age.In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621-634, US Equal Employment Opportunity Commission (US EEOC) regulations, *Age Discrimination in Employment Act*, 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 *et seq*., US Health and Human Services regulations, *Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance*, 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
    4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 *et seq*., and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  1. Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the DOL, the Contractor agrees to comply, and assures the compliance of each subcontractor, with:
     1. DOL regulations, *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, 41 CFR chapter 60; and
     2. Executive Order No. 11246, *Equal Employment Opportunity*, as amended by Executive Order Nos. 11375 and 13672, 42 USC § 2000e note; and
     3. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
        1. The Contractor's attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth herein.
        2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

|  |  |
| --- | --- |
| Goal for Minority Participation Each Trade | Goal for Female Participation Each Trade |
| 2.8% | 6.9% |

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

* + - 1. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
      2. As used in this notice, and in the contract resulting from this solicitation, the “covered area” is Spokane County, City of Spokane, State of Washington.

1. **BREACHES AND DISPUTE RESOLUTION**
   1. Applicability – All contracts exceeding the SAT.
   2. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by STA’s Contract Compliance Specialist. This decision shall be final and conclusive, unless within ten (10) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to STA’s CEO. In connection with such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of STA’s CEO shall be binding upon Contractor and Contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 USC § 3729.
   3. Performance During Dispute. Unless otherwise directed in writing by STA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
   4. Claims for Damages. Should either Party suffer injury or damage to person or property because of any act or omission of the other Party or of any of its employees, agents, or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other Party within ten (10) days after the first observance of such injury or damage.
   5. Remedies. Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between STA and the Contractor arising out of or relating to this Contract or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Washington.
   6. Rights and Remedies. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by STA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
2. **PATENT AND DATA RIGHTS**
   1. Applicability. Contracts involving experimental, developmental, or research work.
   2. Patent Rights.
      1. General. STA and the Contractor agree:
         1. Depending on the nature of the project, the Federal Government may acquire patent rights when STA or Contractor produces a patented or patentable invention, improvement, or discovery.
         2. The Federal Government’s rights arise when the patent or patentable information is conceived under the project or reduced to practice under the project.
         3. When a patent is issued or patented information becomes available, the Contractor agrees to:
            1. Notify STA immediately, and
            2. Provide STA a detailed report satisfactory to FTA.
      2. Federal Rights. The Contractor agrees that:
         1. Its rights and responsibilities, and the rights and responsibilities of each subcontractor, in that federally funded invention, improvement or discovery will be determined as provided by applicable Federal laws, regulations and guidance, including any waiver thereof; and
         2. Unless the Federal Government determines otherwise in writing, irrespective of the Contractor’s status or the status of any subcontractor as a large business, a small business, a State government, a State instrumentality, a local government, an Indian tribe, a nonprofit organization, an institution of higher education or an individual, the Contractor agrees to transmit the Federal Government’s patent rights to FTA as specified in:
            1. 35 USC § 200 *et seq*.; and
            2. US Department of Commerce regulations, *Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements*, 37 CFR part 401.
      3. License Fees and Royalties. As permitted by 2 CFR 200, Appendix II (F):
         1. License fees and royalties for patents, patent applications and inventions derived from the project are program income; and
         2. The Contractor has no obligation to the Federal Government with respect to those license fees or royalties; except:
            1. For compliance with 35 USC § 200 *et seq*., which applies to patent rights developed under a federally funded research-type projects; and
            2. As FTA determines otherwise in writing.
   3. Rights in Data and Copyrights.
      1. Definition of “Subject Data” means recorded information:
         1. Copyright. Whether or not copyrighted; and
         2. Delivery. That is delivered or specified to be delivered under the Contract.
      2. Examples of Subject Data include, but are not limited to:
         1. Computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information; but
         2. Do not include financial reports, cost analyses or other similar information used for project administration.
      3. General Federal Restrictions. The following restrictions apply to all Subject Data first produced in the performance of STA’s project supported by the Contract:
         1. Prohibitions. The Contractor may not:
            1. Publish or reproduce any Subject Data in whole or in part, or in any manner or form; or
            2. Permit others to do so; but
         2. Exceptions. The prohibitions of Rights in Data and Copyrights do not apply to:
            1. Publications or reproductions for STA’s own internal use;
            2. An institution of higher learning;
            3. The portion of Subject Data that the Federal Government has previously released or approved for release to the public; or
            4. The portion of data that has the Federal Government’s prior written consent for release.
      4. Federal Rights in Data and Copyrights. The Contractor agrees that:
         1. License Rights. The Contractor must provide a license to its Subject Data to the Federal Government, which license is royalty-free, non-exclusive, and irrevocable.
         2. Uses. The Federal Government’s license must permit the Federal Government to take the following actions provided those actions are taken for Federal Government purposes:
            1. Reproduce the Subject Data;
            2. Publish the Subject Data;
            3. Otherwise use the Subject Data; and
            4. Permit other entities or individuals to use the Subject Data.
      5. Special Federal Rights in Data for Research, Development, Demonstration, Deployment, and Special Studies Projects. In general, FTA’s purpose in providing Federal funds for a research, development, demonstration, deployment, or special studies Project is to increase transportation knowledge, rather than limit the benefits of the project to STA and its third-party participants. Therefore, the Contractor agrees that:
         1. Publicly Available Report. When the project is completed, it must provide a project report that FTA may publish or make available for publication on the Internet; and
         2. Other Reports. It must provide other reports pertaining to the project that FTA may request.
         3. Availability of Subject Data. FTA may make available to any FTA recipient or any of its third-party participants at any tier of the project, either FTA’s copyright license to the Subject Data or a copy of the Subject Data, except as the Federal Government determines otherwise in writing.
         4. Identification of Information. It must identify clearly any specific confidential, privileged, or proprietary information submitted to FTA.
         5. Incomplete Project. If the project is not completed for any reason whatsoever, all data developed under the project becomes Subject Data and must be delivered as the Federal Government may direct; but
         6. Exception. Rights in Data and Copyrights Section 25.C does not apply to an adaptation of automatic data processing equipment or program that is both:
            1. For STA’s use, and
            2. Acquired with FTA capital program funding.
      6. License Fees and Royalties. As permitted by 49 CFR parts 18 and 19:
         1. License fees and royalties for copyrighted material or trademarks derived from project are program income; and
         2. The Contractor has no obligation to the Federal Government with respect to those license fees or royalties, except:
            1. For compliance with 35 USC § 200 *et seq*., which applies to patent rights developed under a federally funded research-type project; and
            2. As FTA determines otherwise in writing.
      7. Hold Harmless. Upon request by the Federal Government, the Contractor agrees that:
         1. Violation by Contractor.
            1. If it willfully or intentionally violates any proprietary rights, copyrights or right of privacy, and
            2. Its violation occurs from any of the following uses of Project data: publication, translation, reproduction, delivery, use or disposition, then
            3. It will indemnify, save, and hold harmless against any liability, including costs and expenses of:

The Federal Government’s officers acting within the scope of their official duties;

The Federal Government’s employees acting within the scope of their official duties; and

Federal Government’s agents acting within the scope of their official duties; but

* + - * 1. Exceptions. The Contractor will not be required to indemnify the Federal Government for any liability described in Rights in Data and Copyrights if:

Violation by Federal Officers, Employees or Agents. The violation is caused by the wrongful acts of Federal employees or agents; or

State law. If indemnification is prohibited or limited by applicable State law.

* + 1. Restrictions on Access to Patent Rights. Nothing in this Rights in Data and Copyrights section pertaining to rights in data either:
       1. Implies a license to the Federal Government under any patent; or
       2. May be construed to affect the scope of any license or other right otherwise granted to the Federal Government under any patent.
    2. Data Developed Without Federal Funding or Support. The Contractor understands and agrees that in certain circumstances it may need to provide data developed without any Federal funding or support to FTA. Nevertheless:
       1. Protections. Rights in Data and Copyrights Sections 25.C.1) through 25.C.4) generally do not apply to data developed without Federal funding, even though that data may have been used in connection with the project; and
       2. Identification of Information. The Contractor understands and agrees that the Federal Government will not be able to protect data developed without Federal funding from unauthorized disclosure unless that data is clearly marked “Proprietary” or “Confidential”.
    3. Requirements to Release Data. The Contractor understands and agrees that the Federal Government may be required to release project data and information STA submits to the Federal Government as required by:
       1. The Freedom of Information Act, 5 USC § 552;
       2. Another applicable Federal law requiring access to project records;
       3. DOT regulations, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, specifically 2 CFR § 200.211 or
       4. Other applicable Federal regulations and guidance pertaining to access to project records.

1. **TRANSIT EMPLOYEE PROTECTIVE PROVISIONS**
   1. Applicability. All Contracts.
   2. Public Transportation Employee Protective Arrangements. The Contractor agrees that 49 USC § 5333(b) requires employee protective arrangements to be in place as a condition of award of FTA assistance made available or appropriated for FTA programs involving public transportation operations. DOL recognizes the following categories of arrangements:
      1. DOL Certification. When the Contract involves public transportation operations and is financed with funding made available or appropriated for 49 USC §§ 5307, 5309, 5312, 5337 or 5339, as amended by MAP-21, or former 49 USC §§ 5308, 5309, 5312 or other provisions of law as required by the Federal Government, DOL must provide a Certification of employee protective arrangements before FTA may provide financial assistance for the Contract. Therefore, the Contractor understands and agrees, and assures that Contractor, and any subcontractors, providing public transportation operations will agree, that:
         1. It must carry out the Contract as provided in its DOL Certification, which contains the terms and conditions that DOL has determined to be fair and equitable to protect the interests of any employees affected by the Contract;
         2. It must comply with 49 USC § 5333(b), and any future amendments thereto;
         3. It will follow the DOL guidelines, *Guidelines, Section 5333(b), Federal Transit Law*, 29 CFR part 215, except as DOL determines otherwise in writing;
         4. It must comply with the terms and conditions of the DOL certification of public transportation employee protective arrangements for the project, which certification is dated as identified on the Contract, including:
            1. Alternative comparable arrangements DOL has specified for the project;
            2. Any revisions DOL has specified for the project; or
            3. Both;
         5. It must comply with the following documents and provisions incorporated by reference in and made part of the Contract for the project:
            1. The DOL certification of public transportation employee protective arrangements for the project, which certification is dated as identified on the Contract;
            2. The documents cited in that DOL certification for the project;
            3. Any alternative comparable arrangements that DOL has specified for the project; and
            4. Any revisions that DOL has specified for the project.
      2. Special Warranty. When the project involves public transportation operations and is financed with funding made available or appropriated for 49 USC § 5311, as amended by MAP-21, for former 49 USC § 5311 in effect in FY 2012, or a previous fiscal year, or for section 3038 of TEA-21, as amended by section 3039 of SAFETEA-LU, DOL will provide a Special Warranty for those projects, including projects under the Tribal Transit Program. Therefore, the Contractor understands and agrees, and assures that it, and any subcontractors, providing public transportation operations will agree, that:
         1. It must comply with Federal transit laws, specifically 49 USC § 5333(b);
         2. Follow the DOL guidelines, *Guidelines, Section 5333(b), Federal Transit Law*, 29 CFR part 215, except as DOL determines otherwise in writing;
         3. It will comply with the DOL Special Warranty for its project that is most current on the date when it executed the Contract, and documents cited therein, including:
            1. Any alternative comparable arrangements DOL has specified for the project;
            2. Any revisions DOL has specified for the project; or
            3. Both;
         4. It will comply with the following documents and provisions incorporated by reference in and made part of the Contract:
            1. The DOL Special Warranty for its project;
            2. Documents cited in that Special Warranty;
            3. Alternative comparable arrangements DOL specifies for the project; and
            4. Any revisions that DOL has specified for the project.
      3. Special Arrangements for 49 USC § 5310 Projects. The Contractor understands and agrees, and assures that any subcontractors providing public transportation operations will agree, that although pursuant to 49 USC § 5310, and former 49 USC §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 USC § 5333(b) to subrecipients participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make the following exceptions:
         1. FTA will make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds); and
         2. FTA reserves the right to make other exceptions as it deems appropriate.
2. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**
   1. Applicability. All contracts.
   2. This Contract is subject to the requirements of Title 49, CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is ten percent (10%). STA’s overall goal for DBE participation may be found at <https://www.spokanetransit.com/about-sta/disadvantaged-business-enterprise-program>.
   3. The Contractor 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 this Contract. 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 STA deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
   4. If a separate contract goal has been established, Contractor is required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
   5. If no separate Contract goal has been established, the successful Contractor will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
   6. The Contractor is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than thirty (30) days after the Contractor’s receipt of payment for that work from STA. In addition, the Contractor may not hold retainage from its subcontractors.
   7. The Contractor must promptly notify STA whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of STA.
3. **PROMPT PAYMENT**
   1. Applicability. All contracts.
   2. The Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Contractor receives from STA. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of STA. This clause applies to both DBE and non-DBE subcontracts.
4. **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**
   1. Applicability. All contracts.
   2. The provisions herein include, in part, certain Standard Terms & Conditions required by DOT, whether or not expressly stated in these contract provisions. All DOT-required contractual provisions, as stated in FTA Circular 4220.1F and the Master Agreement, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause STA to be in violation of FTA terms and conditions.
5. **DRUG & ALCOHOL ABUSE AND TESTING**
   1. Applicability. Operational service contracts performing safety-sensitive functions as defined under 49 CFR 655.4.
   2. The Contractor agrees to comply with the following Federal substance abuse regulations:
      1. Drug-Free Workplace. DOT regulations, *Drug-Free Workplace Requirements (Grants)*, 49 CFR Part 32, that implements the Drug-Free Workplace Act of 1988 as amended, 41 USC §§ 8103 *et seq*.; and
      2. 49 CFR part 655, Alcohol Misuse and Prohibited Drug Use in Transit Operations. FTA Regulations, *Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations*, 49 USC 5331, as amended by MAP-21, 49 CFR part 40, 49 USC chapter 53, 49 CFR Part 655, to the extent applicable.
6. **OTHER FEDERAL REQUIREMENTS:**
   1. Full and Open Competition.In accordance with 49 USC § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.
   2. Prohibition Against Exclusionary or Discriminatory Specifications.Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.
   3. Conformance with ITS National Architecture. Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 USC Section 512 note and follow the provisions of FTA Notice, *FTA National Architecture Policy on Transit Projects*, 66 Fed. Reg.1455 *et seq*., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.
   4. Access Requirements for Persons with Disabilities.Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 *et seq*., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.
   5. Notification of Federal Participation.To the extent required by law, in the announcement of any third-party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, Contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and express that amount of Federal assistance as a percentage of the total cost of the third-party contract.
   6. Interest of Members or Delegates to Congress. No members of, or delegates to, the US Congress shall be admitted to any share or part of this Contract nor to any benefit arising therefrom.
   7. Ineligible Contractors and Subcontractors. Any name appearing upon the Comptroller General’s list of ineligible contractors for federally assisted contracts shall be ineligible to act as a subcontractor for Contractor pursuant to this Contract. If Contractor is on the Comptroller General’s list of ineligible contractors for federally financed or assisted construction, STA shall cancel, terminate, or suspend this Contract.
   8. Real Property.Any contract entered into shall contain the following provisions:
      1. Contractor shall at all times comply with all applicable statutes and DOT regulations, policies, procedures, and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by MAP-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and the Master Agreement between STA and FTA, as they may be amended or promulgated during the term of this Contract.
      2. Contractor’s failure to so comply shall constitute a material breach of this Contract.
   9. Environmental Justice. Except as the Federal Government determines otherwise in writing, the Contractor agrees to promote environmental justice by following:
      1. Executive Order No. 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, February 11, 1994, 42 USC § 4321 note, as well as facilitating compliance with that Executive Order; and
      2. DOT Order 5610.2, *Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, 62 Fed. Reg. 18377, April 15, 1997; and
      3. The most recent and applicable edition of FTA Circular 4703.1, *Environmental Justice Policy Guidance for Federal Transit Administration Recipients*, August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.
   10. Environmental Protections. Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include:
       1. the National Environmental Policy Act of 1969;
       2. the Clean Air Act;
       3. the Resource Conservation and Recovery Act;
       4. the comprehensive Environmental Response, Compensation and Liability Act; and
       5. environmental provisions with Title 23 USC, and 49 USC chapter 53.

The EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

* 1. Geographic Information and Related Spatial Data. Any Contract activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.
  2. Geographic Preference. All project activities must be advertised without geographic preference, (except in A/E under certain circumstances, preference for hiring veterans on transit construction projects and geographic-based hiring preferences as proposes to be amended in 2 CFR Part 1201).
  3. Organizational Conflicts of Interest.The Contractor agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:
     1. When It Occurs. An organizational conflict of interest occurs when the project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:
        1. To that third-party or another third-party performing the project work, and
        2. That impairs that third-party’s objectivity in performing the project work, or
        3. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions.
     2. Disclosure Requirements. Consistent with FTA policies, the Contractor must disclose to STA, and each of its subcontractors must disclose to the Contractor:
        1. Any instances of organizational conflict of interest, or
        2. Violations of federal criminal law, involving fraud, bribery or gratuity violations potentially affecting the federal award.
     3. Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.
  4. Veterans Preference.As provided by 49 USC § 5325(k), to the extent practicable, the Contractor agrees and assures that each of its subcontractors:
     1. Will give a hiring preference to veterans, as defined in 5 USC § 2108, who have the skills and abilities required to perform construction work required under a third-party contract in connection with a capital project supported with federal assistance appropriated or made available for 49 USC chapter 53; and
     2. Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.
  5. Safe Operation of Motor Vehicles.
     1. Seat Belt Use. The Contractor agrees to implement Executive Order No. 13043, *Increasing Seat Belt Use in the United States*, April 16, 1997, 23 USC § 402 note, (62 Fed. Reg. 19217), by:
        1. Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles: and
        2. Including a “Seat Belt Use” provision in each third-party agreement related to the Contract.
     2. Distracted Driving, Including Text Messaging While Driving. The Contractor agrees to comply with:
        1. Executive Order No. 13513, *Federal Leadership on Reducing Text Messaging While Driving*, October 1, 2009, 23 USC § 402 note, (74 Fed. Reg. 51225);
        2. DOT Order 3902.10, *Text Messaging While Driving*, December 30, 2009: and
        3. The following DOT Special Provision pertaining to Distracted Driving:
           1. Safety. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle STA owns, leases or rents, or a privately-owned vehicle when on official business in connection with the Contract, or when performing any work for or on behalf of the Contract.
           2. Contractor Size. The Contractor agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
           3. Extension of Provision. The Contractor agrees to include this Section in all third-party agreements, encourage any third party to comply with this section, and include this Section 31.O in each third-party agreement at each tier supported with federal assistance.
  6. Notification of Dispute, Breach, Default and Litigation. Contractor, its subconsultants and subcontractors, of any tier, shall promptly notify (through the Contractor) STA in writing of any current or prospective legal matter that may impact any contract that is considered a “covered transaction” in accordance with 2 CFR §§ 180.220 and 1200.220. The Contractor, its subconsultants and subcontractors, shall include the requirements of this section in all subcontracts with third parties at every tier.

"General Decision Number: WA20220001 06/24/2022

Superseded General Decision Number: WA20210001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

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

Counties)

Note: Contracts subject to the Davis-Bacon Act are generally

required to pay at least the applicable minimum wage rate

required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered

contracts entered into by the federal government that are

subject to the Davis-Bacon Act itself, but do not apply to

contracts subject only to the Davis-Bacon Related Acts,

including those set forth at 29 CFR 5.1(a)(2)-(60).

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|If the contract is entered |. Executive Order 14026 |

|into on or after January 30, | generally applies to the |

|2022, or the contract is | contract. |

|renewed or extended (e.g., an |. The contractor must pay |

|option is exercised) on or | all covered workers at |

|after January 30, 2022: | least $15.00 per hour (or |

| | the applicable wage rate |

| | listed on this wage |

| | determination, if it is |

| | higher) for all hours |

| | spent performing on the |

| | contract in 2022. |

|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|

|If the contract was awarded on|. Executive Order 13658 |

|or between January 1, 2015 and| generally applies to the |

|January 29, 2022, and the | contract. |

|contract is not renewed or |. The contractor must pay all|

|extended on or after January | covered workers at least |

|30, 2022: | $11.25 per hour (or the |

| | applicable wage rate listed|

| | on this wage determination,|

| | if it is higher) for all |

| | hours spent performing on |

| | that contract in 2022. |

|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_|

The applicable Executive Order minimum wage rate will be

adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this

wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at

https://www.dol.gov/agencies/whd/government-contracts.

Modification Number Publication Date

0 01/07/2022

1 02/18/2022

2 02/25/2022

3 03/18/2022

4 04/29/2022

5 06/24/2022

CARP0003-006 06/01/2018

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT,

LEWIS(Piledriver only), PACIFIC (South of a straight line made

by extending the north boundary line of Wahkiakum County west

to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM

Counties.

Rates Fringes

Carpenters:

CARPENTERS..................$ 37.64 16.83

DIVERS TENDERS..............$ 43.73 16.83

DIVERS......................$ 87.73 16.83

DRYWALL.....................$ 37.64 16.83

MILLWRIGHTS.................$ 38.17 16.83

PILEDRIVERS.................$ 38.71 16.83

DEPTH PAY:

50 TO 100 FEET $1.00 PER FOOT OVER 50 FEET

101 TO 150 FEET $1.50 PER FOOT OVER 101 FEET

151 TO 200 FEET $2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - $0.85

Zone 3 - 1.25

Zone 4 - 1.70

Zone 5 - 2.00

Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND

VANCOUVER, (NOTE: All dispatches for Washington State

Counties: Cowlitz, Wahkiakum and Pacific shall be from

Longview Local #1707 and mileage shall be computed from

that point.)

ZONE 1: Projects located within 30 miles of the respective

city hall of the above mentioned cities

ZONE 2: Projects located more than 30 miles and less than 40

miles of the respective city of the above mentioned cities

ZONE 3: Projects located more than 40 miles and less than 50

miles of the respective city of the above mentioned cities

ZONE 4: Projects located more than 50 miles and less than 60

miles of the respective city of the above mentioned cities.

ZONE 5: Projects located more than 60 miles and less than 70

miles of the respective city of the above mentioned cities

ZONE 6: Projects located more than 70 miles of the respected

city of the above mentioned cities

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CARP0030-004 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,

MASON, PACIFIC (North of a straight line made by extending the

north boundary line of Wahkiakum County west to the Pacific

Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND

WHATCOM Counties

Rates Fringes

CARPENTER

BRIDGE CARPENTERS...........$ 46.92 18.02

CARPENTERS ON CREOSOTE

MATERIAL....................$ 47.02 18.02

CARPENTERS..................$ 46.92 18.02

DIVERS TENDER...............$ 51.89 18.02

DIVERS......................$ 100.78 18.02

MILLWRIGHT AND MACHINE

ERECTORS....................$ 48.42 18.02

PILEDRIVER, DRIVING,

PULLING, CUTTING, PLACING

COLLARS, SETTING, WELDING

OR CRESOTE TREATED

MATERIAL, ALL PILING........$ 47.17 18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL

CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the

free zone computed from the city center of the following

listed cities:

Seattle Olympia Bellingham

Auburn Bremerton Anacortes

Renton Shelton Yakima

Aberdeen-Hoquiam Tacoma Wenatchee

Ellensburg Everett Port Angeles

Centralia Mount Vernon Sunnyside

Chelan Pt. Townsend

Zone Pay:

0 -25 radius miles Free

26-35 radius miles $1.00/hour

36-45 radius miles $1.15/hour

46-55 radius miles $1.35/hour

Over 55 radius miles $1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT

AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,

Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free

26-45 radius miles $ .70/hour

Over 45 radius miles $1.50/hour

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CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian),

COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of

120th meridian), KITTITAS (East of 120th meridian), LINCOLN,

OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE,

STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th

meridian) Counties

Rates Fringes

CARPENTER

GROUP 1.....................$ 35.47 16.88

GROUP 2.....................$ 47.42 18.96

GROUP 3.....................$ 36.66 16.88

GROUP 4.....................$ 36.66 16.88

GROUP 5.....................$ 83.96 16.88

GROUP 6.....................$ 40.23 16.88

GROUP 7.....................$ 41.23 16.88

GROUP 8.....................$ 37.66 16.88

GROUP 9.....................$ 44.23 16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting,

placing collars, setting, welding, or creosote treated

material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1 0-45 MILES FREE

ZONE 2 45-100 $4.00/PER HOUR

ZONE 3 OVER 100 MILES $6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main

Post Office of established residence of employee (Whichever

is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main

Post Office of established residence of employee (Whichever

is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of

established residence of employee (Whichever is closest to

the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main

Post Office of established residence of employee (Whichever

is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of

established residence of employee (Whichever is closest to

the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet $2.00 per foot

101-150 feet $3.00 per foot

151-220 feet $4.00 per foot

221 feet and deeper $5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet Free

26-300 feet $1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The

saturation diving rate applies when divers are under

pressure continuously until work task and decompression are

complete. the diver rate shall be paid for all saturation

hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications

within the diving crew (except dive supervisor) in a shift

are paid in the classification with the highest rate for

that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT

certification is required, shall be compensated at a

premium, in addition to the classification working in as

follows:

LEVEL D + $.25 per hour - This is the lowest level of

protection. No respirator is used and skin protection is

minimal.

LEVEL C + $.50 per hour - This level uses an air purifying

respirator or additional protective clothing.

LEVEL B + $.75 per hour - Uses same respirator protection as

Level A. Supplied air line is provided in conjunction with

a chemical ""splash suit"".

LEVEL A +$1.00 per hour - This level utilizes a fully

encapsulated suit with a self-contained breathing apparatus

or a supplied air line.

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CARP0770-003 06/01/2020

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:

CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

Rates Fringes

CARPENTER

CARPENTERS ON CREOSOTE

MATERIAL....................$ 47.02 18.02

CARPENTERS..................$ 46.92 18.02

DIVERS TENDER...............$ 51.89 18.02

DIVERS......................$ 100.78 18.02

MILLWRIGHT AND MACHINE

ERECTORS....................$ 48.42 18.02

PILEDRIVER, DRIVING,

PULLING, CUTTING, PLACING

COLLARS, SETTING, WELDING

OR CRESOTE TREATED

MATERIAL, ALL PILING........$ 47.17 18.02

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL

CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the

free zone computed from the city center of the following

listed cities:

Seattle Olympia Bellingham

Auburn Bremerton Anacortes

Renton Shelton Yakima

Aberdeen-Hoquiam Tacoma Wenatchee

Ellensburg Everett Port Angeles

Centralia Mount Vernon Sunnyside

Chelan Pt. Townsend

Zone Pay:

0 -25 radius miles Free

26-35 radius miles $1.00/hour

36-45 radius miles $1.15/hour

46-55 radius miles $1.35/hour

Over 55 radius miles $1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT

AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,

Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free

26-45 radius miles $ .70/hour

Over 45 radius miles $1.50/hour

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ELEC0046-001 01/01/2022

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

Rates Fringes

CABLE SPLICER....................$ 68.50 25.72

ELECTRICIAN......................$ 64.31 26.28

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\* ELEC0048-003 01/01/2022

CLARK, KLICKITAT AND SKAMANIA COUNTIES

Rates Fringes

CABLE SPLICER....................$ 44.22 21.50

ELECTRICIAN......................$ 44.23 21.00

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the

free zone computed from the city center of the following

listed cities:

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

Astoria

Zone Pay:

Zone 1: 31-50 miles $1.50/hour

Zone 2: 51-70 miles $3.50/hour

Zone 3: 71-90 miles $5.50/hour

Zone 4: Beyond 90 miles $9.00/hour

\*These are not miles driven. Zones are based on Delorrne

Street Atlas USA 2006 plus.

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ELEC0048-029 01/01/2022

COWLITZ AND WAHKIAKUM COUNTY

Rates Fringes

CABLE SPLICER....................$ 44.22 21.50

ELECTRICIAN......................$ 44.23 21.00

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ELEC0073-001 01/01/2022

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

COUNTIES

Rates Fringes

CABLE SPLICER....................$ 34.10 16.68

ELECTRICIAN......................$ 39.55 19.68

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ELEC0076-002 08/31/2021

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

COUNTIES

Rates Fringes

CABLE SPLICER....................$ 53.15 23.81

ELECTRICIAN......................$ 51.77 24.23

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ELEC0112-005 06/01/2021

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

WALLA, YAKIMA COUNTIES

Rates Fringes

CABLE SPLICER....................$ 52.50 23.01

ELECTRICIAN......................$ 50.00 22.93

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ELEC0191-003 06/01/2020

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

Rates Fringes

CABLE SPLICER....................$ 44.23 17.73

ELECTRICIAN......................$ 47.95 26.16

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ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

Rates Fringes

CABLE SPLICER....................$ 40.82 17.63

ELECTRICIAN......................$ 42.45 21.34

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\* ENGI0302-003 06/01/2022

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF

THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING,

KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN),

SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE

120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

Rates Fringes

POWER EQUIPMENT OPERATOR

Group 1A...................$ 54.20 24.47

Group 1AA..................$ 54.98 24.47

Group 1AAA.................$ 55.78 24.47

Group 1.....................$ 53.40 24.47

Group 2.....................$ 52.72 24.47

Group 3.....................$ 52.12 24.47

Group 4.....................$ 48.78 24.47

Zone Differential (Add to Zone 1 rates):

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

Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent,

Mount Vernon, Port Angeles, Port Townsend, Seattle,

Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom

(including jib with attachments)

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

(including jib with attachments); Tower crane over 175 ft

in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom

(including jib with attachments); Crane-overhead, bridge

type, 100 tons and over; Tower crane up to 175 ft in height

base to boom; Loaders-overhead, 8 yards and over; Shovels,

excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft

of boom (including jib with attachments); Crane-overhead,

bridge type, 45 tons thru 99 tons; Derricks on building

work; Excavator, shovel, backhoes over 3 yards and under 6

yards; Hard tail end dump articulating off-road equipment

45 yards and over; Loader- overhead 6 yards to, but not

including 8 yards; Mucking machine, mole, tunnel, drill

and/or shield; Quad 9, HD 41, D-10; Remote control operator

on rubber tired earth moving equipment; Rollagon;

Scrapers-self propelled 45 yards and over; Slipform pavers;

Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-

Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with

attachments; Crane-overhead, bridge type-20 tons through 44

tons; Chipper; Concrete Pump-truck mount with boom

attachment; Crusher; Deck Engineer/Deck Winches (power);

Drilling machine; Excavator, shovel, backhoe-3yards and

under; Finishing Machine, Bidwell, Gamaco and similar

equipment; Guardrail punch; Horizontal/directional drill

operator; Loaders-overhead under 6 yards; Loaders-plant

feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant;

Motor patrol graders-finishing; Piledriver (other than

crane mount); Roto-mill,roto-grinder; Screedman, spreader,

topside operator-Blaw Knox, Cedar Rapids, Jaeger,

Caterpillar, Barbar Green; Scraper-self propelled, hard

tail end dump, articulating off-road equipment-under 45

yards; Subgrade trimmer; Tractors, backhoes-over 75 hp;

Transfer material service machine-shuttle buggy, blaw

knox-roadtec; Truck crane oiler/driver-100 tons and over;

Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments;

A-frame crane over 10 tons; Drill oilers-auger type, truck

or crane mount; Dozers-D-9 and under; Forklift-3000 lbs.

and over with attachments; Horizontal/directional drill

locator; Outside hoists-(elevators and manlifts), air

tuggers, strato tower bucket elevators; Hydralifts/boom

trucks over 10 tons; Loader-elevating type, belt; Motor

patrol grader-nonfinishing; Plant oiler- asphalt, crusher;

Pumps-concrete; Roller, plant mix or multi-lift materials;

Saws-concrete; Scrpers-concrete and carry-all; Service

engineer-equipment; Trenching machines; Truck Crane

Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and

under

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

Concrete finish mahine-laser screed; Cranes-A frame-10 tons

and under; Elevator and Manlift-permanent or shaft type;

Gradechecker, Stakehop; Forklifts under 3000 lbs. with

attachments; Hydralifts/boom trucks, 10 tons and under; Oil

distributors, blower distribution and mulch seeding

operator; Pavement breaker; Posthole digger, mechanical;

Power plant; Pumps, water; Rigger and Bellman; Roller-other

than plant mix; Wheel Tractors, farmall type;

Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working

inside a federally designated hazardous perimeter shall be

elgible for compensation in accordance with the following

group schedule relative to the level of hazardous waste as

outlined in the specific hazardous waste project site

safety plan.

H-1 Base wage rate when on a hazardous waste site when not

outfitted with protective clothing

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

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

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

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ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN),

COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY,

FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH

MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN

AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....................$ 29.76 20.65

GROUP 2.....................$ 30.08 20.65

GROUP 3.....................$ 30.69 20.65

GROUP 4.....................$ 30.85 20.65

GROUP 5.....................$ 31.01 20.65

GROUP 6.....................$ 31.21 20.65

GROUP 7.....................$ 31.56 20.65

GROUP 8.....................$ 32.66 20.65

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

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

Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,

Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors

(under 2000 CFM, gas, diesel, or electric power); Deck

Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher,

Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine;

Pumpman; Rollers, all types on subgrade, including seal and

chip coatings (farm type, Case, John Deere & similar, or

Compacting Vibrator), except when pulled by Dozer with

operable blade; Welding Machine; Crane Oiler-Driver (CLD

required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration

Plant (under 1000 ton); Assistant Plant Operator, Fireman

or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt

Finishing Machine; Blower Operator (cement); Cement Hog;

Compressor (2000 CFM or over, 2 or more, gas diesel or

electric power); Concrete Saw (multiple cut); Distributor

Leverman; Ditch Witch or similar; Elevator Hoisting

Materials; Dope Pots (power agitated); Fork Lift or Lumber

Stacker, hydra-lift & similar; Gin Trucks (pipeline);

Hoist, single drum; Loaders (bucket elevators and

conveyors); Longitudinal Float; Mixer (portable-concrete);

Pavement Breaker, Hydra-Hammer & similar; Power Broom;

Railroad Ballast Regulation Operator (self-propelled);

Railroad Power Tamper Operator (self-propelled); Railroad

Tamper Jack Operator (self-propelled; Spray Curing Machine

(concrete); Spreader Box (self-propelled); Straddle Buggy

(Ross & similar on construction job only); Tractor (Farm

type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant

Refrigeration Plant & Chiller Operator (over 1000 ton);

Backfillers (Cleveland & similar); Batch Plant & Wet Mix

Operator, single unit (concrete); Belt-Crete Conveyors with

power pack or similar; Belt Loader (Kocal or similar);

Bending Machine; Bob Cat (Skid Steer); Boring Machine

(earth); Boring Machine (rock under 8 inch bit) (Quarry

Master, Joy or similar); Bump Cutter (Wayne, Saginau or

similar); Canal Lining Machine (concrete); Chipper (without

crane); Cleaning & Doping Machine (pipeline); Deck

Engineer; Elevating Belt-type Loader (Euclid, Barber Green

& similar); Elevating Grader-type Loader (Dumor, Adams or

similar); Generator Plant Engineers (diesel or electric);

Gunnite Combination Mixer & Compressor; Locomotive

Engineer; Mixermobile; Mucking Machine; Posthole Auger or

Punch; Pump (grout or jet); Soil Stabilizer (P & H or

similar); Spreader Machine; Dozer/Tractor (up to D-6 or

equivalent) and Traxcavator; Traverse Finish Machine;

Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-

crete, Whitman & similar); Curb Extruder (asphalt or

concrete); Drills (churn, core, calyx or diamond);

Equipment Serviceman; Greaser & Oiler; Hoist (2 or more

drums or Tower Hoist); Loaders (overhead & front-end, under

4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton);

Rubber-tired Skidders (R/T with or without attachments);

Surface Heater & Plant Machine; Trenching Machines (under 7

ft. depth capacity); Turnhead (with re-screening); Vacuum

Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under

3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes

(25 tons & under), all attachments including clamshell,

dragline; Derricks & Stifflegs (under 65 tons); Drilling

Equipment(8 inch bit & over) (Robbins, reverse circulation

& similar); Hoe Ram; Piledriving Engineers; Paving (dual

drum); Railroad Track Liner Operaotr (self-propelled);

Refrigeration Plant Engineer (1000 tons & over); Signalman

(Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches

& Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade

wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes

& Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units);

Batch & Wet Mix Operator (multiple units, 2 & incl. 4);

Blade Operator (motor patrol & attachments); Cable

Controller (dispatcher); Compactor (self-propelled with

blade); Concrete Pump Boom Truck; Concrete Slip Form Paver;

Cranes (over 25 tons, to and including 45 tons), all

attachments including clamshell, dragline; Crusher, Grizzle

& Screening Plant Operator; Dozer, 834 R/T & similar; Drill

Doctor; Loader Operator (front-end & overhead, 4 yds. incl.

8 yds.); Multiple Dozer Units with single blade; Paving

Machine (asphalt and concrete); Quad-Track or similar

equipment; Rollerman (finishing asphalt pavement); Roto

Mill (pavement grinder); Scrapers, all, rubber-tired;

Screed Operator; Shovel(under 3 yds.); Trenching Machines

(7 ft. depth & over); Tug Boat Operator Vactor guzzler,

super sucker; Lime Batch Tank Operator (REcycle Train);

Lime Brain Operator (Recycle Train); Mobile Crusher

Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds

& over); Blade (finish & bluetop) Automatic, CMI, ABC,

Finish Athey & Huber & similar when used as automatic;

Cableway Operators; Concrete Cleaning/Decontamination

machine operator; Cranes (over 45 tons to but not including

85 tons), all attachments including clamshell and dragine;

Derricks & Stiffleys (65 tons & over); Elevating Belt

(Holland type); Heavy equipment robotics operator; Loader

(360 degrees revolving Koehring Scooper or similar);

Loaders (overhead & front-end, over 8 yds. to 10 yds.);

Rubber-tired Scrapers (multiple engine with three or more

scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads,

ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform

Trailers (Goldhofer, Shaurerly andSimilar); Ultra High

Pressure Wateriet Cutting Tool System Operator (30,000

psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing,

overhead,rail and tower), all attachments including

clamshell, dragline; Loaders (overhead and front-end, 10

yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft $ .50 over scale

Over 250 ft $ .80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they

shall be measured from the base of the Tower to the point

of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air

shall receive $1.00 an hour above classification.

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ENGI0612-001 06/01/2020

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH

GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS.

ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1A...................$ 49.50 22.47

GROUP 1AA..................$ 50.22 22.47

GROUP 1AAA.................$ 50.94 22.47

GROUP 1.....................$ 48.77 22.47

GROUP 2.....................$ 48.15 22.47

GROUP 3.....................$ 47.60 22.47

GROUP 4.....................$ 44.55 22.47

Zone Differential (Add to Zone 1 rates):

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

Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom

(including jib with attachments)

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

(including jib with attachments; Tower crane over 175 ft in

height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom

(including jib with attachments); Crane-overhead, bridge

type, 100 tons and over; Tower crane up to 175 ft in height

base to boom; Loaders-overhead, 8 yards and over; Shovels,

excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft

of boom (including jib with attachments); Crane-overhead,

bridge type, 45 tons thru 99 tons; Derricks on building

work; Excavator, shovel, backhoes over 3 yards and under 6

yards; Hard tail end dump articulating off-road equipment

45 yards and over; Loader- overhead, 6 yards to, but not

including, 8 yards; Mucking machine, mole, tunnel, drill

and/or shield; Quad 9 HD 41, D-10; Remote control operator

on rubber tired earth moving equipment; Rollagon; Scrapers-

self-propelled 45 yards and over; Slipform pavers;

Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-

concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with

attachments; Crane-Overhead, bridge type, 20 tons through

44 tons; Chipper; Concrete pump-truck mount with boom

attachment; Crusher; Deck engineer/deck winches (power);

Drilling machine; Excavator, shovel, backhoe-3 yards and

under; Finishing machine, Bidwell, Gamaco and similar

equipment; Guardrail punch; Loaders, overhead under 6

yards; Loaders-plant feed; Locomotives-all; Mechanics- all;

Mixers, asphalt plant; Motor patrol graders, finishing;

Piledriver (other than crane mount); Roto-mill, roto-

grinder; Screedman, spreader, topside operator-Blaw Knox,

Cedar Rapids, Jaeger, Caterpillar, Barbar Green;

Scraper-self- propelled, hard tail end dump, articulating

off-road equipment- under 45 yards; Subgrader trimmer;

Tractors, backhoe over 75 hp; Transfer material service

machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane

oiler/driver-100 tons and over; Truck Mount Portable

Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments;

Crane-A-frame over 10 tons; Drill oilers-auger type, truck

or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and

over with attachments; Horizontal/directional drill

locator; Outside Hoists-(elevators and manlifts), air

tuggers, strato tower bucket elevators; Hydralifts/boom

trucks over 10 tons; Loaders-elevating type, belt; Motor

patrol grader-nonfinishing; Plant oiler- asphalt, crusher;

Pump-Concrete; Roller, plant mix or multi-lfit materials;

Saws-concrete; Scrapers, concrete and carry all; Service

engineers-equipment; Trenching machines; Truck crane

oiler/driver under 100 tons; Tractors, backhoe under 75 hp

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

Concrete Finish Machine-laser screed; Cranes A-frame 10

tons and under; Elevator and manlift (permanent and shaft

type); Forklifts-under 3000 lbs. with attachments;

Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and

under; Oil distributors, blower distribution and mulch

seeding operator; Pavement breaker; Posthole

digger-mechanical; Power plant; Pumps-water; Rigger and

Bellman; Roller-other than plant mix; Wheel Tractors,

farmall type; Shotcrete/gunite equipment operator

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

1. Projects involving work on structures such as buildings

and bridges whose total value is less than $1.5 million

excluding mechanical, electrical, and utility portions of

the contract.

2. Projects of less than $1 million where no building is

involved. Surfacing and paving included, but utilities

excluded.

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

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all

craft classifications subject to working inside a federally

designated hazardous perimeter shall be elgible for

compensation in accordance with the following group

schedule relative to the level of hazardous waste as

outlined in the specific hazardous waste project site

safety plan.

H-1 Base wage rate when on a hazardous waste site when not

outfitted with protective clothing, Class ""D"" Suit - Base

wage rate plus $ .50 per hour.

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

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

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

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ENGI0612-012 06/01/2020

LEWIS, PACIFIC (portion lying north of a parallel line

extending west from the northern boundary of Wahkaikum County

to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH

GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS.

ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1A...................$ 48.41 22.47

GROUP 1AA..................$ 49.13 22.47

GROUP 1AAA.................$ 49.83 22.47

GROUP 1.....................$ 47.70 22.47

GROUP 2.....................$ 47.08 22.47

GROUP 3.....................$ 46.55 22.47

GROUP 4.....................$ 43.54 22.47

Zone Differential (Add to Zone 1 rates):

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

Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom

(including jib with attachments)

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

(including jib with attachments; Tower crane over 175 ft in

height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom

(including jib with attachments); Crane-overhead, bridge

type, 100 tons and over; Tower crane up to 175 ft in height

base to boom; Loaders-overhead, 8 yards and over; Shovels,

excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft

of boom (including jib with attachments); Crane-overhead,

bridge type, 45 tons thru 99 tons; Derricks on building

work; Excavator, shovel, backhoes over 3 yards and under 6

yards; Hard tail end dump articulating off-road equipment

45 yards and over; Loader- overhead, 6 yards to, but not

including, 8 yards; Mucking machine, mole, tunnel, drill

and/or shield; Quad 9 HD 41, D-10; Remote control operator

on rubber tired earth moving equipment; Rollagon; Scrapers-

self-propelled 45 yards and over; Slipform pavers;

Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-

concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with

attachments; Crane-Overhead, bridge type, 20 tons through

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attachment; Crusher; Deck engineer/deck winches (power);

Drilling machine; Excavator, shovel, backhoe-3 yards and

under; Finishing machine, Bidwell, Gamaco and similar

equipment; Guardrail punch; Loaders, overhead under 6

yards; Loaders-plant feed; Locomotives-all; Mechanics- all;

Mixers, asphalt plant; Motor patrol graders, finishing;

Piledriver (other than crane mount); Roto-mill, roto-

grinder; Screedman, spreader, topside operator-Blaw Knox,

Cedar Rapids, Jaeger, Caterpillar, Barbar Green;

Scraper-self- propelled, hard tail end dump, articulating

off-road equipment- under 45 yards; Subgrader trimmer;

Tractors, backhoe over 75 hp; Transfer material service

machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane

oiler/driver-100 tons and over; Truck Mount Portable

Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments;

Crane-A-frame over 10 tons; Drill oilers-auger type, truck

or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and

over with attachments; Horizontal/directional drill

locator; Outside Hoists-(elevators and manlifts), air

tuggers, strato tower bucket elevators; Hydralifts/boom

trucks over 10 tons; Loaders-elevating type, belt; Motor

patrol grader-nonfinishing; Plant oiler- asphalt, crusher;

Pump-Concrete; Roller, plant mix or multi-lfit materials;

Saws-concrete; Scrapers, concrete and carry all; Service

engineers-equipment; Trenching machines; Truck crane

oiler/driver under 100 tons; Tractors, backhoe under 75 hp

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

Concrete Finish Machine-laser screed; Cranes A-frame 10

tons and under; Elevator and manlift (permanent and shaft

type); Forklifts-under 3000 lbs. with attachments;

Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and

under; Oil distributors, blower distribution and mulch

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digger-mechanical; Power plant; Pumps-water; Rigger and

Bellman; Roller-other than plant mix; Wheel Tractors,

farmall type; Shotcrete/gunite equipment operator

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

1. Projects involving work on structures such as buildings

and bridges whose total value is less than $1.5 million

excluding mechanical, electrical, and utility portions of

the contract.

2. Projects of less than $1 million where no building is

involved. Surfacing and paving included, but utilities

excluded.

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craft classifications subject to working inside a federally

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compensation in accordance with the following group

schedule relative to the level of hazardous waste as

outlined in the specific hazardous waste project site

safety plan.

H-1 Base wage rate when on a hazardous waste site when not

outfitted with protective clothing, Class ""D"" Suit - Base

wage rate plus $ .50 per hour.

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

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

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

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ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND

WAHKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....................$ 41.65 14.35

GROUP 1A....................$ 43.73 14.35

GROUP 1B....................$ 45.82 14.35

GROUP 2.....................$ 39.74 14.35

GROUP 3.....................$ 38.59 14.35

GROUP 4.....................$ 37.51 14.35

GROUP 5.....................$ 36.27 14.35

GROUP 6.....................$ 33.05 14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - $3.00

Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH;

CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;

CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS

INDICATED:

All jobs or projects located in Multnomah, Clackamas and

Marion Counties, West of the western boundary of Mt. Hood

National Forest and West of Mile Post 30 on Interstate 84

and West of Mile Post 30 on State Highway 26 and West of

Mile Post 30 on Highway 22 and all jobs or projects located

in Yamhill County, Washington County and Columbia County

and all jobs or porjects located in Clark & Cowlitz County,

Washington except that portion of Cowlitz County in the Mt.

St. Helens ""Blast Zone"" shall receive Zone I pay for all

classifications.

All jobs or projects located in the area outside the

identified boundary above, but less than 50 miles from the

Portland City Hall shall receive Zone II pay for all

classifications.

All jobs or projects located more than 50 miles from the

Portland City Hall, but outside the identified border

above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;

GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the

respective city hall of the above mentioned cities shall

receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than

50 miles from the respective city hall of the above

mentioned cities shall receive Zone II pay for all

classifications.

All jobs or projects located more than 50 miles from the

respective city hall of the above mentioned cities shall

receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plan and or Wet mix three (3) units or more;

Crane, Floating one hundred and fifty (150) ton but less

than two hundred and fifty (250) ton; Crane, two hundred

(200) ton through two hundred ninety nine (299) ton with

two hundred foot (200') boom or less (including jib,

inserts and/or attachments); Crane, ninety (90) ton through

one hundred ninety nine (199) ton with over two hundred

(200') boom Including jib, inserts and/or attachments);

Crane, Tower Crane with one hundred seventy five foot

(175') tower or less and with less than two hundred foot

(200') jib; Crane, Whirley ninety (90) ton and over;

Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane,

two hundred (200) ton through two hundred ninety nine

(299) ton, with over two hundred foot (200') boom

(including jib, inserts and/or attachments); Crane, three

hundred (300) ton through three hundred ninety nine (399)

ton; Crane, Tower Crane with over one hundred seventy five

foot (175') tower or over two hundred foot (200') jib;

Crane, tower Crane on rail system or 2nd tower or more in

work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety

nine (399) ton, with over two hundred foot (200') boom

(including jib, inserts and/or attachments); Floating

crane, three hundred fifty (350) ton and over; Crane, four

hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement

profiler eight foot (8') lateral cut and over; Auto Grader

or ""Trimmer""; Blade, Robotic; Bulldozer, Robotic Equipment

(any type); Bulldozer, over one hundred twenty thousand

(120,000) lbs. and above; Concrete Batch Plant and/or Wet

Mix one (1) and two (2) drum; Concrete Diamond Head

Profiler; Canal Trimmer; Concrete, Automatic Slip Form

Paver (Assistant to the Operator required); Crane, Boom

Truck fifty (50) ton and with over one hundred fifty foot

(150') boom and over; Crane, Floating (derrick barge)

thirty (30) ton but less than one hundred fifty (150) ton;

Crane, Cableway twenty-five (25) ton and over; Crane,

Floating Clamshell three (3) cu. Yds. And over; Crane,

ninety (90) ton through one hundred ninety nine (199) ton

up to and including two hundred foot (200') of boom

(including jib inserts and/or attachments); Crane, fifty

(50) ton through eighty nine (89) ton with over one hundred

fifty foot (150') boom (including jib inserts and/or

attachments); Crane, Whirley under ninety (90) ton; Crusher

Plant; Excavator over one hundred thirty thousand (130,000)

lbs.; Loader one hundred twenty thousand (120,000) lbs. and

above; Remote Controlled Earth Moving Equipment; Shovel,

Dragline, Clamshell, five (5) cu. Yds. And over; Underwater

Equipment remote or otherwise, when used in construction

work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and

including one hundred twenty thousand (120,000) lbs.;

Crane, Boom Truck fifty (50) ton and over with less than

one hundred fifty foot (150') boom; Crane, fifty (50) ton

through eighty nine (89) ton with one hundred fifty foot

(150') boom or less (including jib inserts and/or

attachments); Crane, Shovel, Dragline or Clamshell three

(3) cu. yds. but less than five (5) cu. Yds.; Excavator

over eighty thousand (80,000) lbs. through one hundred

thirty thousand (130,000) lbs.; Loader sixty thousand

(60,000) lbs. and less than one hundred twenty thousand

(120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement

profiler, under eight foot (8') lateral cut; Asphalt,

Material Transfer Vehicle Operator; Back Filling Machine;

Backhoe, Robotic, track and wheel type up to and including

twenty thousand (20,000) lbs. with any attachments; Blade

(any type); Boatman; Boring Machine; Bulldozer over twenty

thousand (20,000) lbs. and more than one hundred (100)

horse up to seventy thousand (70,000) lbs.; Cable-Plow (any

type); Cableway up to twenty five (25) ton; Cat Drill (John

Henry); Chippers; Compactor, multi-engine; Compactor,

Robotic; Compactor with blade self-propelled; Concrete,

Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile;

Concrete, Paving Road Mixer; Concrete, Reinforced Tank

Banding Machine; Crane, Boom Truck twenty (20) ton and

under fifty (50) ton; Crane, Bridge Locomotive, Gantry and

Overhead; Crane, Carry Deck; Crane, Chicago Boom and

similar types; Crane, Derrick Operator, under one hundred

(100) ton; Crane, Floating Clamshell, Dragline, etc.

Operator, under three (3) cu. yds. Or less than thirty (30)

ton; Crane, under fifty (50) ton; Crane, Quick Tower under

one hundred foot (100') in height and less than one hundred

fifty foot (150') jib (on rail included); Diesel-Electric

Engineer (Plant or Floating); Directional Drill over twenty

thousand (20,000) lbs. pullback; Drill Cat Operator; Drill

Doctor and/or Bit Grinder; Driller, Percussion, Diamond,

Core, Cable, Rotary and similar type; Excavator Operator

over twenty thousand (20,000) lbs. through eighty thousand

(80,000) lbs.; Generator Operator; Grade-all; Guardrail

Machines, i.e. punch, auger, etc.; Hammer Operator

(Piledriver); Hoist, stiff leg, guy derrick or similar

type, fifty (50) ton and over; Hoist, two (2) drums or

more; Hydro Axe (loader mounted or similar type); Jack

Operator, Elevating Barges, Barge Operator, self-unloading;

Loader Operator, front end and overhead, twenty five

thousand (25,000) lbs. and less than sixty thousand

(60,000) lbs.; Log Skidders; Piledriver Operator (not crane

type); Pipe, Bending, Cleaning, Doping and Wrapping

Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired

Dozers and Pushers; Scraper, all types; Side-Boom; Skip

Loader, Drag Box; Strump Grinder (loader mounted or similar

type); Surface Heater and Planer; Tractor, rubber-tired,

over fifty (50) HP Flywheel; Trenching Machine three foot

(3') depth and deeper; Tub Grinder (used for wood debris);

Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine;

Ultra High Pressure Water Jet Cutting Tool System Operator;

Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt

mix); Asphalt, Roto-Mill pavement profiler ground man;

Bulldozer, twenty thousand (20,000) lbs. or less, or one

hundred (100) horse or less; Cement Pump; Chip Spreading

Machine; Churn Drill and Earth Boring Machine; Compactor,

self-propelled without blade; Compressor, (any power) one

thousand two hundred fifty (1,250) cu. ft. and over, total

capacity; Concrete, Batch Plant Quality control; Concrete,

Combination Mixer and compressor operator, gunite work;

Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb

and Gutter; Concrete, Finishing Machine; Concrete, Grouting

Machine; Concrete, Internal Full Slab Vibrator Operator;

Concrete, Joint Machine; Concrete, Mixer single drum, any

capacity; Concrete, Paving Machine eight foot (8') or less;

Concrete, Planer; Concrete, Pump; Concrete, Pump Truck;

Concrete, Pumpcrete Operator (any type); Concrete, Slip

Form Pumps, power driven hydraulic lifting device for

concrete forms; Conveyored Material Hauler; Crane, Boom

Truck under twenty (20) tons; Crane, Boom Type lifting

device, five (5) ton capacity or less; Drill, Directional

type less than twenty thousand (20,000) lbs. pullback; Fork

Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist

Operator, single drum; Hydraulic Backhoe track type up to

and including twenty thousand (20,000) lbs.; Hydraulic

Backhoe wheel type (any make); Laser Screed; Loaders,

rubber-tired type, less than twenty five thousand (25,000)

lbs.; Pavement Grinder and/or Grooving Machine (riding

type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer

or similar types; Pump Operator, more than five (5) pumps

(any size); Rail, Ballast Compactor, Regulator, or Tamper

machines; Service Oiler (Greaser); Sweeper Self-Propelled;

Tractor, Rubber-Tired, fifty (50) HP flywheel and under;

Trenching Machine Operator, maximum digging capacity three

foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power

Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck

Mounted Asphalt Spreader, with Screed; Auger Oiler;

Boatman; Bobcat, skid steed (less than one (1) yard);

Broom, self-propelled; Compressor Operator (any power)

under 1,250 cu. ft. total capacity; Concrete Curing Machine

(riding type); Concrete Saw; Conveyor Operator or

Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler;

Deckhand; Drill, Directional Locator; Fork Lift; Grade

Checker; Guardrail Punch Oiler; Hydrographic Seeder

Machine, straw, pulp or seed; Hydrostatic Pump Operator;

Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump

(any power); Rail, Brakeman, Switchman, Motorman; Rail,

Tamping Machine, mechanical, self-propelled; Rigger; Roller

grading (not asphalt); Truck, Crane Oiler-Driver

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IRON0014-005 07/01/2021

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,

GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,

STEVENS, WALLA WALLA AND WHITMAN COUNTIES

Rates Fringes

IRONWORKER.......................$ 35.55 30.36

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IRON0029-002 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM

COUNTIES

Rates Fringes

IRONWORKER.......................$ 39.10 29.75

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IRON0086-002 01/03/2022

YAKIMA, KITTITAS AND CHELAN COUNTIES

Rates Fringes

IRONWORKER.......................$ 36.19 30.70

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IRON0086-004 07/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,

MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

Rates Fringes

IRONWORKER.......................$ 43.95 31.00

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LABO0238-004 06/01/2021

PASCO AREA: ADAMS, BENTON, COLUMBIA,DOUGLAS (East of 120th

Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

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

STEVENS & WHITMAN COUNTIES

Rates Fringes

LABORER (PASCO)

GROUP 1.....................$ 26.69 13.65

GROUP 2.....................$ 28.79 13.65

GROUP 3.....................$ 29.06 13.65

GROUP 4.....................$ 29.33 13.65

GROUP 5.....................$ 29.61 13.65

LABORER (SPOKANE)

GROUP 1.....................$ 27.34 15.35

GROUP 2.....................$ 29.44 15.35

GROUP 3.....................$ 29.71 15.35

GROUP 4.....................$ 29.98 15.35

GROUP 5.....................$ 30.26 15.35

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

BASE POINTS: Spokane, Pasco, Lewiston

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

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic

Control Maintenance Laborer (to include erection and

maintenance of barricades, signs and relief of flagperson);

Window Washer/Cleaner (detail cleanup, such as, but not

limited to cleaning floors, ceilings, walls, windows, etc.

prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder;

Carpenter Tender; Cement Handler; Clean-up Laborer;

Concrete Crewman (to include stripping of forms, hand

operating jacks on slip form construction, application of

concrete curing compounds, pumpcrete machine, signaling,

handling the nozzle of squeezcrete or similar machine,6

inches and smaller); Confined Space Attendant; Concrete

Signalman; Crusher Feeder; Demolition (to include clean-up,

burning, loading, wrecking and salvage of all material);

Dumpman; Fence Erector; Firewatch; Form Cleaning Machine

Feeder, Stacker; General Laborer; Grout Machine Header

Tender; Guard Rail (to include guard rails, guide and

reference posts, sign posts, and right-of-way markers);

Hazardous Waste Worker, Level D (no respirator is used and

skin protection is minimal); Miner, Class ""A"" (to include

all bull gang, concrete crewman, dumpman and pumpcrete

crewman, including distributing pipe, assembly & dismantle,

and nipper); Nipper; Riprap Man; Sandblast Tailhoseman;

Scaffold Erector (wood or steel); Stake Jumper; Structural

Mover (to include separating foundation, preparation,

cribbing, shoring, jacking and unloading of structures);

Tailhoseman (water nozzle); Timber Bucker and Faller (by

hand); Track Laborer (RR); Truck Loader; Well-Point Man;

All Other Work Classifications Not Specially Listed Shall

Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender;

Concrete Saw, walking; Demolition Torch; Dope Pot Firemen,

non-mechanical; Driller Tender (when required to move and

position machine); Form Setter, Paving; Grade Checker using

level; Hazardous Waste Worker, Level C (uses a chemical

""splash suit"" and air purifying respirator); Jackhammer

Operator; Miner, Class ""B"" (to include brakeman, finisher,

vibrator, form setter); Nozzleman (to include squeeze and

flo-crete nozzle); Nozzleman, water, air or steam; Pavement

Breaker (under 90 lbs.); Pipelayer, corrugated metal

culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy

Operator; Power Tool Operator, gas, electric, pneumatic;

Railroad Equipment, power driven, except dual mobile power

spiker or puller; Railroad Power Spiker or Puller, dual

mobile; Rodder and Spreader; Tamper (to include operation

of Barco, Essex and similar tampers); Trencher, Shawnee;

Tugger Operator; Wagon Drills; Water Pipe Liner;

Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Aspahlt Raker;Brush

Machine (to include horizontal construction joint cleanup

brush machine, power propelled); Caisson Worker, free air;

Chain Saw Operator and Faller; Concrete Stack (to include

laborers when laborers working on free standing concrete

stacks for smoke or fume control above 40 feet high);

Gunite (to include operation of machine and nozzle);

Hazardous Waste Worker, Level B (uses same respirator

protection as Level A. A supplied air line is provided in

conjunction with a chemical ""splash suit""); High Scaler;

Laser Beam Operator (to include grade checker and elevation

control); Miner, Class C (to include miner, nozzleman for

concrete, laser beam operator and rigger on tunnels);

Monitor Operator (air track or similar mounting); Mortar

Mixer; Nozzleman (to include jet blasting nozzleman, over

1,200 lbs., jet blast machine power propelled, sandblast

nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to

include working topman, caulker, collarman, jointer,

mortarman, rigger, jacker, shorer, valve or meter

installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker,

Level A (utilizes a fully encapsulated suit with a

self-contained breathing apparatus or a supplied air line);

Miner Class ""D"", (to include raise and shaft miner, laser

beam operator on riases and shafts)

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LABO0238-006 06/01/2021

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON,

CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT,

LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA,

WHITMAN

Rates Fringes

Hod Carrier......................$ 30.00 13.50

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LABO0242-003 06/01/2021

KING COUNTY

Rates Fringes

LABORER

GROUP 1.....................$ 28.75 13.29

GROUP 2A....................$ 32.96 13.29

GROUP 3.....................$ 41.29 13.29

GROUP 4.....................$ 42.29 13.29

GROUP 5.....................$ 42.98 13.29

Group 6.....................$ 43.98 13.29

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,

TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.

TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 but less than 45 radius miles from the

respective city hall

ZONE 3 - More than 45 radius miles from the respective city

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - $1.00

ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 radius miles from the respective city

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window

Washer/Cleaner (detail clean-up, such as but not limited to

cleaning floors, ceilings, walls, windows, etc., prior to

final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer;

Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating

Screed; Asbestos Abatement Laborer; Ballast Regulator

Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter

Tender; Cement Finisher Tender; Change House or Dry Shack;

Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;

Clean-up Laborer; Concrete Form Stripper; Curing Laborer;

Demolition (wrecking and moving including charred

material); Ditch Digger; Dump Person; Fine Graders;

Firewatch; Form Setter; Gabian Basket Builders; Grout

Machine Tender; Grinders; Guardrail Erector; Hazardous

Waste Worker (Level C: uses a chemical ""splash suit"" and

air purifying respirator); Maintenance Person; Material

Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale

Person; Sloper Sprayer; Signal Person; Stock Piler; Stake

Hopper; Toolroom Man (at job site); Topper-Tailer; Track

Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.);

Clary Power Spreader; Concrete Dumper/Chute Operator;

Concrete Saw Operator; Drill Operator (hydraulic, diamond,

aiartrac); Faller and Bucker Chain Saw; Grade Checker and

Transit Person; Groutmen (pressure) including post tension

beams; Hazardous Waste Worker (Level B: uses same

respirator protection as Level A. A supplied air line is

provided in conjunction with a chemical ""splash suit"");

High Scaler; Jackhammer; Laserbeam Operator; Manhole

Builder-Mudman; Nozzleman (concrete pump, green cutter when

using combination of high pressure air and water on

concrete and rock, sandblast, gunite, shotcrete, water

blaster, vacuum blaster); Pavement Breaker; Pipe Layer and

Caulker; Pipe Pot Tender; Pipe Reliner (not insert type);

Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power;

Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft);

Spreader (concrete); Tamper and Similar electric, air and

glas operated tool; Timber Person-sewer (lagger shorer and

cribber); Track Liner Power; Tugger Operator; Vibrator;

Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman;

Re-Timberman; Hazardous Waste Worker (Level A: utilizes a

fully encapsulated suit with a self-contained breathing

apparatus or a supplied air line).

Group 6: Miner

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LABO0252-010 06/10/2021

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC

(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

Rates Fringes

LABORER

GROUP 1.....................$ 28.75 13.19

GROUP 2.....................$ 32.96 13.19

GROUP 3.....................$ 41.29 13.19

GROUP 4.....................$ 42.29 13.19

GROUP 5.....................$ 42.98 13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,

TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.

TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 but less than 45 radius miles from the

respective city hall

ZONE 3 - More than 45 radius miles from the respective city

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - $1.00

ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 radius miles from the respective city

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window

Washer/Cleaner (detail clean-up, such as but not limited to

cleaning floors, ceilings, walls, windows, etc., prior to

final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;

Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating

Screed; Asbestos Abatement Laborer; Ballast Regulator

Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter

Tender; Cement Finisher Tender; Change House or Dry Shack;

Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;

Clean-up Laborer; Concrete Form Stripper; Curing Laborer;

Demolition (wrecking and moving including charred

material); Ditch Digger; Dump Person; Fine Graders;

Firewatch; Form Setter; Gabian Basket Builders; Grout

Machine Tender; Grinders; Guardrail Erector; Hazardous

Waste Worker (Level C: uses a chemical ""splash suit"" and

air purifying respirator); Maintenance Person; Material

Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale

Person; Sloper Sprayer; Signal Person; Stock Piler; Stake

Hopper; Toolroom Man (at job site); Topper-Tailer; Track

Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.);

Clary Power Spreader; Concrete Dumper/Chute Operator;

Concrete Saw Operator; Drill Operator (hydraulic, diamond,

aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure)

including post tension beams; Hazardous Waste Worker (Level

B: uses same respirator protection as Level A. A supplied

air line is provided in conjunction with a chemical ""splash

suit""); Jackhammer; Laserbeam Operator; Manhole

Builder-Mudman; Nozzleman (concrete pump, green cutter when

using combination of high pressure air and water on

concrete and rock, sandblast, gunite, shotcrete, water

blaster, vacuum blaster); Pavement Breaker; Pipe Layer and

Caulker; Pipe Pot Tender; Pipe Reliner (not insert type);

Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power;

Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft);

Spreader (concrete); Tamper and Similar electric, air and

glas operated tool; Timber Person-sewer (lagger shorer and

cribber); Track Liner Power; Tugger Operator; Vibrator;

Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier;

Grade Checker and Transit Person; High Scaler; Powderman;

Re-Timberman; Hazardous Waste Worker (Level A: utilizes a

fully encapsulated suit with a self-contained breathing

apparatus or a supplied air line).

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LABO0292-008 06/01/2021

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

Rates Fringes

LABORER

GROUP 1.....................$ 28.75 13.19

GROUP 2.....................$ 32.96 13.19

GROUP 3.....................$ 41.29 13.19

GROUP 4.....................$ 42.29 13.19

GROUP 5.....................$ 42.98 13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,

TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.

TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 but less than 45 radius miles from the

respective city hall

ZONE 3 - More than 45 radius miles from the respective city

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - $1.00

ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 radius miles from the respective city

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window

Washer/Cleaner (detail clean-up, such as but not limited to

cleaning floors, ceilings, walls, windows, etc., prior to

final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;

Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating

Screed; Asbestos Abatement Laborer; Ballast Regulator

Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter

Tender; Cement Finisher Tender; Change House or Dry Shack;

Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;

Clean-up Laborer; Concrete Form Stripper; Curing Laborer;

Demolition (wrecking and moving including charred

material); Ditch Digger; Dump Person; Fine Graders;

Firewatch; Form Setter; Gabian Basket Builders; Grout

Machine Tender; Grinders; Guardrail Erector; Hazardous

Waste Worker (Level C: uses a chemical ""splash suit"" and

air purifying respirator); Maintenance Person; Material

Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale

Person; Sloper Sprayer; Signal Person; Stock Piler; Stake

Hopper; Toolroom Man (at job site); Topper-Tailer; Track

Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.);

Clary Power Spreader; Concrete Dumper/Chute Operator;

Concrete Saw Operator; Drill Operator (hydraulic, diamond,

aiartrac); Faller and Bucker Chain Saw; Grade Checker and

Transit Person; Groutmen (pressure) including post tension

beams; Hazardous Waste Worker (Level B: uses same

respirator protection as Level A. A supplied air line is

provided in conjunction with a chemical ""splash suit"");

High Scaler; Jackhammer; Laserbeam Operator; Manhole

Builder-Mudman; Nozzleman (concrete pump, green cutter when

using combination of high pressure air and water on

concrete and rock, sandblast, gunite, shotcrete, water

blaster, vacuum blaster); Pavement Breaker; Pipe Layer and

Caulker; Pipe Pot Tender; Pipe Reliner (not insert type);

Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power;

Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft);

Spreader (concrete); Tamper and Similar electric, air and

glas operated tool; Timber Person-sewer (lagger shorer and

cribber); Track Liner Power; Tugger Operator; Vibrator;

Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier;

Powderman; Re-Timberman; Hazardous Waste Worker (Level A:

utilizes a fully encapsulated suit with a self-contained

breathing apparatus or a supplied air line).

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LABO0335-001 06/01/2021

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE

MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY

WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

Rates Fringes

Laborers:

ZONE 1:

GROUP 1....................$ 36.59 13.19

GROUP 2....................$ 37.34 13.19

GROUP 3....................$ 37.91 13.19

GROUP 4....................$ 38.39 13.19

GROUP 5....................$ 33.47 13.19

GROUP 6....................$ 30.43 13.19

GROUP 7....................$ 26.40 13.19

Zone Differential (Add to Zone 1 rates):

Zone 2 $ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the

respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the

respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the

respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch

Weighman; Broomers; Brush Burners and Cutters; Car and

Truck Loaders; Carpenter Tender; Change-House Man or Dry

Shack Man; Choker Setter; Clean-up Laborers; Curing,

Concrete; Demolition, Wrecking and Moving Laborers;

Dumpers, road oiling crew; Dumpmen (for grading crew);

Elevator Feeders; Median Rail Reference Post, Guide Post,

Right of Way Marker; Fine Graders; Fire Watch; Form

Strippers (not swinging stages); General Laborers;

Hazardous Waste Worker; Leverman or Aggregate Spreader

(Flaherty and similar types); Loading Spotters; Material

Yard Man (including electrical); Pittsburgh Chipper

Operator or Similar Types; Railroad Track Laborers; Ribbon

Setters (including steel forms); Rip Rap Man (hand placed);

Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers;

Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring;

Timber Faller and Bucker (hand labor); Toolroom Man (at job

site); Tunnel Bullgang (above ground); Weight-Man- Crusher

(aggregate when used)

GROUP 2: Applicator (including pot power tender for same),

applying protective material by hand or nozzle on utility

lines or storage tanks on project; Brush Cutters (power

saw); Burners; Choker Splicer; Clary Power Spreader and

similar types; Clean- up Nozzleman-Green Cutter (concrete,

rock, etc.); Concrete Power Buggyman; Concrete Laborer;

Crusher Feeder; Demolition and Wrecking Charred Materials;

Gunite Nozzleman Tender; Gunite or Sand Blasting Pot

Tender; Handlers or Mixers of all Materials of an

irritating nature (including cement and lime); Tool

Operators (includes but not limited to: Dry Pack Machine;

Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping

and Wrapping; Post Hole Digger, air, gas or electric;

Vibrating Screed; Tampers; Sand Blasting (Wet);

Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew,

Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill

Operators, air tracks, cat drills, wagon drills,

rubber-mounted drills, and other similar types including at

crusher plants; Gunite Nozzleman; High Scalers, Strippers

and Drillers (covers work in swinging stages, chairs or

belts, under extreme conditions unusual to normal drilling,

blasting, barring-down, or sloping and stripping); Manhole

Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power

Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen;

Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor

Machines, Ballast Regulators, Multiple Tampers, Power

Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and

Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls);

Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam

(pipelaying)-applicable when employee assigned to move, set

up, align; Laser Beam; Tunnel Miners; Motorman-Dinky

Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

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LABO0335-019 06/01/2021

Rates Fringes

Hod Carrier......................$ 39.28 13.19

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LABO0348-003 06/10/2021

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA

COUNTIES

Rates Fringes

LABORER

GROUP 1.....................$ 24.47 13.19

GROUP 2.....................$ 28.11 13.19

GROUP 3.....................$ 30.79 13.19

GROUP 4.....................$ 31.54 13.19

GROUP 5.....................$ 32.09 13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,

TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.

TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 but less than 45 radius miles from the

respective city hall

ZONE 3 - More than 45 radius miles from the respective city

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - $1.00

ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective

city hall

ZONE 2 - More than 25 radius miles from the respective city

hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window

Washer/Cleaner (detail clean-up, such as but not limited to

cleaning floors, ceilings, walls, windows, etc., prior to

final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;

Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating

Screed; Asbestos Abatement Laborer; Ballast Regulator

Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter

Tender; Cement Finisher Tender; Change House or Dry Shack;

Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;

Clean-up Laborer; Concrete Form Stripper; Curing Laborer;

Demolition (wrecking and moving including charred

material); Ditch Digger; Dump Person; Fine Graders;

Firewatch; Form Setter; Gabian Basket Builders; Grout

Machine Tender; Grinders; Guardrail Erector; Hazardous

Waste Worker (Level C: uses a chemical ""splash suit"" and

air purifying respirator); Maintenance Person; Material

Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale

Person; Sloper Sprayer; Signal Person; Stock Piler; Stake

Hopper; Toolroom Man (at job site); Topper-Tailer; Track

Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.);

Clary Power Spreader; Concrete Dumper/Chute Operator;

Concrete Saw Operator; Drill Operator (hydraulic, diamond,

aiartrac); Faller and Bucker Chain Saw; Grade Checker and

Transit Person; Groutmen (pressure) including post tension

beams; Hazardous Waste Worker (Level B: uses same

respirator protection as Level A. A supplied air line is

provided in conjunction with a chemical ""splash suit"");

High Scaler; Jackhammer; Laserbeam Operator; Manhole

Builder-Mudman; Nozzleman (concrete pump, green cutter when

using combination of high pressure air and water on

concrete and rock, sandblast, gunite, shotcrete, water

blaster, vacuum blaster); Pavement Breaker; Pipe Layer and

Caulker; Pipe Pot Tender; Pipe Reliner (not insert type);

Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power;

Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft);

Spreader (concrete); Tamper and Similar electric, air and

glas operated tool; Timber Person-sewer (lagger shorer and

cribber); Track Liner Power; Tugger Operator; Vibrator;

Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier;

Powderman; Re-Timberman; Hazardous Waste Worker (Level A:

utilizes a fully encapsulated suit with a self-contained

breathing apparatus or a supplied air line).

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PAIN0005-002 07/01/2021

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH),

SKAMANIA, AND WAHKIAKUM COUNTIES

Rates Fringes

Painters:

STRIPERS....................$ 32.36 18.15

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PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,

MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND

WHATCOM COUNTIES

Rates Fringes

PAINTER..........................$ 20.82 7.44

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\* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);

CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,

LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,

WHITMAN AND YAKIMA COUNTIES

Rates Fringes

PAINTER

Application of Cold Tar

Products, Epoxies, Polyure

thanes, Acids, Radiation

Resistant Material, Water

and Sandblasting............$ 30.19 11.71

Over 30'/Swing Stage Work..$ 22.20 7.98

Brush, Roller, Striping,

Steam-cleaning and Spray....$ 22.94 11.61

Lead Abatement, Asbestos

Abatement...................$ 21.50 7.98

\*$.70 shall be paid over and above the basic wage rates

listed for work on swing stages and high work of over 30

feet.

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PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM

COUNTIES

Rates Fringes

PAINTER

Brush & Roller..............$ 26.56 13.40

Spray and Sandblasting......$ 26.56 13.40

All high work over 60 ft. = base rate + $0.75

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PAIN0055-006 03/01/2020

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

Rates Fringes

Painters:

HIGHWAY & PARKING LOT

STRIPER.....................$ 35.87 13.40

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PLAS0072-004 06/01/2020

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,

FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND

OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA

COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

ZONE 1......................$ 31.30 15.53

Zone Differential (Add to Zone 1 rate): Zone 2 - $2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee

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

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

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PLAS0528-001 06/01/2021

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,

KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,

SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

Rates Fringes

CEMENT MASON

CEMENT MASON................$ 47.87 19.04

COMPOSITION, TROWEL

MACHINE, GRINDER, POWER

TOOLS, GUNNITE NOZZLE.......$ 48.37 19.04

TROWELING MACHINE OPERATOR

ON COMPOSITION..............$ 48.37 19.04

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PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

Rates Fringes

CEMENT MASON

CEMENT MASONS DOING BOTH

COMPOSITION/POWER

MACHINERY AND

SUSPENDED/HANGING SCAFFOLD..$ 37.32 18.77

CEMENT MASONS ON

SUSPENDED, SWINGING AND/OR

HANGING SCAFFOLD............$ 36.58 18.77

CEMENT MASONS...............$ 35.85 18.77

COMPOSITION WORKERS AND

POWER MACHINERY OPERATORS...$ 36.58 18.77

Zone Differential (Add To Zone 1 Rates):

Zone 2 - $0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,

SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall

ZONE 2: More than 30 miles but less than 40 miles from the

respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the

respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the

respective city hall.

ZONE 5: More than 80 miles from the respective city hall

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TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line

made by extending the north boundary line of Wahkiakum County

west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

Rates Fringes

Truck drivers:

ZONE 1

GROUP 1....................$ 29.33 16.40

GROUP 2....................$ 29.46 16.40

GROUP 3....................$ 29.60 16.40

GROUP 4....................$ 29.89 16.40

GROUP 5....................$ 30.03 16.40

GROUP 6....................$ 30.31 16.40

GROUP 7....................$ 30.53 16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - $0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city

hall.

ZONE 2: More than 30 miles but less than 40 miles from the

respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the

respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the

respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing

surface; Articulated Dump Truck; Battery Rebuilders; Bus or

Manhaul Driver; Concrete Buggies (power operated); Concrete

Pump Truck; Dump Trucks, side, end and bottom dumps,

including Semi Trucks and Trains or combinations there of:

up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts

(all sizes in loading, unloading and transporting material

on job site); Loader and/or Leverman on Concrete Dry Batch

Plant (manually operated); Pilot Car; Pickup Truck; Solo

Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender;

Truck Mechanic Tender; Water Wagons (rated capacity) up to

3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds.

and under; Lubrication Man, Fuel Truck Driver, Tireman,

Wash Rack, Steam Cleaner or combinations; Team Driver;

Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane;

Challenger; Dumpsters or similar equipment all sizes; Dump

Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader

Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer

or doubles transporting equipment or wet or dry materials;

Lumber Carrier, Driver-Straddle Carrier (used in loading,

unloading and transporting of materials on job site); Oil

Distributor Driver or Leverman; Transit mix and wet or dry

mix trcuks: over 5 cu. yds. and including 7 cu. yds.;

Vacuum Trucks; Water truck/Wagons (rated capacity) over

3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks,

side, end and bottom dumps, including Semi Trucks and

Trains or combinations thereof: over 10 cu. yds. and

including 30 cu. yds. includes Articulated Dump Trucks;

Self-Propelled Street Sweeper; Transit mix and wet or dry

mix truck: over 7 cu yds. and including 11 cu yds.; Truck

Mechanic-Welder-Body Repairman; Utility and Clean-up Truck;

Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom

cumps, including Semi-Trucks and Trains or combinations

thereof: over 30 cu. yds. and including 50 cu. yds.

includes Articulated Dump Trucks; Fire Guard; Transit Mix

and Wet or Dry Mix Trucks, over 11 cu. yds. and including

15 cu. yds.; Water Wagon (rated capacity) over 10,000

gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and

bottom dumps, including Semi Trucks and Trains or

combinations thereof: over 50 cu. yds. and including 60 cu.

yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch

concrete Mix Trucks; Dump trucks, side, end and bottom

dumps, including Semi Trucks and Trains of combinations

thereof: over 60 cu. yds. and including 80 cu. yds., and

includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including

Semi Trucks and Trains or combinations thereof: over 80 cu.

yds. and including 100 cu. yds., includes Articulated Dump

Trucks; Industrial Lift Truck (mechanical tailgate)

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\* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,

MASON, PACIFIC (North of a straight line made by extending the

north boundary line of Wahkiakum County west to the Pacific

Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND

WHATCOM COUNTIES

Rates Fringes

Truck drivers:

ZONE A:

GROUP 1:...................$ 42.88 20.92

GROUP 2:...................$ 42.04 20.92

GROUP 3:...................$ 39.23 20.92

GROUP 4:...................$ 34.26 20.92

GROUP 5:...................$ 42.43 20.92

ZONE B (25-45 miles from center of listed cities\*): Add $.70

per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add

$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the

following listed cities:

BELLINGHAM CENTRALIA RAYMOND OLYMPIA

EVERETT SHELTON ANACORTES BELLEVUE

SEATTLE PORT ANGELES MT. VERNON KENT

TACOMA PORT TOWNSEND ABERDEEN BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or

similar equipment when ""A"" frame or ""Hydralift"" and Boom

truck or similar equipment is used; Buggymobile; Bulk

Cement Tanker; Dumpsters and similar equipment,

Tournorockers, Tournowagon, Tournotrailer, Cat DW series,

Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid

Two and Four-Wheeled power tractor with trailer and similar

top-loaded equipment transporting material: Dump Trucks,

side, end and bottom dump, including semi-trucks and trains

or combinations thereof with 16 yards to 30 yards capacity:

Over 30 yards $.15 per hour additional for each 10 yard

increment; Explosive Truck (field mix) and similar

equipment; Hyster Operators (handling bulk loose

aggregates); Lowbed and Heavy Duty Trailer; Road Oil

Distributor Driver; Spreader, Flaherty Transit mix used

exclusively in heavy construction; Water Wagon and Tank

Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or

unloading trucks, transporting materials on job site;

Dumpsters, and similar equipment, Tournorockers,

Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra,

Le Tourneau, Westinghouse, Athye wagon, Euclid two and

four-wheeled power tractor with trailer and similar

top-loaded equipment transporting material: Dump trucks,

side, end and bottom dump, including semi-trucks and trains

or combinations thereof with less than 16 yards capacity;

Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck,

Greaser, Battery Service Man and/or Tire Service Man;

Leverman and loader at bunkers and batch plants; Oil tank

transport; Scissor truck; Slurry Truck; Sno-Go and similar

equipment; Swampers; Straddler Carrier (Ross, Hyster) and

similar equipment; Team Driver; Tractor (small,

rubber-tired)(when used within Teamster jurisdiction);

Vacuum truck; Water Wagon and Tank trucks-less than 3,000

gallons capacity; Winch Truck; Wrecker, Tow truck and

similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup

Truck. (Adjust Group 3 upward by $2.00 per hour for onsite

work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is

required, shall be compensated as a premium, in addition to

the classification working in as follows:

LEVEL C: +$.25 per hour - This level uses an air purifying

respirator or additional protective clothing.

LEVEL B: +$.50 per hour - Uses same respirator protection as

Level A. Supplied air line is provided in conjunction with

a chemical ""splash suit.""

LEVEL A: +$.75 per hour - This level utilizes a fully-

encapsulated suit with a self-contained breathing apparatus

or a supplied air line.

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TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,

FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND

OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA

COUNTIES

Rates Fringes

Truck drivers: (AREA 1:

SPOKANE ZONE CENTER: Adams,

Chelan, Douglas, Ferry,

Grant, Kittitas, Lincoln,

Okanogan, Pen Oreille,

Spokane, Stevens, and Whitman

Counties

AREA 1: LEWISTON ZONE CENTER:

Asotin, Columbia, and

Garfield Counties

AREA 2: PASCO ZONE CENTER:

Benton, Franklin, Walla Walla

and Yakima Counties)

AREA 1:

GROUP 1....................$ 23.91 17.40

GROUP 2....................$ 26.18 17.40

GROUP 3....................$ 26.68 17.40

GROUP 4....................$ 27.01 17.40

GROUP 5....................$ 27.12 17.40

GROUP 6....................$ 27.29 17.40

GROUP 7....................$ 27.82 17.40

GROUP 8....................$ 28.18 17.40

AREA 2:

GROUP 1....................$ 26.05 17.40

GROUP 2....................$ 28.69 17.40

GROUP 3....................$ 28.80 17.40

GROUP 4....................$ 29.13 17.40

GROUP 5....................$ 29.24 17.40

GROUP 6....................$ 29.24 17.40

GROUP 7....................$ 29.78 17.40

GROUP 8....................$ 30.10 17.40

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power

Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and

under); Leverperson (loading trucks at bunkers); Trailer

Mounted Hydro Seeder and Mulcher; Seeder & Mulcher;

Stationary Fuel Operator; Tractor (small, rubber-tired,

pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile &

Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. &

under); Flat Bed Truck with Hydraullic System; Fork Lift

(3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner &

Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo;

Scissors Truck; Slurry Truck Driver; Straddle Carrier

(Ross, Hyster, & similar); Tireperson; Transit Mixers &

Truck Hauling Concrete (3 yd. to & including 6 yds.);

Trucks, side, end, bottom & articulated end dump (3 yards

to and including 6 yds.); Warehouseperson (to include

shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser;

Trucks, side, end, bottom & articulated end dump (over 6

yards to and including 12 yds.); Truck Mounted Hydro

Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under);

Self- loading Roll Off; Semi-Truck & Trailer; Tractor with

Steer Trailer; Transit Mixers and Trucks Hauling Concrete

(over 6 yds. to and including 10 yds.); Trucks, side, end,

bottom and end dump (over 12 yds. to & including 20 yds.);

Truck-Mounted Crane (with load bearing surface either

mounted or pulled, up to 14 ton); Vacuum Truck (super

sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift

(over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field);

Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers &

Trucks Hauling Concrete (over 10 yds. to & including 20

yds.); Trucks, side, end, bottom and articulated end dump

(over 20 yds. to & including 40 yds.); Truck and Pup;

Tournarocker, DWs & similar with 2 or more 4 wheel-power

tractor with trailer, gallonage or yardage scale, whichever

is greater Water Tank Truck (8,001- 14,000 gallons);

Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable

oeprated trailer); Transit Mixers & Trucks Hauling Concrete

(over 20 yds.); Truck, side, end, bottom end dump (over 40

yds. to & including 100 yds.); Truck Mounted Crane (with

load bearing surface either mounted or pulled (16 through

25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end,

bottom and articulated end dump (over 100 yds.); Helicopter

Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT

certification is required, shall be compensated as a

premium, in additon to the classification working in as

follows:

LEVEL C-D: - $.50 PER HOUR (This is the lowest level of

protection. This level may use an air purifying respirator

or additional protective clothing.

LEVEL A-B: - $1.00 PER HOUR (Uses supplied air is conjunction

with a chemical spash suit or fully encapsulated suit with

a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4)

and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive $.15/hour

over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is

like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO

is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after

award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical

order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed

in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing

the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1,

2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing

this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that

no one rate prevailed for this classification in the survey and

the published rate is derived by computing a weighted average

rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion

date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of

each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is

based.

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WAGE DETERMINATION APPEALS PROCESS

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

be:

\* an existing published wage determination

\* a survey underlying a wage determination

\* a Wage and Hour Division letter setting forth a position on

a wage determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests

for summaries of surveys, should be with the Wage and Hour

National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this

initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage

payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

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

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END OF GENERAL DECISIO"