FORT ROAD BRIDGE NO. 1354 REPLACEMENT
Federal Aid Project No. BRS-S390(003)
YAKIMA COUNTY PUBLIC SERVICES PROJECT
C 3000

YAKIMA COUNTY
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INFORMATIONAL BID DOCUMENTS
CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS, PLANS AND SPECIFICATIONS CONFORM TO ORIGINALS WHICH ARE ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF YAKIMA COUNTY, WASHINGTON.

GARY N. EKSTEDT, P.E.
COUNTY ENGINEER

EXPIRED 8/13/09
INSTRUCTIONS TO BIDDERS

DELIVERY OF PROPOSALS
Sealed bids will be received at the following location before the specified time:

Board of County Commissioners of Yakima County
Room 232
128 North 2nd Street
Yakima, Washington 98901

until 2:00 p.m. of the bid opening date.

Each proposal, or bid shall be completely sealed in a separate package, addressed to the Board of
County Commissioners of Yakima County with the name of the improvements for which the bid is
submitted plainly written on the outside of the package.

No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be accepted.

DATE OF OPENING BIDS
The bid opening date for this project shall be May 21, 2008.

The bids shall be publicly opened and read after 2:00 p.m. on that date at the following location:

Yakima County Courthouse
Fourth Floor Conference Room
128 North 2nd Street
Yakima, Washington 98901

RIGHT TO REJECT BIDS:
The right is reserved to reject any and all proposals, to accept the proposal or proposals deemed
best for the County or to advertise for new proposals when in the opinion of the Board the best
interest of the County shall be promoted thereby.

PROPOSAL GUARANTY:
A certified check, cashiers check, cash or bid bond made payable to the Treasurer of the County of
Yakima for an amount equal to at least five percent (5%) of the total amount bid must accompany
each bid as evidence of good faith and as a guarantee that if awarded the Contract the bidder shall
execute the Contract and give Bond as required.

FORM FURNISHED:
All Bids shall be submitted on authorized forms supplied by the County. Any Bid submitted on
forms marked "Informational" or otherwise watermarked shall be considered irregular and will be
rejected. Bidders wishing to submit Bids should contact the Yakima County Road Engineer's office
at the address above to request authorized bid documents.

This project is a federal-aid funded project. Yakima County in accordance with Title VI of the Civil
Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21,
nondiscrimination in federally assisted programs of the Department of Transportation issued
pursuant to such Act, hereby notifies all bidders that it shall affirmatively insure that in any contract
entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded
full opportunity to submit bids in response to this invitation and shall not be discriminated against
on the grounds of race, color or national origin in consideration for an award.

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

FORT ROAD BRIDGE NO. 1354 REPLACEMENT

C3000
PROPOSAL

This certifies that the undersigned has examined the location of the noted project:

C 3000 – FORT ROAD BRIDGE NO. 1354 REPLACEMENT

And that the Plans, Specifications and Contract governing the work embraced in these improvements, and the method by which payment will be made for said work, is understood. The undersigned hereby proposes to undertake and complete the work embraced in these improvements, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

**NOTE:** Unit Prices for all items, all extensions, and total amount of bid shall be shown. Sales Tax shall be included in Unit Prices. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

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<th>Item #</th>
<th>Std. Item #</th>
<th>Item Description</th>
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<td>Clearing and Grubbing</td>
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<td>7</td>
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<td>Plain Steel Culvert Pipe, 0.064 in. thick, 12 in. dia.</td>
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<td>Shoring or Extra Excavation, Class A</td>
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<td>Cure Box</td>
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<td>Silt Fence</td>
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<td>ESC Lead</td>
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<td>Seeding, Fertilizing, and Mulching</td>
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**Traffic**

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<td>Beam Guardrail, Transition Section, Type 5</td>
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<td>Beam Guardrail Non-Flared Terminal</td>
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<td>Project Temporary Traffic Control</td>
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<td>Minor Changes</td>
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<td>15000</td>
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<td>SPCC Plan</td>
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<td>Conduit Pipe, 6 in. dia</td>
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**Total**
PROPOSAL - Continued

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

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

CASH  [ ] IN THE AMOUNT OF _______________________

CASHIER'S CHECK  [ ] ______________________________ DOLLARS

CERTIFIED CHECK  [ ] ($_______) PAYABLE TO THE COUNTY TREASURER

PROPOSAL BOND  [ ] IN THE AMOUNT OF 5 PERCENT (5%) OF THE BID

Bidder acknowledges receipt of the following Addendums:

<table>
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<th>No.</th>
<th>Date</th>
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<tbody>
<tr>
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The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendums issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Title:
Firm Name:
Address:
Phone No.
Washington Registration No.:
Federal ID Tax No.:
UBI No.:
E-Mail:

Signed and sworn (or affirmed) before me on___________________________ Date

___________________________
NOTARY PUBLIC
My appointment expires___________________________
(Seal and Stamp)

NOTE: (1) This proposal is not transferable and any alteration of the firm's name entered hereon without prior permission from the County Engineer shall be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to Section 1-02.6 of the Standard Specifications, re: "Preparation of Proposal"

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications C3000.
LETTER OF RESPONSIBILITY

Date: ____________________________
County Road Project No.: C 3000

TO:
BOARD OF COUNTY COMMISSIONERS OF YAKIMA COUNTY, WASHINGTON
(Party awarding principal contract)

Dear Sirs:

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington (Chapter 157, Laws of Washington of 1937).

a. My permanent place of business is ____________________________, which I have maintained for ________ years.

b. I have adequate plant equipment to do expeditiously and properly the work contemplated for Yakima County, Washington.

DESCRIPTION OF WORK:

C 3000 - Fort Road Bridge No. 1354 Replacement

I have the following equipment available for this work:

_________________________________________________________

_________________________________________________________

_________________________________________________________

c. I have adequate funds to promptly meet obligations incident to this work.
Bank reference: _________________________________________

_________________________________________________________

_________________________________________________________

d. I have had experience in this class of work, having constructed the following improvements:

_________________________________________________________

_________________________________________________________

I hereby certify that the above is a true and accurate statement.

Very truly yours,

Contractor

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This "letter of responsibility" shall not be construed to be a request for Prequalification of bidder.
DEFINITION OF TERMS

In interpreting these specifications, the following definitions shall prevail:


SECRETARY OF TRANSPORTATION: Secretary of Transportation of the State of Washington.

BOARD: The Board of County Commissioners of Yakima County.

ENGINEER: County, or construction engineer, or his duly authorized assistants by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work described in these specifications will be given.

CONTRACTOR: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to perform the work herein specified.

CONTRACT: The Agreement between the Contractor and the County of Yakima acting through the Board of County Commissioners. The contract shall include the accepted "Proposal", "Plans", "Specifications" and "Contract Bond", also any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

PROPOSAL: The written offer, or copy thereof of the bidder to perform the work proposed.

PLANS: The officially approved drawings, or reproductions thereof attached to this contract.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made, or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

CONTRACT BOND: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

LABORATORY: The laboratories of the Department of Transportation, or other laboratories designated by the engineer.

AMOUNT OF THE CONTRACT: For the purpose of awarding the contract and determining the amount of the bond, the lump sum bid, or the summation of the products of the approximate quantities shown on the plans or otherwise stated by the unit prices will be considered the total amount of the bid and the full amount of the contract price.
Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
Certification for Federal-Aid Contracts

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

DOT Form 272-040 EF
Revised 1/2000
Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. If the bidder is relying on the good faith effort method to meet the DBE assigned contract goal, documentation in addition to the certificate must be submitted with the bid proposal as support for such efforts. The successful bidder’s DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMAWBE, telephone 360-753-9693.

Name of Bidder

(DBE) Firms listed below have been contacted regarding participation on this project. If this bidder is successful on this project and is awarded the contract, it shall assure that subcontracts or supply agreements are executed with those firms where an "Amount to be Applied Towards Goal" is listed. (If necessary, use additional sheet.)

<table>
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<tr>
<th>Name of DBE Certificate Number</th>
<th>Project Role * (Prime, Joint Venture, Subcontractor, Manufacturer, Regular Dealer, Service Provider)</th>
<th>Description of Work</th>
<th>Amount to be Applied Towards Goal **</th>
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Disadvantaged Business Enterprise Subcontracting Goal: __________________________

DBE Total $ __________________________

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

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

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

FORT ROAD BRIDGE NO. 1354 REPLACEMENT

C3000
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature Date
SUBCONTRACTOR LIST

C 3000 - FORT ROAD BRIDGE NO. 1354 REPLACEMENT

Failure to list subcontractors who are proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW will result in your bid being non-responsive and therefore void.

Subcontractor(s) that are proposed to perform the work of heating, ventilation, and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name:
Item Numbers:

Subcontractor Name:
Item Numbers:

Subcontractor Name:
Item Numbers:

Subcontractor Name:
Item Numbers:
CONTRACT

THIS AGREEMENT, made and entered into between Yakima County acting under and by virtue of Titles 36 and 39 RCW, hereinafter called the “COUNTY” and ______________________, hereinafter called the “CONTRACTOR”.

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

I. The CONTRACTOR shall do all work and furnish all tools, materials and equipment for C 3000 – Fort Road Bridge No. 1354 Replacement and shall perform any changes in the work in accordance with the Contract Documents. “Contract Documents” are this Contract, the attached Plans and Specifications and the current edition of the Standard Specifications of the Washington State Department of Transportation and American Public Works Association which are by this reference incorporated herein and made a part hereof. In using said Standard Specifications and Amendments thereto, “Secretary of Transportation”, “Engineer” and like terms used therein will be construed to mean Yakima County Engineer and “State” or “Thurston County” shall mean Yakima County.

II. The CONTRACTOR shall provide and bear the expense of all equipment, material and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by Yakima County.

III. The COUNTY hereby promises and agrees to pay the CONTRACTOR according to the attached Specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in the Contract Documents.

IV. The CONTRACTOR for itself, and for its heirs, executors, administrators, successors and assigns does hereby agree to the full performance of all the covenants herein contained upon the part of the CONTRACTOR.

V. It is further provided that no liens shall attach to the COUNTY by reason of entering into this Contract, except as expressly provided hereinafter.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the date indicated below and Yakima County has caused this instrument to be executed in the name of said COUNTY by and through the Board of Yakima County Commissioners on the date indicated below.

Executed by the CONTRACTOR __________, 20____,

CONTRACTOR

________________________
Signature

________________________
Print or Type Name of Person Signing

________________________
Title

Foregoing Contract approved and ratified ______________________, 20____.

________________________
Surety

________________________
Attorney-in-fact

BOARD OF YAKIMA COUNTY COMMISSIONERS

________________________
Chair

________________________
Commissioner

________________________
Commissioner

ATTEST: Clerk of the Board

________________________
Christina Steiner

Approved as to form:

Deputy Prosecuting Attorney
PERFORMANCE BOND
(RCW 39.08)

KNOW ALL MEN BY THESE PRESENTS, That________________________, as "PRINCIPAL",
and ______________________, a corporation authorized to do business in the
State of Washington, as "SURETY", are jointly and severally held and bound unto Yakima County,
Washington in the penal sum_____________________________ Dollars ($_______
_____) for the payment of which by these presents we jointly and severally bind ourselves, our
heirs, executors, administrators, assigns, and successors.

THE CONDITION of this bond is such that WHEREAS, on ________________, 20___, the
PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to
furnish all material and labor and will undertake and complete the construction of for **C 3000 - Fort Road
Bridge No. 1354 Replacement** according to the maps, plans and specifications made a part of said
Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part
hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subjected
to the jurisdiction of the State of Washington.

NOW, THEREFORE, if the PRINCIPAL shall faithfully perform all the provisions of such contract
and pay all laborers, mechanics, subcontractors and materialmen, and all persons who supply such persons
or subcontractors with provisions or supplies for the carrying on of such work, then this obligation to be void,
otherwise to remain in full force and effect.

Dated this ____ day of ____________________, 20____.

PRINCIPAL

By: __________________________

Title: _________________________

APPROVED: YAKIMA COUNTY

Chair of the Board of
Yakima County Commissioners

SURETY

Date: _________________________ 20____

By: __________________________

Attorney-in-Fact

Approved as to form:

Deputy Prosecuting Attorney

Name of Local Office of Agent

Address of Local Office Agent

BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER

FORT ROAD BRIDGE NO. 1354 REPLACEMENT

C3000

INFORMATIONAL BID DOCUMENTS

14
AMENDMENTS TO
THE STANDARD
SPECIFICATIONS
INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2008 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT
April 7, 2008

1-03.1 Consideration of Bids

This section is supplemented with the following new sub-section.

1-03.1(1) Tied Bids

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be determined by drawing as described in this Section. Two or more slips of paper will be marked as follows: one marked “Winner” and the other(s) marked “unsuccessful”. The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders that submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to draw.

SECTION 1-04, SCOPE OF THE WORK
April 7, 2008

1-04.4(1) Minor Changes
The first sentence in the first paragraph is revised to read:

Payments or credits for changes amounting to $15,000 or less may be made under the bid item “Minor Change.”

1-04.5 Procedure and Protest by the Contractor
In the second paragraph, number 2, the reference to 7 calendar days is revised to 14 calendar days.

The second sentence in the fifth paragraph is revised to read:

The determination will be provided within 14-calendar days after receipt of the Contractor’s supplemental written statement (including any additional information.
requested by the Project Engineer to support a continuing protest) described in item 2 above.

SECTION 1-05, CONTROL OF WORK
April 7, 2008

1-05.1 Authority of the Engineer
The fourth paragraph is revised to read:

At the Contractor's risk, the Project Engineer may suspend all or part of the Work according to Section 1-08.6.

1-05.12 Final Acceptance
The second paragraph is revised to read:

The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, materialpersons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

SECTION 1-08, PROSECUTION AND PROGRESS
April 7, 2008

1-08.3(2)A Type A Progress Schedule
This section is revised to read:

The Contractor shall submit five copies of a Type A Progress Schedule no later than 10 days after the date the contract is executed, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.5 Time for Completion
The third sentence in the first paragraph is revised to read:

A nonworking day is defined as a Saturday, a Sunday, a whole or half day on which the Contract specifically prohibits Work on the critical path of the Contractor's approved progress schedule, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

1-08.6 Suspension of Work
The first paragraph is revised to read:

The Engineer may order suspension of all or any part of the Work if:
1. Unsuitable weather that prevents satisfactory and timely performance of the Work; or

2. The Contractor does not comply with the Contract; or

3. It is in the public interest.

1-08.7 Maintenance During Suspension
The first sentence in the fourth paragraph is revised to read:

If the Engineer determines that the Contractor has pursued the Work diligently before the suspension, then the Contracting Agency will maintain the temporary Roadway (and bear its cost).

The fifth paragraph is revised to read:

The Contractor shall protect and maintain all other Work in areas not used by traffic. All costs associated with protecting and maintaining such Work shall be the responsibility of the Contractor, except those costs associated with implementing the TESC Plan according to Section 8-01.

The seventh paragraph is revised to read:

After any suspension, the Contractor shall resume all responsibilities the Contract assigns for the Work.

SECTION 1-09, MEASUREMENT AND PAYMENT
April 7, 2008

1-09.9 Payments
The first paragraph is supplemented with the following:

For items Bid as lump sum, the Contractor shall submit a breakdown of their lump sum price in sufficient detail for the Project Engineer to determine the value of the Work performed on a monthly basis. Lump sum breakdowns shall be provided to the Project Engineer no later than the date of the preconstruction meeting.

The second sentence in the third paragraph is revised to read:

Unless otherwise provided in the payment clause of the applicable Specifications, partial payment for lump sum Bid items will be a percentage of the price in the Proposal based on the Project Engineer's determination of the amount of Work performed, with consideration given to but not exclusively based on the Contractors lump sum breakdown.

The third paragraph is supplemented with the following:

The determination of payments under the contract will be final in accordance with Section 1-05.1.
1-09.9(1) Retainage
In the fourth paragraph, number 1, the reference to $20,000 is revised to read $35,000.

SECTION 1-10, TEMPORARY TRAFFIC CONTROL
January 7, 2008

1-10.5(1) Lump Sum Bid for Project (No Unit Items)
This section is revised to read:

"Project Temporary Traffic Control", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 1-10, except for costs compensated by Bid Proposal items inserted through Contract Provisions as described in Section 1-10.4(3).

SECTION 2-03, ROADWAY EXCAVATION AND EMBANKMENT
January 7, 2008

2-03.1 Description
The first sentence in the first paragraph is revised to read:

The Work described in this section, regardless of the nature or type of the materials encountered, includes excavating and grading the Roadway, excavating in borrow pits, excavating below grade, excavating channels and ditches, removing slide material, and disposing of all excavated material.

2-03.3(3) Excavation Below Grade
The section title is revised to read:

2-03.3(3) Excavation Below Subgrade

The first sentence in the fifth paragraph is revised to read:

Compaction. If the density of the natural earth under any area of the Roadway is less than that required in Section 2-03.3(14)C, Method B, the Engineer may order the Contractor to perform any or all of the following:

2-03.3(14)M Excavation of Channels
This section including title is revised to read:

2-03.3(14)M Excavation of Channels and Ditches
Channel Excavation: Open excavations 8-feet or more wide at the bottom, but excludes channels that are part of the Roadway.

Ditch Excavation: Open excavations less than 8-feet wide at the bottom, but excludes ditches that are part of the Roadway.

Before excavating channels or ditches, the Contractor shall clear and grub the area in accordance with Section 2-01.
2-03.4 Measurement
The first sentence in the first paragraph is revised to read:

Roadway excavation, channel excavation, ditch excavation, unsuitable foundation
excavation, and common borrow items will be measured by the cubic yard.

The fourth sentence in the first paragraph is revised to read:

For Roadway excavation, channel excavation and ditch excavation items, the
original ground will be compared with the planned finished section shown in the
Plans.

2-03.5 Payment
The first paragraph is supplemented with the following:

"Channel Excavation", per cubic yard.
"Channel Excavation Incl. Haul", per cubic yard.
"Ditch Excavation", per cubic yard.
"Ditch Excavation Incl. Haul", per cubic yard.

The first sentence in the second paragraph is revised to read:

The unit Contract price per cubic yard for "Roadway Excavation", "Roadway
Excavation Incl. Haul", "Roadway Excavation - Area __", "Roadway Excavation
"Ditch Excavation" and "Ditch Excavation Incl. Haul" shall be full compensation for
all costs incurred for excavating, loading, placing, or otherwise disposing of the
material.

The second paragraph is supplemented with the following:

When a bid item is not included in the proposal for channel excavation or ditch
excavation all costs shall be included in roadway excavation.

The third paragraph is revised to read:

When the Engineer orders Work according to Section 2-03.3(3), unit Contract
prices shall apply, unless the Work differs materially from the excavation above
Subgrade, then payment will be in accordance with Section 1-04.4.

SECTION 2-10, DITCH EXCAVATION
January 7, 2008

This section is deleted in its entirety. The section title is revised to read:

2-10 VACANT

SECTION 5-04, HOT MIX ASPHALT
April 7, 2008

5-04.3(12)B Longitudinal Joints
The first two paragraphs are revised to read:
The longitudinal joint in any 1 course shall be offset from the course immediately below by not more than 6-inches nor less than 2-inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Travelled Way.

On one-lane ramps a longitudinal joint may be constructed at the center of the traffic lane, subject to approval by the Project Engineer, if:

1. The ramp must remain open to traffic, or

2. The ramp is closed to traffic and a hot-lap joint is constructed.
   a. If a hot-lap joint is allowed at the center of the traffic lane, 2 paving machines shall be used; a minimum compacted density in accordance with Section 5-04.3(10)B shall be achieved throughout the traffic lane; and construction equipment other than rollers shall not operate on any uncompacted mix.

The reference to Standard Plan A-1 in the third paragraph is revised to read "Standard Plan A40.10-00."

5-04.3(21) Asphalt Binder Revision
This section is revised to read:

When the Contracting Agency provides a source of aggregate, the expected percentage content of asphalt binder in the resulting mix will be identified in the Contract documents.

Should the percentage of asphalt binder shown in the job mix formula for Hot Mix Asphalt produced with Agency-provided aggregate vary by more than plus or minus 0.3-percent from the amount shown in the Contract documents, an adjustment in payment (plus or minus) will be based on the invoice unit cost, including shipping cost, without any markups. The quantity subject to an adjustment shall be the difference between the JMF asphalt binder percentage and the contract document asphalt binder percentage except that the first 0.3% of this difference shall not apply. No adjustment will be made when the Contractor elects not to use a Contracting Agency-provided source, or when no source is made available by the Contracting Agency.

SECTION 8-15, RPRAP
April 7, 2008

8-15.3(1) Excavation for Riprap
The second sentence of the first paragraph is revised to read:

Excavation below the level of the intersection of the slope to be protected and the adjacent original ground or the channel floor or slope shall be classified, measured, and paid for as channel excavation or ditch excavation in accordance with Section 2-03.
8-15.4 Measurement
The following new paragraph is inserted to follow the fifth paragraph.

Channel excavation will be measured by the cubic yard as specified in Section 2-03.

The sixth paragraph is revised to read:

Ditch excavation will be measured by the cubic yard as specified in Section 2-03.

The reference to Section 2-10 in the seventh paragraph is revised to Section 2-03.

8-15.5 Payment
The bid item "Filter Blanket" is supplemented with the following:

The unit price for "Filter Blanket" shall be full payment for all costs incurred to perform the work in Section 8-15.3(7).

This section is supplemented with the following:

"Channel Excavation", per cubic yard.
"Channel Excavation Incl. Haul", per cubic yard.
"Ditch Excavation Incl. Haul", per cubic yard.
Payment for "Channel Excavation", "Channel Excavation Incl. Haul", "Ditch Excavation" and "Ditch Excavation Incl. Haul" is described in Section 2-03.5.

SECTION 8-21, PERMANENT SIGNING
April 7, 2008

8-21.3(9)F Bases
This section including title is revised to read:

8-21.3(9)F Foundations
The excavation and backfill shall be in conformance with the requirements of Section 2-09.3(1)E. Where obstructions prevent construction of planned foundations, the Contractor shall construct an effective foundation satisfactory to the Engineer.

The bottom of concrete foundations shall rest on firm ground. If the portion of the foundation beneath the existing ground line is formed or cased instead of being cast against the existing soil forming the sides of the excavation, then all gaps between the existing soil and the completed foundation shall be backfilled and compacted in accordance with Section 2-09.3(1)E.

Foundations shall be cast in one operation where practicable. The exposed portions shall be formed to present a neat appearance. Class 2 surface finish shall be applied to exposed surfaces of concrete in accordance with the requirements of Section 6-02.3(14)B.
Where soil conditions are poor, the Engineer may order the Contractor to extend the foundations shown in the Plans to provide additional depth. Such additional work will be paid for according to Section 1-04.4.

Forms shall be true to line and grade. Tops of foundations for roadside sign structures shall be finished to ground line, unless otherwise shown in the Plans or directed by the Engineer. Tops of foundations for sign bridges and cantilever sign structures shall be finished to the elevation shown in the Plans.

Both forms and ground which will be in contact with the concrete shall be thoroughly moistened before placing concrete; however, excess water in the foundation excavation will not be permitted. Forms shall not be removed until the concrete has set at least three days. All forms shall be removed, except when the Plans or Special Provisions specifically allow or require the forms or casing to remain.

Foundation concrete shall conform to the requirements for the specified class, be cast-in-place concrete and be constructed in accordance with Section 6-02.2 and 6-02.3.

Sign structures shall not be erected on concrete foundations until foundations have attained a compressive strength of 2,400 psi.

In addition to the basic requirements, sign bridges and cantilever sign structures shall be installed in accordance with the following:

1. Tops of foundations for sign bridges and cantilever sign structures shall be finished to the elevation shown in the Plans.

2. Steel reinforcing bars shall conform to Section 9-07.

3. Concrete shall be Class 4000, except as otherwise specified. Where water is present in the shaft excavations for Type 1 foundations for sign bridges and cantilever sign structures, the shaft concrete shall be Class 4000P placed in accordance with Section 6-02.3(6)B.

4. All bolts and anchor bolts shall be installed so that two class full threads extend beyond the top of the top heavy-hex nut. Anchor bolts shall be installed plumb, plus or minus 1 degree.

5. Plumbing of sign bridges and cantilever sign structures shall be accomplished by adjusting leveling nuts. Shims or other similar devices for plumbing or raking will not be permitted.

6. The top heavy-hex nuts of sign bridges and cantilever sign structures shall be tightened in accordance with Section 6-03.3(33), and by the Turn-Of-Nut Method to a minimum rotation of 1/4 turn and a maximum of 1/3 turn past snug tight. Permanent marks shall be set on the base plate and nuts to indicate nut rotation past snug tight.

In addition to the basic requirements, roadside sign structures shall be installed in accordance with the following:
1. Tops of foundations shall be finished to final ground line, unless otherwise shown in the Plans or staked by the Engineer.

2. Spiral reinforcing shall conform to AASHTO M32. All other steel reinforcement shall conform to the requirements of Section 9-07.

3. Concrete shall be Class 3000.

4. The assembly and installation of all Type TP – A or B bases for roadside sign structures shall be supervised at all times by either a manufacturer’s representative or an installer who has been trained and certified by the manufacturer of the system. If the supervision is provided by a trained installer, a copy of the installer certification shall be provided to the Engineer prior to installation.

5. For all Type – A or B bases the Contractor shall attach four female anchors to a flat rigid template following the manufacturer’s recommendations. The Contractor shall lower the anchor assembly into fresh concrete foundation and vibrate into position such that the tops of the anchor washers are flush with the finished top surface of the foundation. The Contractor shall support the template such that all anchors are level and in their proper position.

Slip base and hinge connection nuts of roadside sign structures shall be tightened using a torque wrench to the torque, and following the procedure, specified in the Standard Plans.

8-21.3(10) Vacant
This section is revised to read:

8-21.3(10) Sign Attachment
Sign panels consisting of sheet aluminum or fiberglass reinforced plastic shall be attached or mounted to sign posts or sign structures as shown in the Standard Plans.

 Signs not conforming to the above, including all variable message sign (VMS) assemblies and other message board type assemblies, shall be attached or mounted to sign posts or sign structures by means of positive connections - defined as through-bolted connections. The use of clips or clamps to accomplish the attachment or mounting of such signs and assemblies is prohibited.

8-21.3(12) Steel Sign Posts
This section is revised to read:

For roadside sign structures on Type – A or B bases, the Contractor shall use the following procedures and manufacturer’s recommendations:

1. The couplings, special bolts, bracket bolts, and hinge connection nuts on all Type – A or B bases shall be tightened using the Turn-Of-Nut Tightening Method to a maximum rotation of 1/2 turn past snug tight.
2. The Contractor shall shim as necessary to plumb the steel sign posts.

For roadside sign structures on all Type PL and SB slip bases, the Contractor shall use the following procedures:

1. The Contractor shall assemble the steel sign post to stub post with bolts and flat washers as shown in the Standard Plans.

2. Each bolt be tightened using a torque wrench to the torque, and following the procedures specified in the Standard Plans.
SPECIAL

PROVISIONS
SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2008 Standard Specifications for Road, Bridge and Municipal Construction, and the foregoing Amendments to the Standard Specifications.

Several types of Special Provisions are included in this contract; General, Region, Bridges and Structures, and Project Specific. Special Provisions types are differentiated as follows:

[date] General Special Provision
[*] Notes a revision to a General Special Provision
[**] and also notes a Project Specific Special
[***] Provision.
[****] Region Special Provision
[*****] Bridges and Structures Special Provision

General Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Region Special Provisions are commonly applicable within the designated Region. Region designations are as follows:

<table>
<thead>
<tr>
<th>Regions¹</th>
<th>Description</th>
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<tr>
<td>ER</td>
<td>Eastern Region</td>
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<tr>
<td>NCR</td>
<td>North Central Region</td>
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<td>NWR</td>
<td>Northwest Region</td>
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<tr>
<td>OR</td>
<td>Olympic Region</td>
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<td>SCR</td>
<td>South Central Region</td>
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<td>Washington State Ferries Division</td>
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Bridges and Structures Special Provisions are similar to Standard Specifications in that they typically apply to many projects, usually in more than one Region. Usually, the only difference from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

Project Specific Special Provisions normally appear only in the contract for which they were developed.

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)
This contract provides for the improvement of the Fort Road Bridge No. 1354 by replacing the existing timber bridge with a new concrete girder with a cast in place deck
bridge at the same location and other work, all in accordance with the attached

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(May 25, 2006 APWA GSP)

This Section is supplemented with the following:

All references in the Standard Specifications to the terms “State”, “Department of
Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary
of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to
read “Contracting Agency”.

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

The venue of all causes of action arising from the advertisement, award, execution, and
performance of the contract shall be in the Superior Court of the County where the
Contracting Agency’s headquarters are located.

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

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

Contract Documents
See definition for “Contract”.

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

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

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

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

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

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and
benefit of the facilities, both from the operational and safety standpoint, and only minor
incidental work, replacement of temporary substitute facilities, or correction or repair
remains for the physical completion of the total contract.
**Physical Completion Date**
The day all of the work is physically completed on the project. All documentation required by
the contract and required by law does not necessarily need to be furnished by the
Contractor by this date.

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

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

**Notice of Award**
The written notice from the Contracting Agency to the successful bidder signifying the
Contracting Agency's acceptance of the bid.

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

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

### 1-02 BID PROCEDURES AND CONDITIONS

#### 1-02.1 Prequalification of Bidders
Delete this Section and replace it with the following:

#### 1-02.1 Qualifications of Bidder
*(October 1, 2005 APWA GSP)*

Bidders shall be qualified by experience, financing, equipment, and organization to do the
work called for in the Contract Documents. The Contracting Agency reserves the right to
take whatever action it deems necessary to ascertain the ability of the bidder to perform the
work satisfactorily.

#### 1-02.2 Plans and Specifications
*(October 1, 2005 APWA GSP)*
Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11&quot; x 17&quot;) and Contract Provisions</td>
<td>10</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (e.g., 22&quot; x 34&quot;)</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>
and Contract Provisions

Additional plans and Contract Provisions may be purchased by the Contractor by payment of the cost stated in the Call for Bids.

1-02.5 Proposal Forms
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

At the request of a bidder, the Contracting Agency will provide a proposal form for any project on which the bidder is eligible to bid.

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

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

Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid. The bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

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

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

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

1-02.7 Bid Deposit
(October 1, 2005 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

6. The signature of the surety’s officer empowered to sign the bond and the power of
attorney.

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

1-02.9 Delivery of Proposal
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

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

(*****)

Public Opening Of Proposal
Section 1-02.12 is supplemented with the following:

Date Of Opening Bids
Sealed bids are to be received at the following location prior to the opening time
specified:

Board of County Commissioners of Yakima County
Room 232
128 North 2nd Street
Yakima, Washington 98901

The bid opening date for this project is May 21, 2008. Bids received will be publicly
opened and read after 2:00 p.m., on this date. The bids shall be publicly opened
and read at the following location:

Yakima County Courthouse
Fourth Floor Conference Room
128 North 2nd Street
Yakima, Washington 98901

1-02.13 Irregular Proposals
(October 1, 2005 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
   a. The bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or is
      altered;
   c. The completed proposal form contains any unauthorized additions, deletions,
      alternate bids, or conditions;
d. The bidder adds provisions reserving the right to reject or accept the award, or enter into the contract;

e. A price per unit cannot be determined from the bid proposal;

f. The proposal form is not properly executed;

g. The bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1-02.6;

h. The bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6; or

i. The bid proposal does not constitute a definite and unqualified offer to meet the material terms of the bid invitation.

1-02.14 Disqualification of Bidders

(September 12, 2007 APWA GSP)

Revise this section to read:

1. A bidder will be deemed not responsible and the proposal rejected if the bidder does not meet the responsibility criteria in RCW 39.04.

2. A bidder may be deemed not responsible and the proposal rejected if:

a. More than one proposal is submitted for the same project from a bidder under the same or different names;

b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;

c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;

d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;

e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;

f. The bidder failed to settle bills for labor or materials on past or current contracts;

g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;

h. The bidder is unable, financially or otherwise, to perform the work; or

i. There are any other reasons deemed proper by the Contracting Agency.

1-02.15 Pre Award Information

(October 1, 2005 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,

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

1-03  AWARD AND EXECUTION OF CONTRACT

1-03.3 Execution of Contract
(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount.
This contract bond shall:
1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington
      published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the
   prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency
   against any claim of direct or indirect loss resulting from the failure:
a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and

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

1-04 SCOPE OF THE WORK

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

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions, including APWA General Special Provisions, if they are included,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency’s Standard Plans (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-05 CONTROL OF WORK

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys

(October 1, 2005 APWA GSP)

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

FORT ROAD BRIDGE NO. 1354 REPLACEMENT

SPECIAL PROVISIONS

C3000

32
On alley construction projects with minor grade changes, the Engineer shall provide only
offset hubs on one side of the alley to establish the alignment and grade.

1-05.4(2) Bridge and Structure Surveys
(*****)

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and
measurements the Engineer deems necessary for completion of the work. These shall
generally consist of one initial set of:
1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of bench marks for levels to enable the Contractor to set grades at
reasonably short distances.
4. Monuments and control points as shown in the Plans.

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

Supplement this section with the following:

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

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

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(May 25, 2006 APWA GSP)

Revise the seventh paragraph to read:
Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.1, it will take these performance reports into account.

Add the following new section:

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

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

Add the following new section:

1-05.17 Oral Agreements
(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

1-06 CONTROL OF MATERIAL

Buy America

Section 1-06 is supplemented with the following:

(August 6, 2007)

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

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

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

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.
Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

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

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
   a. Open hearth furnace.
   b. Basic oxygen.
   c. Electric furnace.
   d. Direct reduction.

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

3. Fabrication of the products.
   a. Spinning wire into cable or strand.
   b. Corrugating and rolling into culverts.
   c. Shop fabrication.

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.
The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

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

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

1-07.2 State Sales Tax

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

1-07.2 State Sales Tax
(October 1, 2005 APWA GSP)

1-07.2(1) General

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(4) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(3) describes this exception.

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 63.28.050). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(2) State Sales Tax — Rule 171

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

1-07.2(3) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
existing buildings, or other structures, upon real property. This includes, but is not limited to,
the construction of streets, roads, highways, etc., owned by the state of Washington; water
mains and their appurtenances; sanitary sewers and sewage disposal systems unless such
sewers and disposal systems are within, and a part of, a street or road drainage system;
telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above
streets or roads, unless such power lines become a part of a street or road lighting system;
and installing or attaching of any article of tangible personal property in or to real property,
whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency,
retail sales tax on the full contract price. The Contracting Agency will automatically add this
sales tax to each payment to the Contractor. For this reason, the Contractor shall not
include the retail sales tax in the unit bid item prices, or in any other contract amount subject
to Rule 170, with the following exception.

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

1-07.2(4) Services

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

1-07.5 Environmental Regulations

(August 1, 2005)
State Departments of Fish And Wildlife

Section 1-07.5(2) is supplemented with the following:

The Contracting Agency has obtained a Hydraulic Project Approval (HPA) for
this project. All contacts with the Department of Fish And Wildlife concerning
this approval shall be through the Engineer. The provisions of the approval
are as follows:

See Appendix A

This Hydraulic Project Approval pertains to contract work within the project
limits as described in the original contract. This Hydraulic Project Approval is
not a permit for work in material sources, staging areas, or disposal sites not
provided in the contract.

When work described in the contract is to be performed below the ordinary
high water line within areas designated as sensitive or to be protected, that
work shall be performed between the dates of July 1st and August 31st.
(March 13, 1995)
If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9 Wages

General
Section 1-07.9(1) is supplemented with the following:

(February 11, 2008)
The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA080001.

(April 2, 2007)
Application of Wage Rates For The Occupation Of Landscape Construction
State prevailing wage rates for public works contracts are included in this contract and show a separate listing for the occupation:

Landscape Construction, which includes several different occupation descriptions such as: Irrigation and Landscape Plumbers, Irrigation and Landscape Power Equipment Operators, and Landscaping or Planting Laborers.

In addition, federal wage rates that are included in this contract may also include occupation descriptions in Federal Occupational groups for work also specifically identified with landscaping such as:

Laborers with the occupation description, Landscaping or Planting, or
Power Equipment Operators with the occupation description, Mulch Seeding Operator.

If Federal wage rates include one or more rates specified as applicable to landscaping work, then Federal wage rates for all occupation descriptions, specific or general, must be considered and compared with corresponding State wage rates. The higher wage rate, either State or Federal, becomes the minimum wage rate for the work performed in that occupation.

Contractors are responsible for determining the appropriate crafts necessary to perform the contract work. If a classification considered necessary for performance of the work is missing from the Federal Wage Determination applicable to the contract, the Contractor shall initiate a request for approval of a proposed wage and benefit rate. The Contractor shall prepare and submit Standard Form 1444, Request for Authorization of Additional Classification and Wage Rate available at http://www.dol.gov/docs/sf1444.pdf, and submit the completed form to the Project Engineer's office. The presence of a classification wage on the Washington State Prevailing Wage Rates For Public
Works Contracts does not exempt the use of form 1444 for the purpose of determining a federal classification wage rate.

1-07.11 Requirements For Nondiscrimination
Section 1-07.11 is supplemented with the following:

(March 6, 2000)

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


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

Women - Statewide

<table>
<thead>
<tr>
<th>Timetable</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Until further notice</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

Minorities - by Standard Metropolitan Statistical Area (SMSA)

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

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

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

**SMSA Counties:**
- Seattle Everett, WA: 7.2
- WA King; WA Snohomish: 6.2
- Tacoma, WA: 6.2
- WA Pierce.

**Non-SMSA Counties:**
- WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

Portland, OR:

**SMSA Counties:**
- Portland, OR-WA: 4.5
- WA Clark.

**Non-SMSA Counties:**
- WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

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

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

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

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

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FORT ROAD BRIDGE NO. 1354 REPLACEMENT

SPECIAL PROVISIONS

C3000

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1. As used in these specifications:

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

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

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

   d. Minority includes:

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

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

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

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

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

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown
   Plan approved by the U.S. Department of Labor in the covered area either
   individually or through an association, its affirmative action obligations on all
   work in the Plan area (including goals and timetables) shall be in accordance
   with that Plan for those trades which have unions participating in the Plan.
   Contractors must be able to demonstrate their participation in and compliance
   with the provisions of any such Hometown Plan. Each Contractor or
   Subcontractor participating in an approved Plan is individually required to
   comply with its obligations under the EEO clause, and to make a good faith
   effort to achieve each goal under the Plan in each trade in which it has
   employees. The overall good faith performance by other Contractors or
Subcontractors toward a goal in an approved Plan does not excuse any
covered Contractor's or Subcontractor's failure to take good faith effort to
achieve the Plan goals and timetables.

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

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

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

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

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

   b. Establish and maintain a current list of minority and female
recruitment sources, provide written notification to minority and
female recruitment sources and to community organizations when
the Contractor or its unions have employment opportunities available,
and maintain a record of the organizations' responses.
c. Maintain a current file of the names, addresses and telephone
numbers of each minority and female off-the-street applicant and
minority or female referral from a union, a recruitment source or
community organization and of what action was taken with respect to
each such individual. If such individual was sent to the union hiring
hall for referral and was not referred back to the Contractor by the
union or, if referred, not employed by the Contractor, this shall be
documented in the file with the reason therefor, along with whatever
additional actions the Contractor may have taken.

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

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

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

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

h. Disseminate the Contractor's EEO policy externally by including it in
any advertising in the news media, specifically including minority and
female news media, and providing written notification to and
discussing the Contractor's EEO policy with other Contractors and
Subcontractors with whom the Contractor does or anticipates doing business.

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

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

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

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

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

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

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group
has a positive impact on the employment of minorities and women in the
industry, ensure that the concrete benefits of the program are reflected in the
Contractor's minority and female work-force participation, makes a good faith
effort to meet its individual goals and timetables, and can provide access to
documentation which demonstrate the effectiveness of actions taken on behalf
of the Contractor. The obligation to comply, however, is the Contractor's and
failure of such a group to fulfill an obligation shall not be a defense for the
Contractor's noncompliance.

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

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

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

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

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

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(December 3, 2007)

Disadvantaged Business Enterprise Condition of Award Participation
The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. This goal is considered a condition of award.

DBE Goals
The Contracting Agency has established a goal in the amount of:

Four percent (4%) of the contract total for DBE goals

DBE Eligibility
Selection of DBEs
DBEs proposed by the bidder shall be listed as DBEs on the current list of firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). In absence of being listed, the Contractor may provide written proof from OMWBE documenting that their proposed DBEs are currently certified. A list of firms certified by OMWBE is available from that office and on line through their website (www.omwbe.wa.gov/directory/directory.htm) or by telephone at (360) 704-1181. It shall be the responsibility of the bidder to confirm with OMWBE that the certification of any proposed DBE firm is current and that the firm is certified in the North American Industry Classification System (NAICS) code for the work being proposed. In establishing the certification status of any subcontractor or supplier, the bidder may rely upon the website list or upon any written commitments from OMWBE provided that information is obtained no earlier than 24 hours prior to the time set for bid submittals.

Proposed firms not meeting the specified requirements at the time fixed for the opening of bids will not be credited by the Contracting Agency for the purpose of meeting the goals. The amounts committed to a non-certified firm will not be counted in the evaluation of the bidder's DBE submittal.

In the event that a DBE firm listed is certified at the time of the submission of the bid, but the listed DBE firm is subsequently determined to be ineligible prior to execution of the contract, then the contract execution will proceed and the Contractor will be required to substitute a certified DBE firm for the same amount or to make a good faith effort to do so.
Counting DBE Participation Toward Meeting the Goal and Substitution

Requirements
When a DBE firm participates in a contract, only the value of the work actually performed by the DBE will be counted towards the DBE goal.

1. Count the entire amount of the portion of the contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliates, unless the Prime Contractor is also a DBE). Work performed by a DBE, utilizing resources of the Prime Contractor or its affiliates will not be counted toward DBE goals. In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the Prime Contractor or its affiliates. Should this situation arise, the arrangement must be short-term and must have prior written approval from the Contracting Agency. The arrangement must not erode a DBE firm's ability to perform a Commercially Useful Function (See discussion of CUF, below).

2. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance.

3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the DBE goal only if the DBE's lower tier Subcontractor is also a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goal. The DBE firm may further subcontract to lower tier DBE subcontractors to the extent specified by section 1-08.1.

4. When a non-DBE subcontractor further subcontracts to a lower-tier subcontractor or supplier who is a certified DBE, then that portion of the work further subcontracted may be counted toward the DBE goal, so long as it is a distinct clearly defined portion of the work of the subcontract that the DBE is performing in a commercially useful function with its own forces.

5. Continue to count the work subcontracted to a decertified DBE firm after decertification, provided the prime contractor had a subcontract in force before the decertification and the prime contractor's actions did not influence the DBE's decertification.

DBE Prime Contractor
A DBE prime Contractor may only count the work performed with its own forces and the work performed by DBE Subcontractors and DBE suppliers. In the event that the DBE Prime contractor becomes decertified during the contract, for reasons other than graduation from the program, the portion of the work performed after the decertification will not count toward the goal. If this work is part of the Condition of Award the prime will be required to meet
the Condition of award and may do so by increasing the dollars and work to another DBE firm in an amount equal to that which can not be counted, utilize the dollars committed/paid to a non-COA DBE who is already on the project, or make a good faith effort to do so. If the reason for decertification is for graduation, the work of the decertified DBE prime contractor may continue to be counted toward the goal.

Joint Venture
When a DBE performs as a participant in a joint venture, only that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces will count toward COA DBE goal. In the event that the DBE Joint Venture contractor becomes decertified during the contract, for reasons other than graduation from the program, the portion of the work performed after the decertification will not count toward the DBE goal. If this work is part of the Condition of Award the Joint Venture will be required to meet the Condition of award and may do so by increasing the dollars and work to another DBE firm in an amount equal to that which can not be counted, utilize the dollars committed/paid to a non-COA DBE who is already on the project, or make a good faith effort to do so. If the reason for decertification is for graduation the work of the decertified DBE Joint Venture contractor may continue to be counted toward the goal.

Changes in the Quantity of Work

Owner initiated Change Orders
In the event the Contracting Agency reduces quantities or deletes work items that impact a DBE’s work and insufficient work remains on the contract, the Contracting Agency may relieve the prime contractor from attainment of that portion of the goal.

Original Quantity Under runs
In the event that work committed to a DBE firm as part of the COA, under runs the original planned quantities and that work is completed according to the contract, the contractor shall not be required to substitute work for the portion of the COA not achieved.

Contractor-Initiated Proposals—General

1. Reductions or Deletions
Any reduction or deletion of Condition of Award DBE work that is proposed by the Contractor under this provision shall not be permitted without the express prior written consent of the Contracting Agency, including concurrence by WSDOT/OEO, which shall have the discretion to deny approval.

The Contractor must notify and obtain written approval from the contracting agency prior to replacing a DBE or making any change in the participation. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the original DBE, to the extent needed to meet the contract goal.
Any deviation from the DBE condition-of-award letter or contract specifications must be approved by Change Order issued by the Contracting Agency. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount of condition-of-award to the contract.

In addition to the above requirements for reductions in the Condition of Award, additional requirements apply to the two cases of Contractor-Initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

a. That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the Condition of Award agreement; or

b. That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

c. That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

2. Additions
   As stated above, any change in the condition of award will be evidenced by a change order. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request to Sublet shall be submitted in accordance with Section 1-08.1.

If the commitment of work is in the form of additional tasks assigned to an existing subcontractor, then a new Request to Sublet shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed (in writing) to the change.

**Commercially Useful Function**
Payments to a DBE firm will count toward DBE goals only if the DBE is performing a commercially useful function on the contract.
1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself. Two party checks are not allowed.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

**Trucking**

Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is listed on a particular contract.

2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the contract.

3. The DBE receives credit only for the total value of the transportation services it provides on the contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

4. For purposes of this paragraph a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. The DBE may lease trucks from another DBE firm and may enter an agreement with an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE or employs a DBE owner-operator receives credit for the total value of the transportation services the lessee DBE provides on the contract.

6. The DBE may also lease trucks from a non-DBE firm and may enter an agreement with an owner-operator who is a non-DBE. The DBE who leases trucks from a non-DBE or employs a non-DBE owner-operator is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
7. In any lease or owner-operator situation, as described in paragraphs 5 & 6 above, the following rules shall apply:

- A written lease/rental agreement on all trucks leased or rented, showing the true ownership and the terms of the rental must be submitted and approved by the Contracting Agency prior to the beginning of the work. The agreement must show the lessor's name, trucks to be leased, and agreed upon amount or method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. Does not apply to owner-operator arrangements.

- Only the vehicle, (not the operator) is leased or rented. Does not apply to owner-operator arrangements.

8. In order for DBE project goals to be credited, DBE trucking firms must be covered by a subcontract or a written agreement approved by the Contracting Agency prior to performing their portion of the work.

**Expenditures paid to other DBEs**

Expenditures paid to other DBEs for materials or supplies may be counted toward DBE goals as provided in the following:

**Manufacturer**

1. **Counting**
   
   If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.

2. **Definition**
   
   To be a manufacturer, the firm operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

3. In order to receive credit as a DBE manufacturer, the firm must have received an “on-site” review and been approved by WSDOT-OEO to operate as a DBE Manufacturing firm prior to bid opening on any USDOT federally-assisted contract. Use of a DBE manufacturer that has not received an on-site review and approval by WSDOT-OEO prior to bid opening will result in the bid being declared non-responsive. To schedule a review, the manufacturing firm must submit a written request to WSDOT/OEO and may not receive credit towards DBE participation until the completion of the review. Once a firm's manufacturing process has been approved in writing, it is not necessary to resubmit the firm for approval unless the manufacturing process has substantially changed. Information on approved manufacturers (per contract) may be obtained from WSDOT-OEO.
Regular Dealer

1. Counting
   - If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward DBE goals.

2. Definition
   a) To be a regular dealer, the firm must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. It must also be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
   
   b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
   
   c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

3. Regular dealer status is granted on a contract-by-contract basis. To obtain regular dealer status, a formal written request must be made by the interested supplier (potential regular dealer) to WSDOT/OEO. OEO must be in receipt of this request at least seven (7) calendar days prior to bid opening. Included in the request shall be a full description of the project, type of business operated by the DBE, and the manner the DBE will operate as a regular dealer on the specific contract. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2. Once the request is reviewed by WSDOT-OEO, the DBE supplier requesting it will be notified in writing whether regular dealer status was approved. DBE firms that are approved as regular dealers for a contract (whenever possible) will be listed on the WSDOT Internet Homepage at: www.wsdot.wa.gov/biz/contact/ prior to the time of bid opening. In addition, bidders may request confirmation of the DBE supplier's approval to operate as a regular dealer on a specific contract by writing the Office of Equal Opportunity, Washington State Department of Transportation, P.O. Box 47314, Olympia, WA 98504-7314 or by phone at (360) 705-7085. Use of a supplier that has not received approval as a regular dealer prior to bid opening will result in the bid being declared nonresponsive. (unless the contribution of the regular dealer was not necessary to meet the project goal).
Materials or Supplies Purchased from a DBE
With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site may be counted toward the goal. No part of the cost of the materials and supplies themselves may be applied toward DBE goals.

DBE Utilization Certification
To be eligible for award of the contract, the bidder must properly complete and submit a DBE Utilization Certification which has been made a part of the bidder’s formal bid proposal. The Certification will be used by the Contracting Agency in determining whether the bidder’s bid proposal satisfies the DBE contract requirements.

For each DBE described in the Certification, the bidder shall state the project role and work item in which that DBE will participate. A general description of the work to be performed by the DBE shall be included. If a DBE will perform a partial item of work, the bidder shall also include a dollar amount for each partial item of work. The bidder shall also include a dollar amount for each DBE listed in the Certification that will be applied towards meeting or exceeding the assigned DBE contract goal.

In the event of arithmetic errors in completing the Certification, the amount listed to be applied towards the goal for each DBE shall govern and the DBE total shall be adjusted accordingly. The information and commitments demonstrated in the Certification shall become a condition of any subsequent award of a contract to that bidder and the Certification itself shall become a part of the subsequent contract.

The Contracting Agency shall consider as non-responsive and shall reject any bid proposal submitted that does not contain a DBE Certification or contains a DBE Certification that fails to demonstrate that the bidder will meet the DBE participation requirements in one of the manners permitted by the contract as described below.

Selection of Successful Bidder/Good Faith Efforts
The successful bidder shall be selected on the basis of having submitted the lowest responsive bid, which demonstrates good faith effort to achieve the goal. Good faith efforts must be provided with the bid proposal. The first step in demonstrating good faith efforts is to document, through the DBE Utilization Certification, that the bidder has obtained enough DBE participation to meet or exceed the assigned DBE goal. If the bidder is unable to meet the goal as demonstrated above, the bidder shall supply documentation in addition to the DBE Utilization Certification of their good faith efforts to meet the DBE assigned contract goal. The additional documentation, if required, must be provided with the bid proposal.

Based upon all of the relevant documentation submitted with the bid, the Contracting Agency shall determine whether the bidder has made a sufficient good faith effort to seek DBE participation. The Contracting Agency will make
a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. The quality, quantity, and intensity of the different kinds of efforts that the bidder has made will be considered. A determination will be made whether the efforts employed by the bidder were those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts will not be considered to be good faith efforts to meet the DBE contract requirements.

The following is a list of types of actions, which will be considered as part of the bidder’s good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

1. Attendance by the bidder at any pre-solicitation or pre-bid meetings that were scheduled by the Contracting Agency to inform DBEs of contracting and subcontracting or material supply opportunities available on the project;

2. Contacting local Tribes, Tribal Employment Rights Offices (TERO) concerning the subcontracting or supply opportunities in sufficient time to allow the enterprises to participate effectively;

3. Selection by the bidder of specific economically feasible units of the project to be performed by DBEs in order to increase the likelihood of participation by DBEs even if the bidder preferred to perform these work items as the prime contractor;

4. Advertising by the bidder in general circulation, trade association minority and trade oriented, women focus publications, concerning the subcontracting or supply opportunities;

5. Providing written notice from the bidder to a reasonable number of specific DBEs, identified from the OMWBE Directory of Certified Firms for the selected subcontracting or material supply work, in sufficient time to allow the enterprises to participate effectively;

6. Follow-up by the bidder of initial solicitations of interest by contacting the DBEs to determine with certainty whether they were interested. Documentation of this kind of action may include the information outlined below:

   a. The names, addresses, telephone numbers of DBEs who were contacted, the dates of initial contact, and whether initial solicitations of interest were followed-up by contacting the DBEs to determine with certainty whether the DBEs were interested;

   b. A description of the information provided to the DBEs regarding the plans, specifications, and estimated quantities for portions of the work to be performed;
c. Documentation of each DBE contacted but rejected and the reason(s) for that rejection;

7. Providing, to interested DBEs, adequate information about the plans, specifications, and requirements for the selected subcontracting or material supply work;

8. Negotiating in good faith with the DBE firms, and not, without justifiable reason, rejecting as unsatisfactory, bids that are prepared by any DBE;

9. Advertising and making efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;

10. Making any other efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;

11. Using the services of minority community organizations, minority contractor groups, local, state, and federal minority business assistance offices and other organizations identified by WSDOT and advocates for disadvantaged, minority, and women businesses that provide assistance in the recruitment and placement of disadvantaged, minority, and women business enterprises; and

12. Using DBE Supportive Services by contacting the Office of Minority and Women's Business Enterprises DBE Supportive Services Offices:

    Seattle: (206) 553-7356
    Tacoma: (253) 680-7393

If, after review of the documentation provided in the bidder's proposal, the Contracting Agency determines that a good faith effort was made to secure DBE participation, the assigned DBE goal will not be reduced to the bidder's partial commitment. However, the bidder will be formally advised in the award letter that the partial commitment will satisfy the terms of the contract and there will be no adverse effect on the Contractor as a result of the reduced attainment.

Should the low and otherwise responsive bidder fail to meet the DBE participation requirements in one of the manners provided in the proposed contract, its bid proposal will be rejected as non-responsive and the next lowest responsive bid accepted unless the Contracting Agency chooses to reject all bids.

**Administrative Reconsideration**

1. A bidder has the right to reconsideration in the event its bid has been found to be nonresponsive due to a failure to make adequate good faith efforts to meet the DBE goal requirements of this specification. The
bidder must request reconsideration within five working days of notification of being nonresponsive or forfeit the right to reconsideration.

2. The Contracting Agency's decision on reconsideration of the bidders good faith efforts shall be made by an official who did not take part in the original determination that the bidder failed to meet the goal or make adequate good faith efforts to do so.

3. The bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the bidder's position as to why the documents provided with its bid proposal supported adequate good faith efforts to meet the DBE contract requirements. The bidder's support for its position must be based on its bid submittal. The bidder may provide further explanation/clarification of the information and materials in the submittal, but no new materials or information will be considered by the official in reaching a decision on reconsideration.

4. The official shall send the bidder a written decision on reconsideration, explaining the basis for the finding as to whether the bidder's bid submittal supported adequate good faith efforts to meet the DBE contract requirements.

The Contracting Agency has been advised that the United States Department of Transportation will not accept appeals concerning results of the reconsideration process.

Procedures Between Award and Execution

After award of the contract, the successful bidder shall provide the additional information described below. A failure to comply shall result in the forfeiture of the bidder's proposal bond or deposit.

The Contracting Agency will notify the successful bidder of the award of the contract in writing and will include a request for a further breakdown of the DBE information. After award and prior to execution of the contract, the bidder shall submit the following items:

1) Additional information for all successful DBE's as shown on the DBE Utilization Certification:

- Correct business name, federal employee identification number (if available), and mailing address.
- List of all bid items assigned to each successful DBE firm, including unit prices and extensions.
- Description of partial items (if any) to be sublet to each successful DBE firm specifying the distinct elements of work under each item to be performed by the DBE and including the dollar value of the DBE portion.

Total amounts shown for each DBE shall not be less than the amount shown on the Utilization Certification. This submittal, showing the DBE work item breakdown, when accepted by the Contracting Agency and resulting in contract execution, shall become a part of
the contract. A breakdown that does not conform to the DBE Utilization Certification or that demonstrates a lesser amount of DBE participation than that included in the Certification will be returned for correction. The contract will not be executed by the Contracting Agency until a satisfactory breakdown has been submitted.

(2) A list of all firms who submitted a bid or quote in an attempt to participate in this project whether they were successful or not. Include the correct business name, federal employer identification number (optional) and a mailing address.

The firms identified by the Contractor may be contacted to solicit general information as follows:

1. age of the firm
2. average of its gross annual receipts over the past three years

Procedures After Execution

Reporting

The Contractor shall submit a "Quarterly Report of Amounts Credited as DBE Participation" (actual payments) on a quarterly basis for any calendar quarter in which DBE work is accomplished or upon completion of the project, as appropriate. The quarterly reports are due on January 20th, April 20th, July 20th, and October 20th of each year. The dollars reported will be in accordance with the "Counting DBE Participation" section of this specification.

In the event that the payments to a DBE have been made by an entity other than the Prime Contractor (as in the case of a lower-tier subcontractor or supplier), then the Prime Contractor shall obtain the quarterly report, including the signed affidavit, from the paying entity and submit the report to the Contracting Agency.

Damages for Noncompliance

When a Contractor violates the DBE provisions of the contract, the Contracting Agency may incur damages. These damages consist of additional administrative costs including, but not limited to, the inspection, supervision, engineering, compliance, and legal staff time and expenses necessary for investigating, reporting, and correcting violations as well as loss of federal funding. Damages attributable to a Contractor's violations of the DBE provisions may be deducted from progress payments due to the Contractor or from retainage withheld by the Contracting Agency as allowed by RCW 60.28.021. Before any money is withheld, the Contractor will be provided with a notice of the basis of the violations and an opportunity to respond.

The Contracting Agency's decision to recover damages for a DBE violation does not limit its ability to suspend or revoke the Contractor's pre-qualification status or seek other remedies as allowed by federal or state law. In appropriate circumstances, the Contracting Agency may also refer the Contractor to state or federal authorities for additional sanctions.
Required Disadvantaged Business Enterprise Provisions
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 contracts, which contain funding assistance from the United
States Department of Transportation. Failure by the Contractor to carry out
these requirements is a material breach of this contract, which may result in
the termination of this contract or such other remedy as the Contracting
Agency deems appropriate.

If the Contractor does not comply with any part of its contract as required
under 49 CFR part 26, and/or any other applicable law or regulation regarding
DBE, the Contracting Agency may withhold payment, suspend, or terminate
the contract, and subject the Contractor to civil penalties of up to ten percent
of the amount of the contract for each violation. In the case of WSDOT
contracts, repeated violations, exceeding a single violation, may disqualify the
Contractor from further participation in WSDOT contracts for a period of up to
three years. An apparent low bidder must be in compliance with these
contract provisions as a condition precedent to the granting of a notice of
award by the Contracting Agency. The Contractor is entitled to request an
adjudicative proceeding with respect to the Contracting Agency’s
determination of contract violation and assessed penalties by filing a written
application within thirty days of receipt of notification. The adjudicative
proceeding, if requested, will be conducted by an administrative law judge
pursuant to the procedures set forth in RCW 34.05 and Chapter 10.08 of the
Washington Administrative Code.

Payment
Compensation for all costs involved with complying with the conditions of this
specification and any associated DBE requirements is included in payment for the
associated contract items of work.

(March 13, 1995)

1-07.12 Federal Agency Inspection
Section 1-07.12 is supplemented with the following:

Required Federal Aid Provisions
The Required Contract Provisions Federal Aid Construction Contracts (FHWA
1273) and the amendments thereto supersede any conflicting provisions of the
Standard Specifications and are made a part of this contract; provided, however,
that if any of the provisions of FHWA 1273, as amended, are less restrictive than
Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273, as amended, included in this contract require that
the Contractor insert the FHWA 1273 and amendments thereto in each
subcontract, together with the wage rates which are part of the FHWA 1273, as
amended. Also, a clause shall be included in each subcontract requiring the
subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier
subcontracts, together with the wage rates. The Contractor shall also ensure that
this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each
subcontract for subcontractors and lower tier subcontractors. For this purpose,
upon request to the Project Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

(December 2, 2002)

Indian Preference And Tribal Ordinances
This project is located on the Yakama Nation Indian Reservation. It is the Contractor's responsibility to contact the person and/or office listed in this special provision to determine whether any tribal laws or taxes apply. If the tribal laws and taxes do apply, the Contractor shall comply with them in accordance with Section 1-07.1.

Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to encourage Indian employment. These tools may include, but are not limited to, TERO fees, Indian hiring preference, Indian-owned business subcontracting preference and/or an Indian training requirement. Other requirements may be a Tribal business license, a required compliance plan and/or employee registration requirements. Every tribe is different and each may be willing to work cooperatively with the Contractor to develop a strategy that works for both parties. For specific details, the Contractor should contact

Tero
Yakama Indian Tribes Tero Program
P.O. Box 151
Toppenish, WA 98948
(509) 865-5121

The state recognizes the sovereign authority of the tribe, supports the tribe's efforts to enforce its rightful and legal ordinances and expects the Contractor to comply and cooperate with the tribe. The costs related to such compliance shall be borne solely by the Contractor, who is advised to contact the tribal representative listed above, prior to submitting a bid, to assess the impact of compliance on the project.

Although Indian preference cannot be compelled or mandated by the Contracting Agency, there is no limitation whereby voluntary Contractor or subcontractor initiated preferences are given, if otherwise lawful. 41 CFR 60-1.5(a)7 provides as follows:

Work on or near Indian reservations -- It shall not be a violation of the equal opportunity clause for a construction or non-construction Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The use of the word near would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day. Contractors or subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a Contractor from complying with the other requirements as contained in the August 25, 1981 Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors Affirmative Actions Requirements.
1-07.13 Contractor's Responsibility for Work

(August 6, 2001)

Repair of Damage

Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.16 Protection And Restoration Of Property

(******)

Archaeological And Historical Objects

Section 1-07.16(4) is supplemented with the following:

The project area potentially contains cultural, archaeological, or historical objects that may have significance from a cultural, historical, or scientific standpoint. To protect these objects from damage or destruction, the Contracting Agency has an agreement with the Yakama Nation Cultural Resources Program to provide specialists for monitoring during any earthwork operations on an as needed basis.

The Contractor shall conduct its earthwork operations in a manner that will accommodate this monitoring and schedule and coordinate any earthwork operations with the Yakama Nation Cultural Resources Program. At least one full days notice prior to any earthwork operations shall be given to the Yakama Nation Cultural Resources Program to ensure the availability and scheduling of the appropriate specialist.

The cost for the Yakama Nation Cultural Resources specialists time will be reimbursed directly by the Contracting Agency – the Contractor is not responsible for this cost.

(April 2, 2007)

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:
Fiber Optic lines (Embarq) exist on the bridge that will be re-located to poles outside of the right of way to the north. A utility vault common to these Fiber Optic lines exists at the northeast corner of the bridge that will be in close proximity to the guardrail posts. Pre-construction survey work shows that the guardrail posts will clear this vault and therefore there is no plan for the vault's removal. Extra care may be required to place the guardrail posts adjacent to the vault. Other utilities exist in the area, but they are not anticipated to affect the work.

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors, and all utility owners and their contractors prior to beginning onsite work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing or constructing utilities within the project limits are supplied for the Contractor's use:

- Embarq
  - Phil Hill
  - (509) 839-6660 (W)
  - (509) 305-0317 (C)

- Benton REA
  - Rich Legerski
  - (509) 786-4940 (W)

- Wapato Irrigation Project
  - Virgil Lallahshute
  - (509) 877-3155 ext 222 (W)
  - (509) 728-8161 (C)

- Pacific Power
  - Mike Paulson
  - (509) 575-3158 (W)
  - (509) 952-3101 (C)

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(May 10, 2006 APWA GSP)

1-07.18(1) General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A:- VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.
B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

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

D. The insurance polices shall contain a "cross liability" provision.

E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or insurance pool coverage.

F. All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of 30 days prior written notice to the Contracting Agency of any cancellation in any insurance policy.

G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s).

H. The Contractor shall not begin work under the contract until the required insurance has been obtained and approved by the Contracting Agency.

I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

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

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

1-07.18(3) Subcontractors

Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.
1-07.18(4) Evidence of Insurance

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

- Per project aggregate
- Premises/Operations Liability
- Products/Completed Operations – for a period of one year following final acceptance of the work.
- Personal/Advertising Injury
- Contractual Liability
- Independent Contractors Liability
- Stop Gap / Employers' Liability
- Explosion, Collapse, or Underground Property Damage (XCU)
- Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds)

Such policy must provide the following minimum limits:

- $1,000,000 Each Occurrence
- $2,000,000 General Aggregate
- $1,000,000 Products & Completed Operations Aggregate
- $1,000,000 Personal & Advertising Injury, each offence

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

1-07.18(5)B Automobile Liability

Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such policy(ies) must provide the following minimum limit:
$1,000,000 combined single limit

1-07.18(5)C Workers' Compensation
The Contractor shall comply with Workers' Compensation coverage as required by the Industrial
Insurance laws of the state of Washington.

1-07.23 Public Convenience And Safety

Construction Under Traffic
Section 1-07.23(1) is supplemented with the following:

(April 2, 2007)
Work Zone Clear Zone
The Work Zone Clear Zone (WZCZ) applies during working and nonworking
hours. The WZCZ applies only to temporary roadside objects introduced by
the Contractor's operations and does not apply to preexisting conditions or
permanent Work. Those work operations that are actively in progress shall be
in accordance with adopted and approved Traffic Control Plans, and other
contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ
unless they are protected by permanent guardrail or temporary concrete
barrier. The use of temporary concrete barrier shall be permitted only if the
Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only
materials absolutely necessary to construction shall be within the WZCZ and
only construction vehicles absolutely necessary to construction shall be
allowed within the WZCZ or allowed to stop or park on the shoulder of the
roadway.

The Contractor's nonessential vehicles and employees private vehicles shall
not be permitted to park within the WZCZ at any time unless protected as
described above.

Deviation from the above requirements shall not occur unless the Contractor
has requested the deviation in writing and the Engineer has provided written
approval.

Minimum WZCZ distances are measured from the edge of traveled way and
will be determined as follows:
<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Distance From Traveled Way (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 mph or less</td>
<td>10 * or 2-feet beyond the outside edge of sidewalk</td>
</tr>
<tr>
<td>40 mph</td>
<td>15</td>
</tr>
<tr>
<td>45 to 55 mph</td>
<td>20</td>
</tr>
<tr>
<td>60 mph or greater</td>
<td>30</td>
</tr>
</tbody>
</table>

Minimum Work Zone Clear Zone Distance

1-07.24 Rights of Way

(October 1, 2005 APWA GSP)

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

Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been
granted to use the property and all necessary permits have been obtained or, in the case of
a release, that the restoration of the property has been satisfactorily accomplished. The
statement shall include the parcel number, address, and date of signature. Written releases
must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference
(May 25, 2006 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held
between the Contractor, the Engineer and such other interested parties as may be invited.
The purpose of the preconstruction conference will be:
1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected
   by the work;
3. To establish and review procedures for progress payment, notifications, approvals,
   submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction meeting the following:
1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 1993)
Prior to any subcontractor or lower tier subcontractor beginning work, the
Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that
a written agreement between the Contractor and the subcontractor or between the
subcontractor and any lower tier subcontractor has been executed. This
certification shall also guarantee that these subcontract agreements include all the
documents required by the Special Provision Federal Agency Inspection.

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

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

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

Revise this section to read:

1-08.4 Notice to Proceed and Prosecution of the Work

(October 1, 2005 APWA GSP)

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

(March 13, 1995)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within **60 working days**.

1-08.5 Time for Completion

(June 28, 2007 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day
of that week will be charged as a working day whether or not the Contractor works on that
day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract
after all the Contractor's obligations under the contract have been performed by the
Contractor. The following events must occur before the Completion Date can be
established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by
law, to allow the Contracting Agency to process final acceptance of the contract. The
following documents must be received by the Project Engineer prior to establishing a
completion date:
   a. Certified Payrolls (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of
      Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Property owner releases per Section 1-07.24

1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account
(October 1, 2005 APWA GSP)

Supplement this Section with the following:

Owner has estimated and included in the Proposal, dollar amounts for all items to be paid
per force account, only to provide a common proposal for Bidders. All such dollar amounts
are to become a part of Contractor's total bid. However, Owner does not warrant expressly
or by implication, that the actual amount of work will correspond with those estimates.
Payment will be made on the basis of the amount of work actually authorized by Engineer.

1-09.13(3) Claims $250,000 or Less
(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total
$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by
nonbinding ADR processes, shall be resolved through litigation unless the parties mutually
agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration
(October 1, 2005 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of
the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
the Superior Court of the county in which the Contracting Agency's headquarters are
located. The decision of the arbitrator and the specific basis for the decision shall be in
writing. The arbitrator shall use the contract as a basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL

Traffic Control Management

General

(August 2, 2004)

Section 1-10.2(1) is supplemented with the following:

The Traffic Control Supervisor shall be certified by one of the following:

- The Northwest Laborers-Employers Training Trust
  27055 Ohio Ave.
  Kingston, WA 98346
  (360) 297-3035

- Evergreen Safety Council
  401 Pontius Ave. N.
  Seattle, WA 98109
  1-800-521-0778 or
  (206) 382-4090

Measurement

(August 2, 2004)

Section 1-10.4(1) is supplemented with the following:

The proposal contains the item “Project Temporary Traffic Control,” lump sum. The
provisions of Section 1-10.4(1) shall apply.

DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

Description

Section 2-01.1 is supplemented with the following:

(March 13, 1995)

Clearing and grubbing on this project shall be performed within the following limits:

The Contractor shall clear and grub as staked unless otherwise directed by
the Engineer. The Contractor shall remove and dispose of all existing shrubs,
tress, etc. whether or not they are shown on the plans.

Payment

(January 5, 1998)
The first and second paragraphs of Section 2-01.5 are revised to read as follows:

Payment will be made in accordance with Section 1-04.1 for the following bid items when they are included in the proposal:

All costs for clearing and grubbing on this project shall be included in the lump sum item.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

(******)

Salvage of Removed Structure Items

The Yakima County Public Services Road Maintenance Division wishes to salvage timber that is still in serviceable condition. To this end, the Contractor shall work with Yakima County in this salvage operation.

As determined by the Yakima County Public Services Road Maintenance Division, the Contractor shall carefully salvage timbers that are determined to be in serviceable condition and lay them on the roadway adjacent to the existing bridge. The Contractor shall use reasonable care during the salvage operation. All timbers determined to be in serviceable condition shall remain the property of the Contracting Agency.

To allow scheduling for labor and equipment, the Contractor shall give Yakima County Public Services Road Maintenance Division one calendar week notice of the scheduled date for the commencement of demolition/salvage operations. Please contact Augie Martinez at (509) 574-2330.

All remaining components of the existing bridge that are not determined as salvage by the Yakima County Public Services Road Maintenance Division shall become the property of the Contractor and be disposed of per the Standard Specifications.

(******)

Section 2-02.3 paragraph four is deleted and replaced by the following:

No waste site has been provided for the disposal of removed material that is not to be salvaged. All material not salvaged shall become the property of the Contractor and shall be removed from the site or otherwise disposed of as approved by the Engineer. The Contractor shall provide his own waste site for excess excavation, debris, etc., and all costs involved shall be considered incidental to the other bid items, and no further payment will be made. Written permission (if Contractor uses private waste sites) shall be provided to the County from property owners of any waste site prior to its use.

Construction Requirements

Section 2-02.3 is supplemented with the following:

Removal of Bridges, Box Culverts, and other Drainage Structures

Section 2-02.3(2) is supplemented with the following:

(June 26, 2000)
The Contractor shall remove existing Bridge #1354 after routing traffic onto the detour route.

(June 26, 2000)

Bridge Demolition Plan
The Contractor shall submit a bridge demolition plan with working drawings and calculations to the Engineer for approval in accordance with Section 6-01.9, showing the method of removing the existing bridge(s), or portions of bridges, as specified.

The bridge demolition plan shall show support bents, bracing, guys, lifting devices, lifting attachments, the sequence of demolition and removal, the type of equipment to be used in all demolition and removal operations, the location of cranes and barges, the location of support or lifting points, and the weights of structure parts being removed. The plan shall include a crane stability analysis and crane load calculations based on the controlling crane picks of the Contractor's plan. The plan shall detail the containment, collection, and disposal of all debris. The plan shall show all stages of demolition.

The Contractor shall not begin removal operations until receiving the Engineer's approval of the bridge demolition plan.

(******)

Removal Limits in Water
The existing pier piles of Bridge #1354 and about 12 older piles within Toppenish Creek shall be removed to the bottom of the channel. Any bridge removal debris shall be removed from Toppenish Creek.

Use of Explosives

(June 26, 2000)
Explosives shall not be used in the demolition.

(August 6, 2007)

Requirements for Closing Bridge to Traffic Prior to Beginning Removal
The Contractor shall not close the existing bridge to traffic, and shall not begin bridge removal operations, until the following conditions are met:

1. The Contractor has received the Engineer's approval of the bridge demolition plan.

2. The Contractor has received the Engineer's approval of all shop drawings and materials submittals for materials required for the work to be executed during the closure.

3. The Contractor has submitted a report on the status of material delivery to the Engineer. The report shall specify the materials already available at the site, the materials yet to arrive at the site, and the scheduled delivery dates of the materials yet to arrive at the site, with written verification from the supplier or copies of confirmed purchase orders indicating the delivery dates of the materials yet to arrive at the site.
4. The Contractor shall provide an updated progress schedule in accordance with Section 1-08.3 confirming that the scheduled delivery of materials will meet the schedule to complete the work within the allowed time. The Contractor shall supplement the progress schedule with a written narrative describing the assumed production rates and planned resource allocations that support the bridge construction activity durations provided in the progress schedule.

5. The Contractor has received the Engineer's approval to proceed.

Payment

Section 2-02.5 is supplemented with the following:

(June 26, 2000)
"Remove Existing Bridge", lump sum.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

2-03.3(7) Disposal Of Surplus Material

2-03.3(7)A General

Section 2-03.3(7)A of the Standard Specifications is supplemented with the following:

(******)
Yakima County is not providing a waste disposal site for this project. Therefore, the Contractor shall make arrangements, at his own expense, for the disposal of excess waste materials and shall protect the Contracting Agency from all damages that may arise from the waste disposal operations.

2-03.3(14) Embankment Construction

2-03.3(14)C Compacting Earth Embankments

Section 2-03.3(14)C is supplemented with the following:

(******)
Compaction of embankments and excavations shall be by Method "C" as specified under Section 2-03.3(14)C.

2-03.5 Payment

Section 2-03.5 is supplemented with the following:

Section 2-03.5 of the Standard Specifications is deleted and replaced with the following:

(******)
The Contract Unit Price for "Roadway Excavation Including Haul," per Cubic Yard, shall be full compensation for all labor, equipment, tools, and materials necessary...
to excavate, load, haul, place, compact, shape, or otherwise dispose of the
materials including existing hot mix asphalt pavements, and any other work
required to complete this item as specified and no further payment shall be made.

No separate payment shall be made for embankment compaction and all
costs to perform this work as required shall be included in the unit bid
price per cubic yard for "Roadway Excavation Including Haul".

DIVISION 6
STRUCTURES

6-02 CONCRETE STRUCTURES

Materials
Section 6-02.2 is supplemented with the following:

(April 7, 2008)
Resin Bonded Anchors
The resin bonded anchor system shall include the nut, washer, and threaded
anchor rod which is installed into hardened concrete with a resin bonding material.
The resin bonded anchor system shall conform to the following requirements:

1. Threaded Anchor Rod and Nuts
Threaded anchor rods shall conform to ASTM A 193 Grade B7 or ASTM A
449, except as otherwise noted, and be fully threaded. Threaded anchor
rods for stainless steel resin bonded anchor systems shall conform to
ASTM F 593 and shall be Type 304 unless otherwise specified.

Nuts shall conform to AASHTO M 291, Grade DH, except as otherwise
noted. Nuts for stainless steel resin bonded anchor systems shall
conform to ASTM F 594 and shall be Type 304 unless otherwise
specified.

Washers shall conform to AASHTO M 293, except as otherwise noted.
Washers for stainless steel resin bonded anchor systems shall conform to
ASTM A 240 and the geometric requirements of ANSI B18.22.1 and shall
be Type 304 Stainless Steel unless otherwise specified.

Nuts and threaded anchor rods, except those manufactured of stainless
steel, shall be galvanized in accordance with AASHTO M 232.
Galvanized threaded anchor rods shall be tested for embrittlemment after
galvanizing, in accordance with Section 9-06.5(4).

Threaded anchor rods used with resin capsules shall have the tip of the
rod chiseled in accordance with the resin capsule manufacturer's
recommendations. Galvanized threaded rods shall have the tip chiseled
prior to galvanizing.

2. Resin Bonding Material
Resin bonding material shall be one of the following:
1. Vinylester resin.
2. Polyester resin.
3. Methacrylate resin.
4. A two component epoxy resin.

3. Ultimate Anchor Tensile Capacity
Resin bonded anchors shall be tested in accordance with ASTM E 488 to have the following minimum ultimate tensile load capacity when installed in concrete having a maximum compressive strength of 6000 pounds per square inch (psi) at the embedment specified below:

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<th>Anchor Diameter (inch)</th>
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<th>Embedment (inch)</th>
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<td>3-3/8</td>
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<tr>
<td>1-1/4</td>
<td>70,000</td>
<td>11-1/4</td>
</tr>
</tbody>
</table>

(June 26, 2000)

Compression Seal Expansion Joint System
Compression seal glands shall be selected from the approved products listed in the WSDOT Qualified Products List, latest edition, and sized as appropriate for the compression seal expansion joints shown in the Plans.

Bridge Supported Utilities

(June 26, 2000)
Inserts shall be of the type and model specified in the Plans. Inserts shall be galvanized in accordance with AASHTO M 111.

Expansion Joints
Section 6-02.3(13) is supplemented with the following:

(June 26, 2000)
Strip Seal Expansion Joint System
The Contractor shall submit working drawings of the expansion joint system to the Engineer for approval in accordance with Section 6-03.3(7). These plans shall include but not be limited to the following:

1. Plan, elevation, and sections of the joint system and all components, with dimensions and tolerances.
2. All material designations.
3. Manufacturer's written installation procedure.
4. Corrosion protection system used on the metal components.

5. Locations of welded shear studs, lifting mechanisms, temperature setting devices, and construction adjustment devices.

6. Method of sealing the system to prevent leakage of water through the joint.

The strip seal shall be removable and replaceable.

Other than items shown in the Plans, threaded studs used for construction adjustments are the only items that may be welded to the steel shapes provided they are removed by grinding after use, and the area repaired by application of an approved corrosion protection system.

If the opening between the steel shapes is anticipated to be less than 1-1/2 inches at the time of seal installation, the seal may be installed prior to encasement of the steel shapes in concrete.

After the joint system is installed, the joint shall be flooded with water and inspected, from below the joint, for leakage. If leakage is observed, the joint system shall be repaired by the Contractor, as recommended by the manufacturer and approved by the Engineer, at no additional cost to the Contracting Agency.

(June 26, 2000)
Compression Seal Expansion Joint System
The compression seal expansion joint system shall be installed in accordance with the manufacturer's written recommendations. The Contractor shall submit the manufacturer's written installation procedure to the Engineer prior to installing the expansion joint system.

After the joint system is installed, the joint area shall be flooded with water and inspected, from below the joint, for leakage. If leakage is observed, the joint system shall be repaired by the Contractor, as recommended by the manufacturer and approved by the Engineer, at no additional cost to the Contracting Agency.

Grout for Anchor Bolts and Bridge Bearings
Section 6-02.3(20) is supplemented with the following:

(June 26, 2000)
Grout placed at the following locations shall conform to the requirements of this section.

Bridge bearing grout pads

Measurement
Section 6-02.4 is supplemented with the following:

(June 26, 2000)
Superstructure – Bridge #1354 contains the following approximate quantities of materials and work:

- St. Reinf. Bar ............................................ 20,422 LB
- Epoxy Coated St. Reinf. Bar ...................... 22,864 LB
- Prestressed Precast WF58G Girders ............ 7 Each
- Concrete Class 4000D .................................... 206 CY
- Concrete Class 4000 ................................... 68 CY
- Utility Inserts ............................................. 24 Each
- Elastomeric Bearing Pads .......................... 14 Each
- Elastomeric Stop Pads ................................. 28 Each
- Bearing Grout Pads ..................................... 14 Each
- Diaphragm Anchor Inserts and Bolts ........... 6 Each
- Compression Seals ....................................... 2 Each
- Traffic Barrier ........................................... 294 LF

The quantities are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes will be made in the lump sum contract price for Superstructure – Bridge #1354 even though the actual quantities required may deviate from those listed.

The third bid item under Section 6-02.5 is supplemented with the following:

(June 26, 2000)

All costs in connection with designing, furnishing, and installing the superstructure shall be included in the lump sum contract price for “Superstructure – Bridge #1354”.

6-05 PILING

6-05.5 Payment

Section 6-05.5 is supplemented with the following:

(******)

Payment for Bid Item “Commercial Concrete For Piling” per CY is as required to fill each pile after driving and shall include all costs to fill each pile with commercial concrete.

6-10 CONCRETE BARRIER

Construction Requirements

Payment

Section 6-10.5 is supplemented with the following:

(March 6, 2000)

All costs in connection with constructing the concrete traffic barrier shall be included in the lump sum contract price for “Superstructure – Bridge #1354”.
DIVISION 7
DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-04 STORM SEWERS

Measurement
Section 7-04.4 is supplemented with the following:

(******)
The Bid Item "Infiltration Trench", Lump Sum contains the following approximate quantities of materials and work:

8 inch PVC Tee Fitting.................................................. 1 Each
8 inch PVC Cap Fitting.................................................. 2 Each
8 inch PVC Pipe.................................................................. 10 LF
8 inch Perforated PVC Pipe............................................. 20 LF
8 inch PVC 90° Elbow Fitting......................................... 1 Each
8 inch PVC 45° Bend Fitting........................................... 2 Each
Gravel Backfill for Drywell........................................... 15 CY
Drainage Geotextile ..................................................... 450 SF
Excavation..................................................................... As Required

- See Sheet 4 of 21 in the Contract Plan sheets -

The quantities are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes will be made in the lump sum contract price for Infiltration Trench even though the actual quantities required may deviate from those listed.

Section 7-04.5 is supplemented with the following:

(******)
All costs to construct, including the Piping specified, Geotextile, Fittings, Cleanout, Drywell Rock, and Excavation shall be included in the lump sum contract price for "Infiltration Trench".

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

Construction Requirements

General
(April 3, 2006)
Erodible Soil Eastern Washington
The eighth paragraph of Section 8-01.3(1) is revised to read:

Erodible soil not being worked whether at final grade or not, shall be
covered within the following time period using an approved soil cover
practice, unless authorized by the Engineer:

- July 1 through September 30: 30 days
- October 1 through June 30: 15 days

Seeding, Fertilizing and Mulching

Seeding and Fertilizing
Section 8-01.3(2)B is supplemented with the following:

*******)
A grass seed mix design shall be proposed to the Engineer for approval.
Seeds shall be certified "Weed Free," indicating there are no noxious or
nuisance weeds in the seed.

APPENDICES
(July 12, 1999)

APPENDIX A:
Hydraulic Project Approval (HPA)
- Yakama Nation Water Code
- Washington Department of Fish and Wildlife

STANDARD PLANS
April 7, 2008

The State of Washington Standard Plans for Road, Bridge and Municipal Construction
M21-01 transmitted under Publications Transmittal No. PT 08-001, effective April 7,
2008 is made a part of this contract.

The Standard Plans are revised as follows:

All Standard Plans
All references in the Standard Plans to "Asphalt Concrete Pavement" shall be
revised to read "Hot Mix Asphalt".

All references in the Standard Plans to the abbreviation "ACP" shall be revised to
read "HMA".

C-1 Sheet 1
In the TYPE 1 ALTERNATIVE, the title of the first section view is revised to INITIAL
INSTALLATION
B-10.20 and B10.40
Substitute "step" in lieu of "handhold" on plan

C-1a
In the TYPE 11, WOOD POST ASSEMBLY, the 18" long Button Head Bolts are revised to 25" long.

C-1b
In the ANCHOR POST ASSEMBLY, the above ground 7 1/2" long bolt connecting the Wood Breakaway Post to the Foundation Tube is revised to 10" long.

C-2s
Delete reference to Cross-Section A.

C-5
In the A CONNECTION, "Type 3 transition pay limit" is revised to "transition pay limit".

C-8
END VIEW A, shows two dimensions at the connecting pin counterbore opening at the top of the view, 1 1/2" R. and below another dimension of 1 1/2" R., the bottom dimension should be 7/8" R.

C-10 (sheet 2 of 2)
COVER PLATE DETAIL, dimension of the 1" dia. holes, changes from 8" to 3"

C-11b Sheets 1 and 2
In the PRECAST FOOTING, ELEVATION view (Sheet 1) and in the CAST-IN-PLACE FOOTING, ELEVATION view (Sheet 2), COMMERCIAL CONCRETE is revised to CONCRETE CLASS 4000.

In the BREAKAWAY ANCHOR ANGLE, ELEVATION view (Sheet 2), the welding symbols are revised to indicate that the 1/4" Inside Gussets have 1/4" fillet weld joints, and the 1/2" End Gussets have 1/2" fillet weld joints.

C-12
Note 1 is revised to read:

Approved inertial barrier systems (sand barrel arrays) are listed in the Qualified Products List and shall be installed in accordance with the manufacturer's recommendations. Products not listed on the Qualified Products List are considered when submitted with a Request of Approval of Materials (RAM) form.

D-1a through D-1f
Deleted.

F-40.12 through F-40.18
The following note is added to these five plans:

Note 7. To the maximum extent feasible, the ramp cross slope shall not exceed 2%.

K-80.30-00
In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

M-1.60
COLLECTOR DISTRIBUTOR ROAD OFF- CONNECTION, taper dimensions of 225' MIN. is changed to 300' MIN.

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00 ...... 8/07/07  A-30.15-00 ...... 11/08/07  A-40.50-00 ...... 11/08/07
A-10.20-00 ...... 10/05/07  A-30.30-00 ...... 11/08/07  A-60.10-00 ...... 10/05/07
A-10.30-00 ...... 10/05/07  A-30.35-00 ...... 10/12/07  A-60.20-00 ...... 10/05/07
A-20.10-00 ...... 8/31/07  A-40.10-00 ...... 10/05/07  A-60.30-00 ...... 11/08/07
A-30.10-00 ...... 11/08/07  A-40.20-00 ...... 9/20/07  A-60.40-00 ...... 8/31/07
B-5.20-00 ...... 6/01/06  B-30.50-00 ...... 6/01/06  B-75.20-00 ...... 6/01/06
B-5.40-00 ...... 6/01/06  B-30.70-01 ...... 8/31/07  B-75.50-00 ...... 6/08/06
B-5.60-00 ...... 6/01/06  B-30.80-00 ...... 6/08/06  B-75.60-00 ...... 6/08/06
B-10.20-00 ...... 6/01/06  B-30.90-01 ...... 9/20/07  B-80.20-00 ...... 6/08/06
B-10.40-00 ...... 6/01/06  B-35.20-00 ...... 6/08/06  B-80.40-00 ...... 6/01/06
B-10.60-00 ...... 6/08/06  B-35.40-00 ...... 6/08/06  B-82.20-00 ...... 6/01/06
B-15.20-00 ...... 6/01/06  B-40.20-00 ...... 6/01/06  B-85.10-00 ...... 6/01/06
B-15.40-00 ...... 6/01/06  B-40.40-00 ...... 6/01/06  B-85.20-00 ...... 6/01/06
B-15.60-00 ...... 6/01/06  B-45.20-00 ...... 6/01/06  B-85.30-00 ...... 6/01/06
B-20.20-01 ...... 11/21/06  B-45.40-00 ...... 6/01/06  B-85.40-00 ...... 6/08/06
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B-20.60-01 ...... 11/21/06  B-55.20-00 ...... 6/01/06  B-90.10-00 ...... 6/08/06
B-25.20-00 ...... 6/08/06  B-60.20-00 ...... 6/08/06  B-90.20-00 ...... 6/08/06
B-25.60-00 ...... 6/01/06  B-60.40-00 ...... 6/01/06  B-90.30-00 ...... 6/08/06
B-30.10-00 ...... 6/08/06  B-65.20-00 ...... 6/01/06  B-90.40-00 ...... 6/08/06
B-30.20-01 ...... 11/21/06  B-65.40-00 ...... 6/01/06  B-90.50-00 ...... 6/08/06
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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
(REV 3-10-94) (7-00)

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Payment of Predetermined Minimum Wage
V. Statements and Payrolls
VI. Record of Materials, Supplies, and Labor
VII. Subletting or Assigning the Contract
VIII. Safety: Accident Prevention
IX. False Statements Concerning Highway Projects
X. Implementation of Clean Air Act and Federal Water Pollution Control Act
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
XII. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These Contract provisions shall apply to all work performed on the Contract by the Contractor’s own organization and with the assistance of workers under the Contractor’s immediate superintendence and to all work performed on the Contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the Contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the Contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include
disputes between the Contractor (or any of its subcontractors) and the contracting agency, the DOL, or the Contractor’s employees or their representatives.

6. **Selection of Labor:** During the performance of this Contract, the Contractor shall not:

   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. **Nondiscrimination**

(Applicable to all Federal-aid construction Contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the Contractor’s project activities under this Contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Contract. In the execution of this Contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

   a. The Contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the Contract.

   b. The Contractor will accept as his operating policy the following statement:

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

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

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

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

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

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the Contractor’s procedures for locating and hiring minority group employees.

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

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

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

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

b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor’s compliance with EEO Contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this Contract, this subparagraph will be superseded as indicated in the special provision.

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

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

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

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

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to
race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these Specifications, such Contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

   a. The Contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Contract.
   
b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this Contract. The Contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

   c. The Contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of 3 years following completion of the Contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

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

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

      (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

      (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

   b. The Contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and nonminority group employees currently engaged in each work classification required by the Contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES
(Applicable to all Federal-aid construction Contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this Contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction Contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this Contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The Contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction Contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter “the wage determination”) which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates confirmed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3(b), hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
b. Laborers or mechanics performing work in more than 1 classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this Contract.

2. Classification:

a. The SHA Contracting officer shall require that any class of laborers or mechanics employed under the Contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The Contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the Contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the Contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

d. In the event the Contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the Contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:
a. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the Contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:
(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the Contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the Contractor or subcontractor under this Contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted Contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including
apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the SHA Contracting officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the Contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same Prime Contractor, or any other Federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction Contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The Contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:
a. Payrolls and basic records relating thereto shall be maintained by the Contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the Contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section I(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian Contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis Bacon Act, the Contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each Contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the Contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 2d of this Section V.
f. The falsification of any of the above certifications may subject the Contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The Contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the Contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid Contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification Contracts, and Contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the Contractor shall:

   a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, “Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds,” prior to the commencement of work under this Contract.

   b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

   c. Furnish, upon the completion of the Contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the Prime Contractor’s option, either a single report covering all Contract work or separate reports for the Contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The Contractor shall perform with its own organization Contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the Contract) of the total original Contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original Contract price before computing the amount of work required to be performed by the Contractor’s own organization (23 CFR 635).

   a. “Its own organization” shall be construed to include only workers employed and paid directly by the Prime Contractor and equipment owned or rented by the Prime Contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the Prime Contractor.

   b. “Specialty Items” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of Contracting organizations qualified and expected to bid on the Contract as a whole and in general are to be limited to minor components of the overall Contract.
2. The Contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the Contract provisions.

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

4. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the Prime Contract.

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this Contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by Engineers, Contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in 1 or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL- AID HIGHWAY PROJECTS
18 U.S.C. 1020 reads as follows:

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than $10,000 or imprisoned not more than 5 years or both.

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this Contract, or subcontract, as appropriate, the bidder, Federal-aid construction Contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of Contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)
a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

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

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

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the “Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs” (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

   d. Have not within a 3-year period preceding this application/proposal had 1 or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:
   (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

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

   b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

CERTIFICATION REGARDING DEBARMMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

* * * * *
XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction Contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

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

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

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A
EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS
(Applicable to Appalachian contracts only.)

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

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

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

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

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

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

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

5. The Contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
(Exclusive of Appalachian Contracts)

Under Section II, Paragraph 8b is revised as follows:

The reference to 49 CFR 23 is revised to read 49 CFR 26.

Under Section II, Paragraph 8b is supplemented with the following:

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

Under Section II, in accordance with standard specification 1-08.1(1) and applicable RCWs a new paragraph 8d is added as follows:

The contractor or subcontractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract and/or agreement no later than ten (10) days from the receipt of each payment the prime contractor receives from WSDOT or its sub-recipients. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the WSDOT. This clause covers both DBE and non-DBE contractors.

Under Section IV, Paragraph 2b(4) is deleted.

Under Section IV, Paragraph 4, "and helpers" is deleted from the title.

Under Section IV, Paragraph 4a(1), add:

The provisions in this section allowing apprentices to work at less than the predetermined rate when they are registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, or with the Bureau of Apprenticeship and Training, does not preclude a requirement for the Contractor to pay apprentices the full applicable predetermined rate in the event a State Apprenticeship Agency, recognized by the Bureau, has not approved, or withdraws approval, of an apprenticeship program.

Under Section IV, Paragraph 4c is deleted.

Under Section IV, Paragraph 6 is revised by deleting "helpers" and "helper".

Under Section IV, Paragraph 7 is revised by deleting "helpers".

Under Section V, Paragraph 2a is revised by deleting "helpers".

Under Section V, Paragraph 2d(2) is revised by deleting "helper".

Amendment to Form FHWA 1273
Revised October 19, 2005
APPENDIX A

HYDRAULIC PROJECT APPROVAL (HPA)

- Yakama Nation Water Code
- Washington Depart. of Fish and Wildlife
YAKAMA NATION
Water Code Administration
Hydraulic Project Approval
#2008-14
January 14, 2008

BACKGROUND INFORMATION

Application to the Yakama Nation (YN) Water Code Administration for a Hydraulic Project Approval (HPA) permit secures agreement by the applicant that this permit is issued under the jurisdiction of the Yakama Nation. The Hydraulic Project Applicant is: Yakima County Public Services, Contact: Mark Cleaver, 128 North Second Street, Fourth Floor Courthouse, Yakima, WA 98901; phone 509-574-2314.

INTRODUCTION

The project is for proposed hydraulic work located at Fort Road Bridge #1354 located between Barkes and Brownstown Road in Section 6, Township 10, Range 18 EWM.

PROPOSED ACTIVITY

Information as submitted on application is to remove existing timber bridge and construct a new concrete bridge. Estimated time of work will begin on/about July 1, 2008. All Environmental evaluations and permits required including NEPA, SEPA and Corps of Engineers permit, critical area ordinance permit, WSFW, HPA and Section 106 (Nat’il historic preservation act). Existing bridge will be removed so that materials will not enter Toppenish Creek. Fuel spill kits will be on site.

IMPACTS

Air: None

Fisheries & Wildlife: None

Cultural Preservation: No known impacts, but will monitor during any excavation.

Soils: Excavation for abutment construction and bank stabilization.

Water: Minor turbidity from removal of old piles.
Vegetation: Minor removal of vegetation.
Miscellaneous: Driveway at NE quadrant will require relocation.

MITIGATION

Mitigation measures are: soils – erosion contained with silt fence; vegetation – will be reseeded for areas that are disturbed; miscellaneous – will coordinate approval for relocation with Yakama Nation Realty for driveway; cultural preservation – Yakama Nation will inspect/monitor excavation work.

PERMIT CONDITIONS

This project is approved subject to the following provisions:

1. Notification Requirement: The Water Code Office shall be contacted at least three working days prior to start of work, and again within seven days of completion of work to arrange for compliance inspection. The notification shall include the permittee’s name, project location, starting date for work, and the permit number.

2. New access road construction is for temporary use, until completion of project and is not an approval for a new easement or right of way.

3. No waste material shall be disposed of within the boundaries of the Yakama Indian Reservation.

4. Alteration or disturbance of the bank and bank vegetation shall be limited to that necessary to construct the project. Within seven (7) calendar days of project completion, all disturbed areas shall be protected from erosion using vegetation or other means. Within one (1) year of project completion, the banks, including rip-rap areas, shall be revegetated with native or other approved woody species. Vegetative cuttings shall be planted at a maximum interval of three (3) feet (on center) and maintained as necessary for three (3) years to ensure 80 percent survival.

5. Erosion control methods shall be used to prevent siltation. These may include, but are not limited to straw bales, filter fabric, temporary sediment ponds, check dams, and immediate mulching of exposed areas.

6. Wastewater from project activities and water removed from within the work areas shall be contained to prevent any silt, silt-laden water, or other contaminants from entering the stream.

7. Under no circumstances shall a blockage to stream flow or fish passage be created.

8. Bank sloping shall be accomplished in a manner that avoids release of overburden material into the water. Overburden material resulting from the project shall be deposited so it will not reenter the water.
9. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream.

10. Equipment used in this operation shall be inspected, clean and maintained to prevent loss of petroleum products. Equipment used for this project shall be free of external petroleum-based products. No petroleum products shall be allowed to enter water. Drivelines and driveshafts shall not enter the water. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tire, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities alone the stream.

11. Diverting water from a fish bearing stream is not authorized under this permit.

12. Riprap materials used for structure protection shall be clean, angular rock, which shall be installed to withstand the 100-year peak flow.

13. Blasting is not authorized under this permit.

14. Large spill responder kit bags, universal kits/Emergency Spill Kits are required on all vehicles and equipment used for water withdrawal on the Yakama Reservation.

15. This HPA does not authorize trespass. This HPA does not authorize trespass onto property not owned by the permittee. It is the permittee’s responsibility to obtain permission to enter property owned by others.

This hydraulic permit is issued based on the assumption that no significant impacts to water resources are anticipated as a result of this project. This permit is revocable if the Water Code Administration determines that significant impacts to water quality, quantity, channels, fish/aquatic habitat, or riparian conditions are occurring or have occurred.

This permit constitutes a temporary revocable license to perform work within the protected area adjacent to surface waters of the YN. The YN does not have water surplus or excess to its needs. It does not establish or embody a water right or result in the relinquishment of any interest the YN has in its water resources.

Failure to comply with the terms, conditions, and scope of this permit or the provisions of the YN Hydraulic Code may result in the cancellation of this permit and/or civil penalties as listed in the YN Law and Order Code Title 60, Chapter 61 Hydraulic Code. This hydraulic project approval is to be available on the job site at all times and its provisions followed by the permittee and operator performing the work.
RATIONALE FOR THE DECISION

In arriving at this decision, a review of the environmental consequences has been made of the proposed hydraulic project. At this time the hydraulic project proposed under this permit represents an environmentally sound activity.

Please read carefully, sign, and date this agreement. Your signature indicates that you understand and agree to the conditions set above. Project activities may commence when exact date is given and permit is signed and dated.

YN Water Code Director

Lloyd A. Mills Date 3-25-08

I have read the foregoing permit and agree to comply with all conditions and mitigation measures set forth, in exchange for the YN's permission to proceed with hydraulic modifications.

[Signature] Date 4-2-08

Applicant
HYDRAULIC PROJECT APPROVAL

Issue Date: June 07, 2007
Project Expiration Date: December 31, 2008

Control Number: 107152-2
FPA/Public Notice #: N/A

Yakima County Public Works
ATTENTION: Mark Cleaver
123 N. Second Street
Yakima, WA 98901
509-574-2314
Fax: 509-574-2301

Fort Road Bridge Replacement (Yakama Reservation)

Remove existing 3-span timber bridge, remove existing timber piles in channel, and replace with a new single span, pre-stressed concrete girder bridge of greater span and hydraulic capacity.

PROVISIONS

1. TIMING LIMITATIONS: The project may begin immediately and shall be completed by December 31, 2008; provided in-water excavation and placement of fill shall occur July 1st - August 31st, only; and any impact pile driving shall occur July 1st - August 15th, only.

GENERAL:
2. Wastewater from project activities and dewatering shall be routed to an area at least 75 feet landward of the top of the stream bank to allow removal of fine sediment and other contaminants prior to being discharged to state waters. In no case shall improperly treated surface water related to the bridge construction project be directly or indirectly discharged to areas below the ordinary high water line.

3. Extreme care shall be taken to ensure that no petroleum products, hydraulic fluid, sediments, sediment-laden water, fresh cement, chemicals, or any other toxic or deleterious materials are allowed to enter or leach into the stream.

4. Structures containing concrete shall be sufficiently cured prior to contact with water to avoid leaching. Fresh concrete shall not come into contact with state waters. Water containing insufficiently cured concrete products or by-products shall be detained within an upland infiltration/evaporation site.

5. Use of equipment and tools shall conform to provisions of Yakama Nation Hydraulic Project Approval #2006-008.

6. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), operations shall cease and the Yakama Nation Water Code Administration, Washington Department of Fish and Wildlife, and Washington Department of Ecology shall be contacted immediately. Work shall not resume until further approval is given by the Yakama Nation and Washington Department of Fish and Wildlife.
SEDIMENT AND EROSION CONTROL:
7. Approved temporary sediment barriers shall contain all work areas above the OHWM to prevent sediment and construction debris from entering the water. Construction and maintenance of effective sediment barriers in the most waterward areas are required without exception.

8. Entire perimeters of all sediment barriers shall be inspected at least once weekly and within 24 hours following any storm event with more than 13 mm cumulative rainfall. Repairs/restoreation of failed barriers shall be completed within 24 hours.

9. Sediments accumulated at sediment barriers on surfaces sloping directly into the ordinary high water area shall be removed and disposed of in an approved upland site, rather than stabilized.

10. Earthen surfaces of the road prism shall be made smooth to minimize collection of precipitation and encourage sheet runoff flow.

11. Bank resloping shall be accomplished in a manner that avoids release of sediment toward the ordinary high water area. A catchment device shall be used to catch and collect falling materials if the above method is insufficient.

MANAGEMENT OF CONSTRUCTION WASTES AND OTHER RELATED MATERIALS:
12. Construction materials and wastes shall not enter areas waterward of the ordinary high water line, except as specifically required by approved construction plans and applicable permits.

13. Construction materials and wastes shall be stockpiled and stored in a manner that they cannot be accidently displaced to areas waterward of the ordinary high water line by reasonably expectable natural or manmade forces.

OLD BRIDGE REMOVAL:
14. Loosened asphalt, aggregate, earthen materials, and any other toxic or deleterious materials accumulated on the plywood deck and other bridge surfaces shall be completely collected and disposed of prior to the bridge disassembly or removal.

15. Disassembly and removal shall conform to provisions 12 and 13 above, except where wood or steel cutting directly above the ordinary high water area is required. However, particles and pieces more than 0.5' in size (in any dimension) from those cuts need to be captured and disposed of as solid waste.

PLACEMENT OF RIPRAP AROUND BRIDGE END PIERS/ABUTMENTS:
16. Placement of bank protection material waterward of the ordinary high water line shall be restricted to the minimum amount necessary to protect the toe of the bank.

17. A rock toe shall be installed to protect the integrity of bank protection material.

18. Bridge pier protection material shall be clean, angular rock, and shall be installed to withstand 100 year peak flows. River gravels or other round cobbles shall not be used as exterior armor.
SITE RESTORATIONS:
19. Seeding all disturbed ground with native ground cover plants shall be required. Straw shall be spread over all seeded areas. Woody plant cuttings (ie, willow, dogwood, wild rose, etc.) shall be planted on both stream banks, including rip-rapped areas between the OHWL and OHWL plus 10 feet in elevation that are outside the bridge span’s footprint, during November - December 2007. Woody plant cuttings shall be set at a maximum interval of three feet (on center).

20. Plants shall be maintained and watered as necessary for three years to ensure survival. The North Yakima Conservation District can provide appropriate seed, rooted cuttings, or their sources and technical assistance.

PROJECT LOCATIONS

Location #1 Toppenish Creek - Fort Road Bridge #1354

<table>
<thead>
<tr>
<th>WORK START:</th>
<th>June 07, 2007</th>
<th>WORK END:</th>
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<tr>
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<td>Section:</td>
<td>06</td>
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<td>Yakima</td>
<td>Location #1 Driving Directions</td>
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APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW (formerly RCW 77.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

Page 3 of 5
All Hydraulic Project Approvals issued pursuant to RCW 77.55.021 (EXCEPT agricultural irrigation, stock watering or bank stabilization projects) or 77.55.141 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The person(s) to whom this Hydraulic Project Approval is issued has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All agricultural irrigation, stock watering or bank stabilization Hydraulic Project Approvals issued pursuant to RCW 77.55.021 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the person(s) to whom this Hydraulic Project Approval is issued: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.301.

APPEALS INFORMATION

If you wish to appeal the issuance or denial of, or conditions provided in a Hydraulic Project Approval, there are informal and formal appeal processes available.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.021, 77.55.141, 77.55.181, and 77.55.291: A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:
   (A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval; or
   (B) An order imposing civil penalties. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30 days of the denial or issuance of a Hydraulic Project Approval or receipt of an order imposing civil penalties. If agreed to by the aggrieved party, and the aggrieved party is the Hydraulic Project Approval applicant, resolution of the concerns will be facilitated through discussions with the Area Habitat Biologist and his/her supervisor. If resolution is not reached, or the aggrieved party is not the Hydraulic Project Approval applicant, the Habitat Technical Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or his/her designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.021 (EXCEPT agricultural irrigation, stock watering or bank stabilization projects) or 77.55.291: A person who is aggrieved or adversely affected by the following Department actions may request a formal review of:
   (A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval;
   (B) An order imposing civil penalties; or
   (C) Any other 'agency action' for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.
   A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, shall be plainly labeled as 'REQUEST FOR FORMAL APPEAL' and shall be RECEIVED DURING OFFICE HOURS by the Department at 600 Capitol Way North, Olympia, Washington 98501-1091, within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department's written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.021 (agricultural irrigation, stock watering or bank stabilization only), 77.55.141, 77.55.181, or 77.55.241: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO CHAPTER 43.21L RCW: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The FORMAL APPEAL shall be in
acquers accordance with the provisions of Chapter 43.21L RCW and Chapter 199-08 WAC. The request for FORMAL APPEAL shall be in WRITING to the Environmental and Land Use Hearings Board at Environmental Hearings Office, Environmental and Land Use Hearings Board, 4224 Sixth Avenue SE, Building Two, Row Six, P.O. Box 40903, Lacey, Washington 98504; telephone 360/459-6327.

E. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS results in forfeiture of all appeal rights. If there is no timely request for an appeal, the department action shall be final and unappealable.

ENFORCEMENT: Sergeant Grant (22 ) P3

<table>
<thead>
<tr>
<th>Habitat Biologist</th>
<th>509-457-9310</th>
<th>Eric Bartrum for Director WDFW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Bartrum</td>
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CC: Yakama Nation Water Code Enforcement
Lennard Jordan, Yakima County Planning Division
Bambrick, NMFS
PREVAILING WAGE RATES
General Decision Number: WA080001 04/04/2008 WA1
Superseded General Decision Number: WA070001
State: Washington
Construction Types: Heavy (Heavy and Dredging) and Highway
Counties: Washington Statewide.

HEAVY AND HIGHWAY AND DREDGING CONSTRUCTION PROJECTS (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

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CARP00001-008 06/01/2007

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

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<th>GROUP</th>
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WA080001 Modification 3
Federal Wage Determination
SPOKANE AREA:
ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS
AND WHITMAN COUNTIES

GROUP 1:.....................$ 25.01 9.30
GROUP 2:.....................$ 26.51 9.30
GROUP 3:.....................$ 25.27 9.30
GROUP 4:.....................$ 25.01 9.30
GROUP 5:.....................$ 58.04 9.30
GROUP 6:.....................$ 28.02 9.30
GROUP 7:.....................$ 29.02 9.30
GROUP 8:.....................$ 26.27 9.30
GROUP 9:.....................$ 32.02 9.30

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter; Burner-Welder; Rigger and Signaler;
Insulators (all types); Acoustical, Drywall and Metal
Studs, Metal Panels and Partitions; Floor Layer, Sander,
Finisher and Astro Turf; Layout Carpenters; Form Builder;
Rough Framer; Outside or Inside Finisher, including doors,
windows, and jams; Sawfiler; Shingler (wood, composition)
Solar, Fiberglass, Aluminum or Metal; Scaffold Erecting and
Dismantling; Stationary Saw-Off Bearer; Wire, Wood and
Metal Lather Applicator

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, Bell/Vehicle or Submersible Operator, Not Under
Pressure.

GROUP 8: Assistant Tender, ROV Tender/Technician.

GROUP 9: Manifold Operator - Mixed Gas

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

DISPATCH POINTS:
CARPENTERS/MILLWRIGHTS: PASCO (2819 W. SYLVESTER) 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: MOSCON (302 N. JACKSON) or Main Post Office of established residence of employee, whichever is closest to the worksite.

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:
50-100 feet $2.00 per foot
101-150 feet $3.00 per foot
151-220 feet $4.00 per foot
221 feet and deeper $5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:
0-25 FEET Free
26-300 feet $1.00 per Foot

SATURATION DIVING
The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

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

LEVEL D + $.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.
LEVEL C + $.50 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B + $.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".
LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

WA080001 Modification 3
Federal Wage Determination
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 and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

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<td>DRYWALL......................... $27.56</td>
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<td>FLOOR LAYERS &amp; FLOOR FINISHERS (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed); INSULATORS (fiberglass and similar irritating materials................. $27.71</td>
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DEPTH PAY:
50 TO 100 FEET $1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET $1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET $2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00
BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

CARP0770-003 06/01/2007

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Carpenters:

CENTRAL WASHINGTON:
CHelan, Douglas (West of
the 120th Meridian),
Kittitas, Okanogan (West
of the 120th Meridian) and
Yakima Counties

ACCOUSTICAL WORKERS ........ $ 23.25 10.85
BRIDGE, DOCK AND WHARF
CAPTAIN, OVER MAN &
HIGHWAY ..................... $ 32.49 10.85
CAPTAIN AND DRYWALL
APPLICATORS ................. $ 23.25 10.85
CAPTAIN ON CREOSOTE
MATERIAL .................... $ 23.25 10.85
DIVERS TENDER ............... $ 33.29 10.93
DIVERS ...................... $ 74.82 10.93
INSULATION APPLICATORS .... $ 23.25 10.85
MILLWRIGHT AND MACHINE
ERECTORS ................... $ 33.49 10.85
PILE DRIVER, DRIVING,
PULLING, CUTTING, PLACING
COLLAR, SETTING, WELDING
OR CREOSOTE TREATED
MATERIAL, ALL PILING ....... $ 32.69 10.85
SAW FILERS, STATIONARY
POWER SAW OPERATORS,
FLOOR FINISHER, FLOOR
LAYER, SHINGLER, FLOOR
SANDER OPERATOR AND
OPERATORS OF OTHER
STATIONARY WOOD WORKING
TOOLS ...................... $ 23.25 10.85
(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 FILEDRIVER 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

----------------------------------
Carpenters: WESTERN WASHINGTON:  
CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS  
excludes piledrivers only), MASON, PACIFIC (North of a straight line  
made by extending the north boundary line of Wahkiakum County west to  
the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND  
WHATCOM COUNTIES

<table>
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<tr>
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<th>Rates</th>
<th>Fringes</th>
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<td>ACOUSTICAL WORKERS........</td>
<td>$ 32.62</td>
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<td>BRIDGE, DOCK &amp; WHARF</td>
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<td>$ 32.49</td>
<td>11.26</td>
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<td>CARPENTERS AND DRYWALL</td>
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<td></td>
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<tr>
<td>APPLICATORS...............</td>
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<td>11.26</td>
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<td>DIVERS....................</td>
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<td>10.93</td>
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<td>INSULATION APPLICATORS....</td>
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<tr>
<td>MILLWRIGHT AND MACHINE</td>
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<td>ERECTORS..................</td>
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<td>11.26</td>
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<td>FILEDRIVER, DRIVING,</td>
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<td>COLLARS, SETTING, WELDING</td>
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<td></td>
</tr>
<tr>
<td>OR CREOSOTE TREATED</td>
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</tr>
<tr>
<td>MATERIAL, ALL PILING......</td>
<td>$ 32.69</td>
<td>11.26</td>
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<td>SAWFILERS, STATIONARY</td>
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<tr>
<td>POWER SAW OPERATORS,</td>
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<tr>
<td>FLOOR FINISHER, FLOOR</td>
<td></td>
<td></td>
</tr>
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<td>LAYER, SHINGLER, FLOOR</td>
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<td>SANDER OPERATOR AND</td>
<td></td>
<td></td>
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<tr>
<td>OPERATORS OF OTHER</td>
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<td></td>
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<tr>
<td>STATIONARY WOOD WORKING</td>
<td></td>
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</tr>
<tr>
<td>TOOLS.....................</td>
<td>$ 32.62</td>
<td>11.26</td>
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</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>City</th>
<th>City</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seattle</td>
<td>Olympia</td>
<td>Bellingham</td>
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<tr>
<td>Auburn</td>
<td>Bremerton</td>
<td>Anacortes</td>
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<tr>
<td>Renton</td>
<td>Shelton</td>
<td>Yakima</td>
</tr>
<tr>
<td>Aberdeen-Hoquiam</td>
<td>Tacoma</td>
<td>Wenatchee</td>
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<tr>
<td>Ellensburg</td>
<td>Everett</td>
<td>Port Angeles</td>
</tr>
<tr>
<td>Centralia</td>
<td>Mount Vernon</td>
<td>Sunnyside</td>
</tr>
<tr>
<td>Chelan</td>
<td>Pt. Townsend</td>
<td></td>
</tr>
</tbody>
</table>

WA080001 Modification 3  
Federal Wage Determination
Zone Pay:
0 - 25 radius miles  Free
26 - 35 radius miles  $1.00/hour
36 - 45 radius miles  $1.15/hour
46 - 55 radius miles  $1.35/hour
Over 55 radius miles  $1.55/hour

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

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

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

ELEC0046-001 07/02/2007

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

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<tr>
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<tr>
<td>Electrician</td>
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ELEC0048-003 01/01/2008

CLARK, Klickitat and Skamania Counties

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<tr>
<td>ELECTRICIAN</td>
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HOURLY ZONE PAY

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

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

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

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

WA080001 Modification 3
Federal Wage Determination
ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

<table>
<thead>
<tr>
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<tbody>
<tr>
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<tr>
<td>ELECTRICIAN</td>
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GRAY'S HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

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<tr>
<td>Cable splicer</td>
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<td>ELECTRICIAN</td>
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LINE CONSTRUCTION:

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<td>LIMEMEN, POLE SPRAYERS</td>
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<td>HEAVY LINE EQUIPMENT MAN</td>
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<td>POWDERMEN, JACKHAMMER MENS</td>
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<td>TREE TRIMMER</td>
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<td>3.875%+10.60</td>
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<td>3.875%+8.35</td>
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ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITITAS, WALLA WALLA, YAKIMA COUNTIES

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<td>3%+13.33</td>
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<td>3%+13.33</td>
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ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

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CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

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ELEC0970-001 06/01/2007

COWLITZ AND WAHKIAKUM COUNTIES

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ENG10302-003 06/01/2007

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

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

Zone 1 (0-25 radius miles):

<table>
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<th>Rates</th>
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<td>Group 4</td>
<td>$29.39</td>
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Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - $ .70
Zone 3 (Over 45 radius miles) - $1.00

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom
GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

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

GROUP 2 - Barrier machine (zipper); Batch Plant 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; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barber Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw k 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 manlifis), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler-asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-concrete and carry-all; Service equipment-equipment; Trenching machines; Truck Crane Oilier/Driver under 100 tons; Tractors, backhoe 75 hp and under

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

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

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

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
H-2 Class "C" Suit - Base wage rate plus $.25 per hour.
H-3 Class "B" Suit - Base wage rate plus $.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $.75 per hour.
CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 95% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

WORK PERFORMED ON HYDRAULIC DREDGES:

<table>
<thead>
<tr>
<th>Zone 1 (0-25 radius miles)</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power equipment operators:</td>
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<td></td>
</tr>
<tr>
<td>GROUP 1</td>
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<td></td>
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<tr>
<td>TOTAL PROJECT COST</td>
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<tr>
<td>$300,000 AND OVER.........$ 31.33</td>
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<tr>
<td>$300,000</td>
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<td>GROUP 2</td>
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<td>TOTAL PROJECT COST UNDER</td>
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</tr>
<tr>
<td>$300,000</td>
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<td>8.40</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 rates):
| Zone 2 (26-45 radius miles) | $ .70 |
| Zone 3 (Over 45 radius miles) | $1.00 |

BASEPOIANTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima
POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: Assistant Mate (Deckhand
GROUP 2: Oiler
GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
GROUP 4: Craneman, Engineer Welder
GROUP 5: Leverman, Hydraulic
GROUP 6: Maintenance

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

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

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

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

Heavy Wage rates (Category A) Applies to clam shell dredge, hoe and dipper, shovels and shovel attachments, cranes and bulldozers.

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

H-2 Class "C" Suit - Base wage rate plus $.25 per hour.
H-3 Class "B" Suit - Base wage rate plus $.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $.75 per hour.
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:

<table>
<thead>
<tr>
<th>Power equipment operators:</th>
<th>Rates</th>
<th>Fringes</th>
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<tr>
<td>GROUP 1A...................................</td>
<td>$ 22.69</td>
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<tr>
<td>GROUP 1...................................</td>
<td>$ 23.24</td>
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<td>GROUP 8...................................</td>
<td>$ 26.14</td>
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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 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (Assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools, drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farming 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 Pugminder (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CPM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

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

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)
GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derrick & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operacr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whireleys, Highline Hammerheads or similar); Grade Checker

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

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derrick & Stifflegs (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); Whireleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shauerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot
BOOM PAY: (All Cranes, Including Tower)
180 ft to 250 ft $ .50 over scale
Over 250 ft $ .80 over scale

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

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

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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

WORK PERFORMED ON HYDRAULIC DREDGES

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<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>GROUP 1:..................$ 31.33</td>
<td>12.75</td>
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<tr>
<td>GROUP 2:..................$ 31.64</td>
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<tr>
<td>GROUP 3:..................$ 31.89</td>
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<tr>
<td>GROUP 4:..................$ 33.46</td>
<td>12.75</td>
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<td>GROUP 5:..................$ 31.33</td>
<td>12.75</td>
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<tr>
<td>GROUP 6:..................$ 31.46</td>
<td>12.75</td>
</tr>
<tr>
<td>GROUP 7:..................$ 31.84</td>
<td>12.75</td>
</tr>
</tbody>
</table>

GROUP 1: Assistant Mate (Deckhand)
GROUP 2: Assistant Engineer (Electric, Diesel, Steam, or Booster Pump)
GROUP 3: Engineer Welder
GROUP 4: Leverman, Hydraulic
GROUP 5: Maintenance
GROUP 6: Oiler
GROUP 7: Mates & Boatman

HEAVY WAGE RATES APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.
LEWIS, PIERCE, PACIFIC (THAT PORTION WHICH LIES NORTH OF A
PARALLEL LINE EXTENDED WEST FROM THE NORTHERN BOUNDARY OF
WAHKAUKUM COUNTY TO THE SEA IN THE STATE OF WASHINGTON) AND
THURSTON COUNTIES

PROJECTS:
CATEGORY A PROJECTS (excludes Category B projects, as shown
below)

<table>
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<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td></td>
<td>$31.33</td>
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<td>$31.33</td>
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</table>

WORK PERFORMED ON
HYDRAULIC DREDGES: Total
Project cost $300,000 and
over
GROUP 1 ............... $31.33  12.75
GROUP 2 ............... $31.46  12.75
GROUP 3 ............... $31.84  12.75
GROUP 4 ............... $31.89  12.75
GROUP 5 ............... $33.46  12.75
GROUP 6 ............... $31.33  12.75

WORK PERFORMED ON
HYDRAULIC DREDGES: Total
Project Cost under $300,000
GROUP 1 ............... $26.96  8.40
GROUP 2 ............... $27.06  8.40
GROUP 3 ............... $27.38  8.40
GROUP 4 ............... $27.43  8.40
GROUP 5 ............... $28.75  8.40
GROUP 6 ............... $26.96  8.40

ZONE 2 (26-45 radius miles) - Add $0.10 to Zone 1 rates
ZONE 3 (Over 45 radius miles) - Add $1.00 to Zone 1 rates

BASEPOINTS: Tacoma, Olympia, and Centralia

CATEGORY B PROJECTS - 95% of the basic hourly rate for each
group plus full fringe benefits applicable to Category A
projects shall apply to the following projects: Reduced
rates may be paid on the following:
1. Projects involving work on structures such as buildings
   and structures 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

WORK PERFORMED ON HYDRAULIC DREDGES:

GROUP 1: Assistant Mate (Deckhand
GROUP 2: Oilier
GROUP 3: Assistant Engineer (Electric, Diesel, Steam or Booster Pump); Mates and Boatmen
GROUP 4: Craneeman, Engineer Welder
GROUP 5: Leverman, Hydraulic
GROUP 6: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHEEL DREDGE, ROE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS

HANDLING OF HAZARDOUS WASTE MATERIALS

H-1 - When not outfitted with protective clothing of level D equipment - Base wage rate
H-2 - Class "C" Suit - Base wage rate + $.25 per hour
H-3 - Class "B" Suit - Base wage rate + $.50 per hour
H-4 - Class "A" Suit - Base wage rate +$.75 per hour

--------------------------------------------

ENGIN612-001 06/01/2007

LEWIS, PIERCE, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Power equipment operators:</td>
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<tr>
<td>GROUP 2..................$ 32.17</td>
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<tr>
<td>GROUP 3..................$ 31.75</td>
<td>12.75</td>
</tr>
<tr>
<td>GROUP 4..................$ 29.39</td>
<td>12.75</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = $.70
Zone 3 (Over 45 radius miles) = $1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes—over 300 tons or 300 ft of boom
(including jib with attachments)
GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, 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, track 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-lift materials; Saws-concrete; Scrapers, concrete and carry all; Service engines-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp
GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

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

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

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

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
H-2 Class "C" Suit - Base wage rate plus $.25 per hour.
H-3 Class "E" Suit - Base wage rate plus $.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $.75 per hour.

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ENGI0701-002 01/01/2008

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

POWER EQUIPMENT OPERATORS: ZONE 1

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>Power equipment operators: (See Footnote A)</td>
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<tr>
<td>GROUP 1.........................$ 35.06</td>
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<tr>
<td>GROUP 1A.........................$ 36.75</td>
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</tr>
<tr>
<td>GROUP 6.........................$ 27.94</td>
<td>10.25</td>
</tr>
</tbody>
</table>

WA080001 Modification 3
Federal Wage Determination
Zone Differential (add to Zone 1 rates):
Zone 2 - $1.50
Zone 3 - 3.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton
GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

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

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozer Robotic Equipment (any type); CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating clamshell, etc. operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.
GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator
(screedman required); BLADE: Blade operator; Blade operator,
finish; Blade operator, externally controlled by
electronic, mechanical hydraulic means; Blade operator,
multi-engine; BULLDOZERS: Bulldozer Operator over 20,000
lbs and more than 100 horse up to 70,000 lbs; Drill Cat
Operator; Side-boom Operator; Cable-Plow Operator (any
type); CLEARING: Log Skidders; Chippers; Incinerator; Stump
Splitter (loader mounted or similar type); Stump Grinder
(loader mounted or similar type); Tub Grinder; Land Clearing
Machine (Track mounted forestry mowing & grinding machine);
Hydro Axe (loader mounted or similar type); COMPACTORS
SELF-PROPELLED: Compactor Operator, with blade; Compactor
Operator, multi-engine; Compactor Operator, robotic;
CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete
Cooling Machine Operator; Concrete Paving Road Mixer;
Concrete Breaker; Reinforced Tank Banding Machine (K-17 or
similar types); Laser Screed; CRANE: Chicago boom and
similar types; Lift Slab Machine Operator; Boom type
lifting device, 5 ton capacity or less; Hoist Operator, two
(2) drum; Hoist Operator, three (3) or more drums; Derrick
Operator, under 100 ton; Hoist Operator, stiff leg, guy
derrick or similar type, 50 ton and over; Cableway Operator
up to twenty (25) ton; Bridge Crane Operator, Locomotive,
Gantry, Overhead; Cherry Picker or similar type crane;
Carry Deck Operator; Hydraulic Crane Operator, under 50
tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane
Operator, under 50 tons; CRUSHER: Generator Operator;
Diesel-Electric Engineer; Grizzley Operator; Drill Doctor;
Boring Machine Operator; Driller-Percussion, Diamond, Core,
Cable, Rotary and similar type; Cat Drill (John Henry);
Directional Drill Operator over 20,000 lbs pullback;
FLOATING EQUIPMENT: Diesel-electric Engineer; Jack
Operator, elevating barges, Barge Operator, self-
unloading; Piledriver Operator (not crane type) (Deckhand
required); Floating Clamshell, etc. Operator, under 3 cu.
yds. (Fireman or Diesel-Electric Engineer required);
Floating Crane (derrick barge) Operator, less than 30 tons;
GENERATORS: Generator Operator; Diesel-electric Engineer;
GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types);
Guardrail Auger Operator (all types); Combination Guardrail
machines, i.e., punch auger, etc.; HEATING PLANT: Surface
Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR:
Robotic Hydraulic backhoe operator, track and wheel type up
to and including 20,000 lbs. with any or all attachments;
Excavator Operator over 20,000 lbs through 80,000 lbs.;
LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders
Operator, front end and overhead, 25,000 lbs and less than
60,000 lbs; Elevating Grader Operator by Tractor operator,
Sierra, Euclid or similar types; PILEDIVERS: Hammer
Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER; Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push- pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

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

GROUP 6: ASPHALT: Plant Oilier; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oilier, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oilier; Fireman, all equipment; Truck Crane Oilier Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oilier; Crusher Feederman; CRUSHER: Crusher oilier; Crusher feederman; DRILLING: Drill Tender; Auger Oilier; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: Oilier; Auger Oilier; Oilier, combination guardrail machines; Guardrail Punch Oilier; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oilier; Guardrail Punch Oilier; Truck Crane Oilier-Driver; Auger Oilier; Grade Oilier, required to check grade; Grade Checker; Rigger; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oilier; Switchman; Motorman; Ballast Jack Tamper Operator;
SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

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ENGI0701-003 01/01/2008 (revised from ENGI0701-004)

Clark, Cowlitz, Klickitat, Pacific (South), Skamania, and Wahkiakum Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
</table>

Dredging:

**ZONE A**
- ASSISTANT ENGINEER ........ $ 35.66
- ASSISTANT Mate ............. $ 31.53
- LEVERMAN, DIPPER,
  FLOATING CLAMSHELL ........ $ 38.12
- LEVERMAN, HYDRAULIC....... $ 38.12
- TENDERMAN ................. $ 34.54

**ZONE B**
- ASSISTANT ENGINEER ........ $ 37.66
- ASSISTANT Mate ............. $ 33.53
- LEVERMAN, DIPPER,
  FLOATING CLAMSHELL ........ $ 40.12
- LEVERMAN, HYDRAULIC....... $ 40.12
- TENDERMAN ................. $ 36.54

**ZONE C**
- ASSISTANT ENGINEER ........ $ 38.66
- ASSISTANT Mate ............. $ 34.53
- LEVERMAN, DIPPER,
  FLOATING CLAMSHELL ........ $ 41.12
- LEVERMAN, HYDRAULIC....... $ 41.12
- TENDERMAN ................. $ 37.54

**ZONE DESCRIPTION FOR DREDGING:**

ZONE A - All jobs or projects located within 30 road miles of Portland City Hall.
ZONE B - Over 30-50 road miles from Portland City Hall.
ZONE C - Over 50 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by the shortest route to the geographical center of the project.
IRON0014-005 07/01/2007

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

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IRON0029-002 07/01/2007

CLARK, COWLITZ, Klickitat, Pacific, Skamania, and Wahkahkum Counties

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IRON0086-002 07/01/2007

YAKIMA, KITTITAS AND CHELAN COUNTIES

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<td>IRONWORKER..........................$ 29.00</td>
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IRON0086-004 07/01/2007

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, Snohomish, Thurston, and Whatcom Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>IRONWORKER..........................$ 32.40</td>
<td>15.52</td>
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</tbody>
</table>
ZONE 1:

Laborers:

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

COUNTRIES

GROUP 1..$ 20.25 8.26
GROUP 2..$ 22.81 8.26
GROUP 3..$ 28.04 8.26
GROUP 4..$ 28.55 8.26
GROUP 5..$ 29.00 8.26

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

COUNTRIES

GROUP 1..$ 16.58 8.26
GROUP 2..$ 19.00 8.26
GROUP 3..$ 20.80 8.26
GROUP 4..$ 21.30 8.26
GROUP 5..$ 21.67 8.26

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - $ .70
ZONE 3 - $1.00

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

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; Gaban Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Filer; 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.); Clay Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, air) [insert type]; Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Mortarman and Hodcarrier; 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; Powderman; Re-Timberman; Hazardous Waste Worker (Level A).
LAB00238-004 06/01/2007

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA AND WHITMAN COUNTIES

<table>
<thead>
<tr>
<th>Laborers:</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ZONE 1:</td>
<td></td>
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</tr>
<tr>
<td>GROUP 1: ( \ldots \ldots \ldots ) $19.71</td>
<td>7.45</td>
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<tr>
<td>GROUP 2: ( \ldots \ldots \ldots ) $21.81</td>
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<tr>
<td>GROUP 3: ( \ldots \ldots \ldots ) $22.08</td>
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<td></td>
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<tr>
<td>GROUP 4: ( \ldots \ldots \ldots ) $22.35</td>
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<tr>
<td>GROUP 5: ( \ldots \ldots \ldots ) $22.63</td>
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<tr>
<td>GROUP 6: ( \ldots \ldots \ldots ) $24.00</td>
<td>7.45</td>
<td></td>
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</tbody>
</table>

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

BASE POINTS: Spokane, Pasco, Lewiston

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

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

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nippers); Nipper; Riprap Man; Sandblast Tailhooseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhooseman (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 Raker; 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; 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, noozleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting noozleman, over 1,200 lbs., jet blast machine power propelled, sandblasting nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarmen, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

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

GROUP 6 - Powderman
LABO0238-006 06/01/2007

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

<table>
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<th>Rates</th>
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<td>Hod Carrier</td>
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LABO0335-001 06/01/2007

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

<table>
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<th>Rates</th>
<th>Fringes</th>
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<td>Laborers:</td>
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<td>GROUP 2</td>
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<tr>
<td>GROUP 3</td>
<td>$ 26.98</td>
<td>8.25</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 27.36</td>
<td>8.25</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$ 23.44</td>
<td>8.25</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$ 21.02</td>
<td>8.25</td>
</tr>
<tr>
<td>GROUP 7</td>
<td>$ 17.82</td>
<td>8.25</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 rates):
Zone 2 $ 0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: GOLDENDALE, LONGVIEW, AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city 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.
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; Guard Rail, 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 Splicers; 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; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzleman; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tamper, 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

LAB00335-010 06/01/2007

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>Hod Carrier $ 27.96</td>
<td>8.25</td>
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<tr>
<td>PAIN0005-002 06/01/2007</td>
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</tbody>
</table>

STATEWIDE EXCEPT CLARK, COWLITZ, Klickitat, Pacific (South), Skamania, and Wahkiakum Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters: STRIPERS $ 25.38</td>
<td>11.02</td>
</tr>
<tr>
<td>PAIN0005-004 07/01/2007</td>
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</tr>
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</table>

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER $ 19.91</td>
<td>6.85</td>
</tr>
<tr>
<td>PAIN0005-004 07/01/2007</td>
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</table>
PAIN0005-006 07/01/2007

ADAMS, ASOTIN, BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHelan, Columbia, DOUGLAS, FERRY, GARFIELD, GRANT, KITITAS, LINCOLN, OKANOGAN, Pend OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steeples $20.84</td>
<td>7.38</td>
</tr>
<tr>
<td>Over 30'/Swing Stage Work $21.54</td>
<td>7.38</td>
</tr>
<tr>
<td>Brush, Roller, Striping</td>
<td></td>
</tr>
<tr>
<td>Steam-cleaning and Spray $15.09</td>
<td>6.18</td>
</tr>
<tr>
<td>Lead Abatement, Asbestos</td>
<td></td>
</tr>
<tr>
<td>Abatement $20.84</td>
<td>7.38</td>
</tr>
<tr>
<td>TV Radio, Electrical</td>
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</tr>
<tr>
<td>Transmission Towers $21.59</td>
<td>7.38</td>
</tr>
<tr>
<td>Over 30'/Swing Stage Work $22.29</td>
<td>7.38</td>
</tr>
</tbody>
</table>

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

PAIN0055-002 04/01/2008

CLARK, COWLITZ, Klickitat, Pacific, Skamania, and WAhkiakum Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush &amp; Roller $19.88</td>
<td>7.05</td>
</tr>
<tr>
<td>High work - All work 60 ft. or higher $20.63</td>
<td>7.05</td>
</tr>
<tr>
<td>Spray and Sandblasting $20.48</td>
<td>7.05</td>
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</table>

PAIN0055-007 06/01/2007

CLARK, Cowlitz, Klickitat, Skamania and Wahkiakum Counties

<table>
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<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>HIGHWAY &amp; PARKING LOT STRIPER $28.27</td>
<td>8.27</td>
</tr>
</tbody>
</table>

WA0800001 Modification 3
Federal Wage Determination
Cement Mason/Concrete Finisher

ZONE 1: $ 24.68  7.98

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

BASE POINTS: Spokane, Pasco, Moses Lake, Lewiston
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

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

Cement Masons:

CEMENT MASON........... $ 32.69  11.89
COMPOSITION, COLOR MASTIC,
TROWEL MACHINE, GRINDER,
POWER TOOLS, GUNNITE NOZZLE.$ 33.19  11.89

PLAS0555-002 06/01/2007

CLARK, Klickitat AND SKAMANIA COUNTIES

ZONE 1:

Cement Masons:

CEMENT MASON DOING BOTH
COMPOSITION/POWER
MACHINERY AND
SUSPENDED/HANGING SCAFFOLD.. $ 26.61  14.83
CEMENT MASON ON
SUSPENDED, SWINGING AND/OR
HANGING SCAFFOLD........... $ 26.10  14.83
CEMENT MASON.............. $ 25.59  14.83
COMPOSITION WORKERS AND
POWER MACHINERY OPERATORS... $ 26.10  14.83
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, VANCOURVER

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

PLUM0032-002 01/01/2008

CLALLAM, KING AND JEFFERSON COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
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<tr>
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<tr>
<td>PLUM0032-003 06/01/2007</td>
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CHELAN, KITTITAS (NORTHERN TIP), DOUGLAS (NORTH), AND OKANOGAN (NORTH) COUNTIES

<table>
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<th>Rates</th>
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<tr>
<td>Plumbers and Pipefitters............$ 26.78</td>
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<td>PLUM0044-003 06/01/2007</td>
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</table>

ADAMS (NORTHERN PART), ASOTIN (CLARKSTON ONLY), FERRY (EASTERN PART), LINCOLN, PEND ORIELLE, STEVENS, SPOKANE, AND WHITMAN COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
</table>
| Plumbers and Pipefitters
ADAMS (NORTHERN PART), ASOTIN (CLARKSTON ONLY), FERRY (EASTERN PART), LINCOLN, PEND ORIELLE AND STEVENS AND SPOKANE COUNTIES.........................$ 30.14 | 12.81 |
| WHITMAN COUNTY...................$ 36.24 | 12.81 |

WA080001 Modification 3
Federal Wage Determination
<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters $ 35.55</td>
<td>15.32</td>
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<td>PLUM0265-003 06/01/2007</td>
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<th>Rates</th>
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<tbody>
<tr>
<td>Plumbers and Pipefitters $ 35.55</td>
<td>15.32</td>
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<td>PLUM0290-003 10/01/2007</td>
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<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Plumbers and Pipefitters $ 34.99</td>
<td>16.34</td>
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<td>PLUM0598-005 06/01/2007</td>
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<table>
<thead>
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<th>Rates</th>
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<tbody>
<tr>
<td>PLUMBER $ 35.69</td>
<td>18.55</td>
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PLUM0631-001 06/01/2007

MASSON (NE SECTION), AND KITSAP COUNTIES

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<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
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</table>

Plumbers and Pipefitters
All new construction, additions, and remodeling of commercial building projects such as: cocktail lounges and taverns, professional buildings, medical clinics, retail stores, hotels and motels, restaurants and fast food types, gasoline service stations, and car washes where the plumbing and mechanical cost of the project is less than $100,000.$ 27.39 11.18
All other work where the plumbing and mechanical cost of the project is $100,000 and over.$ 34.90 15.32

TEAM0037-002 06/01/2007

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

Truck drivers:
ZONE 1
GROUP 1.$ 25.65 11.63
GROUP 2.$ 25.77 11.63
GROUP 3.$ 25.90 11.63
GROUP 4.$ 26.16 11.63
GROUP 5.$ 26.38 11.63
GROUP 6.$ 26.54 11.63
GROUP 7.$ 26.74 11.63

Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75
BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

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

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof; up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks; over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof; over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck; over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons
GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom
dumps, including Semi-Trucks and Trains or combinations
thereof: over 30 cu. yds. and including 50 cu. yds.
includes Articulated Dump Trucks; Fire Guard; Transit Mix
and Wet or Dry Mix Trucks, over 11 cu. yds. and including
15 cu. yds.; Water Wagon (rated capacity) over 10,000
gallons to 15,000 gallons

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

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

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

TEAM0174-001 06/01/2007

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: ..................$ 29.42 12.48
GROUP 2: ..................$ 28.71 12.48
GROUP 3: ..................$ 26.18 12.48
GROUP 4: ..................$ 21.69 12.48
GROUP 5: ..................$ 29.07 12.48

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

WA080001 Modification 3
Federal Wage Determination 43
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 15 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: $8.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: $8.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
LEVEL A: $8.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

 TEAM0760-002 06/01/2007

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: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)

ZONE 1:
GROUP 1 .................. $ 19.27 10.70
GROUP 2 .................. $ 21.54 10.70
GROUP 3 .................. $ 22.04 10.70
GROUP 4 .................. $ 22.37 10.70
GROUP 5 .................. $ 22.48 10.70
GROUP 6 .................. $ 22.65 10.70
GROUP 7 .................. $ 23.18 10.70
GROUP 8 .................. $ 23.51 10.70

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

BASE POINTS: Spokane, Moses Lake, 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; Dumpster (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

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

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

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

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

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials
Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C-D: - $5.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

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

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

NOTE:
Trucks Pulling Equipment Trailers: shall receive $5.15/hour over applicable truck rate

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.
With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

-----------------------------------------------
END OF GENERAL DECISION

WA080001 Modification 3  
Federal Wage Determination
Washington State Prevailing Wage Rates For Public Works Contracts

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

**YAKIMA COUNTY**
Effective 03-02-08

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<td>5D</td>
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<tr>
<td>BACKHOE, EXCAVATOR, SHOVEL (OVER 3 YD &amp; UNDER 6 YD)</td>
<td>$45.41</td>
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<td>BACKHOE, EXCAVATOR, SHOVEL (6 YD AND OVER WITH ATTACHMENTS)</td>
<td>$45.98</td>
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<td>BARRIER MACHINE (ZIPPER)</td>
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<td>CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
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<td>Time Code</td>
<td>Holiday Code</td>
<td>Note Code</td>
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<tr>
<td>CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
<td>$45.96</td>
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<td>5D</td>
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<td>CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
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<td>CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM</td>
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<td>DECK ENGINEER/DECK WINCHES (POWER)</td>
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<td>DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT</td>
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<td>ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE</td>
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<td>LOADERS, OVERHEAD (6 YD UP TO 8 YD)</td>
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<td>PLANT OILER (ASPHALT, CRUSHER)</td>
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<td>PUMPS, WATER</td>
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<td>QUAD 9, D-10, AND HD-41</td>
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<td>REMOTE CONTROL OPERATOR ON RUBBER TIRED EARTH MOVING EQUIP</td>
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<td>RIGGER AND BELLMAN</td>
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<td>Holiday Code</td>
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<td>SAWS, CONCRETE</td>
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<td>SCRAPERS - SELF PROPELLED, HARD TAIL END DUMP, ARTICULATING OFF-ROAD EQUIPMENT (UNDER 45 YD)</td>
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<td>SCRAPERS, CONCRETE AND CARRY ALL</td>
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POWER EQUIPMENT OPERATORS- UNDERGROUND SEWER & WATER (SEE POWER EQUIPMENT OPERATORS)

POWER LINE CLEARANCE TREE TRIMMERS
- JOURNEY LEVEL IN CHARGE $37.61 4A 5A
- SPRAY PERSON $35.73 4A 5A
- TREE EQUIPMENT OPERATOR $36.19 4A 5A
- TREE TRIMMER $33.68 4A 5A
- TREE TRIMMER GROUNDPERSON $25.43 4A 5A

REFRIGERATION & AIR CONDITIONING MECHANICS
- MECHANIC $54.24 1Q 5A

RESIDENTIAL BRICK & MARBLE MASONs
- JOURNEY LEVEL $29.00 1

RESIDENTIAL CARPENTERS
- JOURNEY LEVEL $14.58 1

RESIDENTIAL CEMENT MASONs
- JOURNEY LEVEL $11.86 1

RESIDENTIAL DRYWALL TAPERS
- JOURNEY LEVEL $19.08 1

RESIDENTIAL ELECTRICIANS
- JOURNEY LEVEL $21.98 1

RESIDENTIAL GLAZIERS
- JOURNEY LEVEL $22.43 1B 6L

RESIDENTIAL INSULATION APPLICATORS
- JOURNEY LEVEL $10.00 1

RESIDENTIAL LABORERS
- JOURNEY LEVEL $8.07 1
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<th>Classification</th>
<th>Prevailing Wage</th>
<th>Over Time Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
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<tr>
<td>Residential Painters</td>
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<td>Journey Level</td>
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<tr>
<td>Residential Plumbers &amp; Pipefitters</td>
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<td>Journey Level</td>
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<td>Residential Sheet Metal Workers</td>
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<tr>
<td>Sheet Metal Workers</td>
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<tr>
<td>Journey Level (Field or Shop)</td>
<td>$42.78</td>
<td>1B</td>
<td>5A</td>
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</tr>
<tr>
<td>Sign Makers &amp; Installers (Non-Electrical)</td>
<td></td>
<td></td>
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<tr>
<td>Journey Level</td>
<td>$14.65</td>
<td>1</td>
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</tr>
<tr>
<td>Soft Floor Layers</td>
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<td>Journey Level</td>
<td>$23.11</td>
<td>1N</td>
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</tr>
<tr>
<td>Solar Controls For Windows</td>
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<td></td>
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<tr>
<td>Journey Level</td>
<td>$8.07</td>
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<tr>
<td>Sprinkler Fitters (Fire Protection)</td>
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<tr>
<td>Journey Level</td>
<td>$43.50</td>
<td>1R</td>
<td>5Q</td>
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</tr>
<tr>
<td>Stage Rigging Mechanics (Non Structural)</td>
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</tr>
<tr>
<td>Journey Level</td>
<td>$13.23</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>Surveyors</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chain Person</td>
<td>$9.25</td>
<td>1</td>
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</tr>
<tr>
<td>Instrument Person</td>
<td>$12.05</td>
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<tr>
<td>Party Chief</td>
<td>$15.05</td>
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<tr>
<td>Telecommunication Technicians</td>
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<td></td>
</tr>
<tr>
<td>Telecommunication Technicians Journey Level</td>
<td>$20.00</td>
<td>1</td>
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</tr>
<tr>
<td>Telephone Line Construction - Outside</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Cable Splicer</td>
<td>$30.66</td>
<td>2B</td>
<td>5A</td>
<td></td>
</tr>
<tr>
<td>Hole Digger/Ground Person</td>
<td>$17.19</td>
<td>2B</td>
<td>5A</td>
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</tr>
<tr>
<td>Installer (Repairer)</td>
<td>$29.41</td>
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</tr>
<tr>
<td>Journey Level Telephone Line Person</td>
<td>$28.53</td>
<td>2B</td>
<td>5A</td>
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<tr>
<td>Special Apparatus Installer I</td>
<td>$30.66</td>
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<tr>
<td>Special Apparatus Installer II</td>
<td>$30.05</td>
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<tr>
<td>Telephone Equipment Operator (Heavy)</td>
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<tr>
<td>Telephone Equipment Operator (Light)</td>
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<td>Television Ground Person</td>
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<td>Television Lineman/Installer</td>
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<td>Television System Technician</td>
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<tr>
<td>Tree Trimmer</td>
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<td>Terrazzo Workers &amp; Tile Setters</td>
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<tr>
<td>Tile, Marble &amp; Terrazzo Finishers</td>
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<td>Finisher</td>
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<td>Over Time Code</td>
<td>Holiday Code</td>
<td>Note Code</td>
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<tr>
<td>TRUCK DRIVERS</td>
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<td>ASPHALT MIX</td>
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<tr>
<td>DUMP TRUCK</td>
<td>$31.56</td>
<td>2G</td>
<td>6I</td>
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<td>DUMP TRUCK &amp; TRAILER</td>
<td>$31.56</td>
<td>2G</td>
<td>6I</td>
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</tr>
<tr>
<td>OTHER TRUCKS</td>
<td>$31.56</td>
<td>2G</td>
<td>6I</td>
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<td>WELL DRILLERS &amp; IRRIGATION PUMP INSTALLERS</td>
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<td>WELL DRILLER</td>
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BENEFIT CODE KEY - EFFECTIVE 03-02-08

OVERTIME CODES

OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
   A. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
   B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORK WEEK DAY OR A FOUR - TEN (10) HOUR WORK WEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORK WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
   G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
1. Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HourLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

T. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.

U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

V. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS (EXCEPT THANKSGIVING DAY AND CHRISTMAS DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON THANKSGIVING DAY AND CHRISTMAS DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

W. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS (EXCEPT MAKE-UP DAYS DUE TO CONDITIONS BEYOND THE CONTROL OF THE EMPLOYER) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.


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

A. THE FIRST SIX (6) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF SIX (6) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

B. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

C. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

D. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT STRAIGHT TIME IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

E. ALL HOURS WORKED ON SATURDAYS OR HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS OR ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

F. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT HOURS RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
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G. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE INCLUDING HOLIDAY PAY.

H. ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

2. I. ALL HOURS WORKED ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

J. ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, INCLUDING THE HOLIDAY PAY. ALL HOURS WORKED ON UNPAID HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.

M. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

O. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

P. THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

Q. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

4A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

HOLIDAY CODES

5. A. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).

C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

E. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).


G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7).


I. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

J. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).
K. HOLIDAYS: NEW YEAR’S DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).

L. HOLIDAYS: NEW YEAR’S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

M. HOLIDAYS: NEW YEAR’S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS AND CHRISTMAS DAY (9).

N. HOLIDAYS: NEW YEAR’S DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS’ DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).

P. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).

Q. PAID HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

R. PAID HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (7 1/2).

5. S. PAID HOLIDAYS: NEW YEAR’S DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).


U. PAID HOLIDAYS: NEW YEAR’S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (8).

V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.

W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.

X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR’S DAY, THANKSGIVING DAY AND CHRISTMAS DAY. AFTER 2080 HOURS - NEW YEAR’S DAY, WASHINGTON’S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).

Y. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY FOLLOWING THANKSGIVING DAY, AND CHRISTMAS DAY (8).

Z. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).


B. PAID HOLIDAYS: NEW YEAR’S EVE DAY, NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE’S DAY, AND CHRISTMAS DAY (9).


E. PAID HOLIDAYS: NEW YEAR’S DAY, DAY BEFORE OR AFTER NEW YEAR’S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).


I. PAID HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).

J. PAID HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (9).


Q. PAID HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY; PRESIDENTS’ DAY.


V. PAID HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, CHRISTMAS DAY, AND ONE DAY OF THE EMPLOYEE’S CHOICE (9).

W. PAID HOLIDAYS: NEW YEAR’S DAY, DAY BEFORE NEW YEAR’S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY (10).

X. PAID HOLIDAYS: NEW YEAR’S DAY, DAY BEFORE OR AFTER NEW YEAR’S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE’S BIRTHDAY (11).

NOTE CODES

8. A. THE STANDBY RATE OF PAY FOR DIVERS SHALL BE ONE-HALF TIMES THE DIVERS RATE OF PAY. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:

OVER 50’ TO 100’ - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
OVER 100’ TO 175’ - $2.25 PER FOOT FOR EACH FOOT OVER 100 FEET
OVER 175’ TO 250’ - $3.50 PER FOOT FOR EACH FOOT OVER 175 FEET
OVER 250’ - DIVERS MAY NAME THEIR OWN PRICE, PROVIDED IT IS NO LESS THAN THE SCALE LISTED FOR 250 FEET

8. C. THE STANDBY RATE OF PAY FOR DIVERS SHALL BE ONE-HALF TIMES THE DIVERS RATE OF PAY. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:

OVER 50’ TO 100’ - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
OVER 100’ TO 150’ - $1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
OVER 150’ TO 200’ - $2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
OVER 200’ - DIVERS MAY NAME THEIR OWN PRICE

8. D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL $1.00 PER HOUR.

8. L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $0.75, LEVEL B: $0.50, AND LEVEL C: $0.25.
M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: $1.00, LEVELS C & D: $0.50.

N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $1.00, LEVEL B: $0.75, LEVEL C: $0.50, AND LEVEL D: $0.25.

9. A. SHIFT DIFFERENTIAL: SWING FROM 4:30 PM TO 1 AM IS WAGE PLUS 17.3% GRAVEYARD FROM 12:30 AM TO 9:00 AM IS WAGE PLUS 31.4%

B. SHIFT DIFFERENTIAL: SWING FROM 4:30 PM TO 12:30 AM IS WAGE PLUS 10% FOR 7 ½ HOURS WORKED GRAVEYARD FROM 12:30 AM TO 9:00 AM IS WAGE PLUS 15% 7 HOURS WORKED
Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.
Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

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

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Anchor Bolts &amp; Nuts - Anchor Bolts and Nuts, for mounting sign structures,</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>luminaries and other items, shall be made from commercial bolt stock. See</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Plans and Std. Plans for size and material type.</td>
<td></td>
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<tr>
<td>9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>and material specifications set forth in the contract plans. Welding of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>aluminum shall be in accordance with Section 9-28.14(3).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Major Structural Steel Fabrication - Fabrication of major steel items such</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>as trusses, beams, girders, etc., for bridges.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Minor Structural Steel Fabrication - Fabrication of minor steel items such</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>as special hangers, brackets, access doors for structures, access ladders for</td>
<td></td>
<td></td>
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<tr>
<td>irrigation boxes, bridge expansion joint systems, etc., involving welding,</td>
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<tr>
<td>cutting, punching and/or boring of holes. See Contact Plans for item description</td>
<td></td>
<td></td>
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<tr>
<td>and shop drawings.</td>
<td></td>
<td></td>
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<tr>
<td>12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>and material specifications set forth in the Contract Plans. Welding of</td>
<td></td>
<td></td>
</tr>
<tr>
<td>aluminum shall be in accordance with Section 9-28.14(3).</td>
<td></td>
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<tr>
<td>13. Concrete Piling - Precast-Prestressed concrete piling for use as 55 and 70</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>top slabs. See Std. Plans.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Std. Plans.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>sections. See Std. Plans.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>---------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>17. Precast Concrete Inlet - with adjustment sections, See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>22. Vault Risers - For use with Valve Vaults and Utilities Vaults.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>23. Valve Vault - For use with underground utilities. See Contract Plans for details.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>---------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Prestressed Girder for use in structures. Fabricator plant has annual approval</td>
<td></td>
<td></td>
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<tr>
<td>of methods and materials to be used. Shop Drawing to be provided for approval</td>
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<tr>
<td>prior to casting girders. See Std. Spec. Section 6-02.3(25)A</td>
<td></td>
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<tr>
<td>29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girder for</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>use in structures. Fabricator plant has annual approval of methods and</td>
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<tr>
<td>materials to be used. Shop Drawing to be provided for approval prior to</td>
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<tr>
<td>casting girders. See Std. Spec. Section 6-02.3(25)A</td>
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<tr>
<td>30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in</td>
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<td>X</td>
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<tr>
<td>structures. Fabricator plant has annual approval of methods and materials to</td>
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<tr>
<td>be used. Shop Drawing to be provided for approval prior to casting girders.</td>
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<td></td>
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<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>for use in structures. Fabricator plant has annual approval of methods and</td>
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<td></td>
</tr>
<tr>
<td>materials to be used. Shop Drawing to be provided for approval prior to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>casting girders. See Std. Spec. Section 6-02.3(25)A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>structures. Fabricator plant has annual approval of methods and materials to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>be used. Shop Drawing to be provided for approval prior to casting girders.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33. Monument Case and Cover</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>See Std. Plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>---------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>41. Precast Concrete Sloped Mountable Curb (Single and DualFaced)</td>
<td></td>
<td>X</td>
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</tbody>
</table>
WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <strong>NOTE:</strong> *<strong>Fabrication inspection required. Only signs tagged &quot;Fabrication Approved&quot; by WSDOT Sign Fabrication Inspector to be installed.</strong></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>43. Cutting &amp; bending reinforcing steel</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>44. Guardrail components</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>45. Aggregates/Concrete mixes</td>
<td></td>
<td></td>
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<tr>
<td>46. Asphalt</td>
<td></td>
<td></td>
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<tr>
<td>47. Fiber fabrics</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>48. Electrical wiring/components</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>49. Treated or untreated timber pile</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>50. Girder pads (elastomeric bearing)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>51. Standard Dimension lumber</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>52. Irrigation components</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
### WSDOT's Predetermined List for Suppliers - Manufactures - Fabricator

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>53. Fencing materials</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>54. Guide Posts</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>55. Traffic Buttons</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>56. Epoxy</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>57. Cribbing</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>58. Water distribution materials</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>59. Steel &quot;H&quot; piles</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>60. Steel pipe for concrete pile casings</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>61. Steel pile tips, standard</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>62. Steel pile tips, custom</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>
State of Washington  
Department of Labor and Industries  
Prevailing Wage Section - Telephone (360) 902-  
PO Box 44540, Olympia, WA 98504-4540  
Washington State Prevailing Wage

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

**METAL FABRICATION (IN SHOP)**  
**EFFECTIVE 03-02-2008**  

(See Benefit Code Key)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>FITTER/WELDER</td>
<td>$12.76</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>LABORER</td>
<td>$8.13</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>MACHINE OPERATOR</td>
<td>$12.66</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>PAINTER</td>
<td>$10.20</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**Counties Covered:**  
ADAMS, ASOTIN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, KITTITAS  
LINCOLN, OKANOGAN, PEND ORIELLE, STEVENS, WALLA WALLA AND WHITMAN

<table>
<thead>
<tr>
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<th>Overtime Code</th>
<th>Holiday Code</th>
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<tbody>
<tr>
<td>MACHINE OPERATOR</td>
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<td>WELDER</td>
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**Counties Covered:**  
BENTON

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<th>Holiday Code</th>
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<tr>
<td>FITTER</td>
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<td>LABORER</td>
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**Counties Covered:**  
CHELAN

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<tr>
<td>MACHINE OPERATOR</td>
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<td>$11.41</td>
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Counties Covered:  
CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, LEWIS, MASON, PACIFIC  
SAN JUAN AND SKAGIT

Supplemental to Wage Rates
## METAL FABRICATION (IN SHOP)
**EFFECTIVE 03-02-2008**

(See Benefit Code Key)

<table>
<thead>
<tr>
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<tbody>
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<td>WELDER</td>
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**Counties Covered:**

**GRANT**

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**KING**

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<tr>
<td>FITTER</td>
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<tr>
<td>LABORER</td>
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<tr>
<td>MACHINE OPERATOR</td>
<td>$13.83</td>
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<td>WELDER</td>
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**Counties Covered:**

**KITSAP**

**Supplemental to Wage Rates**
METAL FABRICATION (IN SHOP)
EFFECTIVE 03-02-2008

(See Benefit Code Key)

<table>
<thead>
<tr>
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<th>Prevailing Wage</th>
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<tbody>
<tr>
<td>FITTER/WELDER</td>
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Counties Covered:
KLICKITAT, SKAMANIA, WAHKIAKUM

Counties Covered:
PIERCE

<table>
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Counties Covered:
SNOHOMISH

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Counties Covered:
SPOKANE

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Supplemental to Wage Rates
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Counties Covered:

THURSTON

COUNTIES COVERED:

WHATCOM

FITTER/WELDER    $13.81  1
LABORER         $9.00     1
MACHINE OPERATOR $13.81    1

COUNTIES COVERED:

YAKIMA

FITTER         $12.00    1
LABORER        $10.31    1
MACHINE OPERATOR $11.32    1
PAINTER        $12.00    1
WELDER         $11.32    1

Supplemental to Wage Rates
### FABRICATED PRECAST CONCRETE PRODUCTS
**EFFECTIVE 03-02-2008**

(See Benefit Code Key)

<table>
<thead>
<tr>
<th>Classification Code</th>
<th>Prevailing Wage</th>
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<tbody>
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<td>ALL CLASSIFICATIONS</td>
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<tr>
<td>ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, WALLA WALLA AND WHITMAN</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| ALL CLASSIFICATIONS | $8.61           | 1            |              |
| Counties Covered:   |                 |              |              |
| CHELAN, KITTITAS, Klickitat And Skamania |

| ALL CLASSIFICATIONS | $13.50          | 1            |              |
| Counties Covered:   |                 |              |              |
| CLALLAM, CLARK, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WAHKIAKUM |

| ALL CLASSIFICATIONS | $11.50          | 1            |              |
| Counties Covered:   |                 |              |              |
| FRANKLIN |

| ALL CLASSIFICATIONS | $13.50          | 2K           | 5B           |
| Counties Covered:   |                 |              |              |
| KING |

| ALL CLASSIFICATIONS | $9.28           | 1            |              |
| Counties Covered:   |                 |              |              |
| PIERCE |

| ALL CLASSIFICATIONS | $20.23          | 1            |              |
| Counties Covered:   |                 |              |              |
| SPOKANE |

| ALL CLASSIFICATIONS | $13.67          | 1            |              |
| Counties Covered:   |                 |              |              |
| YAKIMA |

| CRAFTSMAN | $8.72          | 1            |              |
| LABORER   | $3.07          | 1            |              |

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

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects. When considering job classifications for use and/or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

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

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

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

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.
Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

The following two letters from the State Department of Labor and Industries (State L&I) dated August 18, 1992 and June 18, 1999, clarify the intent and establish policy for administrating the provisions of WAC 296-127-018 COVERAGE AND EXEMPTIONS OF WORKERS INVOLVED IN THE PRODUCTION AND DELIVERY OF GRAVEL, CONCRETE, ASPHALT, OR SIMILAR MATERIALS.

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

Effective September 1, 1993, minimum prevailing wages for all work covered by WAC 296-127-018 for the production and/or delivery of materials to a public works contract will be found under the regular classification of work for Teamsters, Power Equipment Operators, etc.
August 18, 1992

TO: All Interested Parties

FROM: Jim P. Christensen
       Acting Industrial Statistician

SUBJECT: Materials Suppliers - WAC 296-127-018

This memo is intended to provide greater clarity regarding the application of WAC 296-127-018 to awarding agencies, contractors, subcontractors, material suppliers and other interested parties. The information contained herein should not be construed to cover all possible scenarios which might require the payment of prevailing wage. The absence of a particular activity under the heading "PREVAILING WAGES ARE REQUIRED FOR" does not mean that the activity is not covered.

Separate Material Supplier Equipment Operator rates have been eliminated. For those cases where a production facility is set up for the specific purpose of supplying materials to a public works construction site, prevailing wage rates for operators of equipment such as crushers and batch plants can be found under Power Equipment Operators.

PREVAILING WAGES ARE REQUIRED FOR:

1. Hauling materials away from a public works project site, including excavated materials, demolished materials, etc.

2. Delivery of materials to a public works project site using a method that involves incorporation of the delivered materials into the project site, such as spreading, leveling, rolling, etc.

3. The production of materials at a facility that is established for the specific, but not necessarily exclusive, purpose of supplying materials for a public works project.

4. Delivery of the materials mentioned in #3 above, regardless of the method of delivery.

PREVAILING WAGES ARE NOT REQUIRED FOR:

1. The production of materials by employees of an established materials supplier, in a permanent facility, as well as the delivery of these materials, as long as delivery does not include incorporation of the materials into the job site.

2. Delivery of materials by a common or contract carrier, as long as delivery does not include incorporation of the materials into the job site.

3. Production of materials for unspecified future use.
June 18, 1999

TO:       Kerry S. Radcliff, Editor
          Washington State Register

FROM:     Gary Moore, Director
          Department of Labor and Industries

SUBJECT: Notice re WAC 296-127-018, Coverage and exemptions of workers
          involved in the production and delivery of gravel, concrete, asphalt,
          or similar materials

The department wishes to publish the following Notice in the next edition of the
Washington State Register:

NOTICE

Under the current material supplier regulations, WAC 296-127-018, the
department takes the position that prevailing wages do not apply to the
delivery of wet concrete to public works sites, unless the drivers do
something more than just deliver the concrete. Drivers delivering
concrete into a crane and bucket, hopper of a pump truck, or forms or
footings, are not entitled to prevailing wages unless they operate
machinery or use tools that screed, float, or put a finish on the concrete.

This position applies only to the delivery of wet concrete. It does not
extend to the delivery of asphalt, sand, gravel, crushed rock, or other
similar materials covered under WAC 296-127-018. The department’s
position applies only to this regulation.

If you need additional information regarding this matter, please contact
Greg Mowat, Program Manager, Employment Standards, at
P.O. Box 44510, Olympia, WA 98504-4510, or call (360) 902-5310.

Please publish the above Notice in WSR 99-13. If you have questions or need
additional information, please call Selwyn Walters at 902-4206. Thank you.

Cc:       Selwyn Walters, Rules Coordinator
          Patrick Woods, Assistant Director
          Greg Mowat, Program Manager
STANDARD

PLANS
NOTE
PAINT THE METAL COMPONENTS OF THE APPROACH EXPANSION ANCHOR WITH ONE COAT OF FORMULA A-141-9 MEETING THE REQUIREMENTS OF STD SPEC. SECTION 6-08.2

APPROACH EXPANSION ANCHOR - METHOD A
SEMI-INTEGRAL TYPE ONLY

APPROACH EXPANSION ANCHOR - METHOD B
SEMI-INTEGRAL TYPE ONLY

FULLY COMPRRESSED SEAL HEIGHT. SEAL HEIGHT VARIES WITH MANUFACTURER. VERIFY PRIOR TO SLAB CONSTRUCTION

CONSTRUCTION JOIN WITH CLASS II FINISH

FOR LOCAL AGENCY USE ONLY
NOTES

1. All edges of the approach slab shall have 1/2" radii except the longitudinal edge of the preceding pour of a LONGLITUDE CONSTRUCTION JOINT.

2. Longitudinal joints shall be placed on lane lines and shall be constructed and sealed in accordance with Standard Specification Section S-05.3(b). Joints may be either a sawcut crack control joint or a construction joint. Sawcut joints shall terminate 1'-0" before reaching edge of slab and must be saw cut as soon as possible after placement of concrete.
   (A) Approach slabs less than 40'-0" wide – no joint is required.
   (B) Approach slabs wider than 40' - one or more joints are required to divide the slab into approximately 24'-0" wide sections.

1.1/2" DIAM X 1'-6" DOWEL @ 1'-0" O.C.

INSERT DOWELS PARALLEL TO CENTER LINE ALONG TRANSVERSE CONSTRUCTION JOINT.

DOWEL BAR DETAIL FOR CEMENT CONCRETE PAVEMENT

LONGITUDINAL BAR DETAIL FOR CEMENT CONCRETE PAVEMENT

FOR LOCAL AGENCY USE ONLY

BRIDGE APPROACH SLAB

STANDARD PLAN A-40.50-00

APPROVED FOR PUBLICATION
Pasco Bakotch III 11-5-07
Washington State Department of Transportation

BAR LIST FOR STANDARD 12" X 2.5" APP. SLAB QUANTITY MODULE

<table>
<thead>
<tr>
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<th>LOCATION</th>
<th>SIZE</th>
<th>LENGTH</th>
<th>QTY</th>
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<td>24&quot;</td>
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<td>AP2</td>
<td>LON. TOP</td>
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<td>APS3</td>
<td>TRANSVERSE END BAR</td>
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APPROXIMATE QUANTITIES (PER S/Y) FOR SLAB (BASED ON QUANTITY MODULE)

- SLAB EPOXY COATED REINFORCING BARS (TOP MAT): 35.52 LBS/SY
- SLAB REINFORCING BARS (BOTTOM MAT): 72.98 LBS/SY
- CONCRETE (CUBY): 0.361 CY/SY
- APPROACH ANCHORS AND PCC ROADWAY DOWELS: AS REQUIRED

ALL REINFORCING BARS SHOWN ON THIS SHEET SHALL BE ASHTO M31, UNLESS NOTED OTHERWISE.

# = EPOXY COATED REINFORCING STEEL

BENDING DETAIL FOR QUANTITIES

(ALL DIMENSIONS ARE CUT TO CUT)

# 24"-0"
**NOTES**

1. As acceptable alternatives to the rebar shown in the PRECAST BASE SECTION, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the ALTERNATIVE PRECAST BASE SECTION. Wire mesh shall not be placed in the knockouts.

2. The knockout diameter shall not be greater than 20". Knockouts shall have a wall thickness of 2" minimum to 2.5" maximum. Provide a 1.5" minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification 9-04.3.

3. The maximum depth from the finished grade to the lowest pipe invert shall be 5'.

4. The frame and grate may be installed with the flange up or down. The frame may be cast into the adjustment section.

5. The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1:24 or steeper.

6. The opening shall be measured at the top of the precast base section.

7. All pickup holes shall be grouted full after the basin has been placed.
8 INCH SEWER CLEAN-OUT

STANDARD PLAN B-85.40-00

FOR SANITARY SEWER USE

8 INCH SEWER CLEAN-OUT

CAST IRON RING AND COVER
NOTES

1. The beam guardrail type, post type, beam guardrail transition section type, connection type, and bridge traffic barrier shape may vary from that shown on this plan.

2. The Catch Basin or Grate Inlet shall be contained between the Beam Guardrail Posts.

3. With Beam Guardrail Transition Section Types 2, 4, and 5, use Extruded Curb Types 1, 2, 4, 4a, 5, or 5a.

4. With Beam Guardrail Transition Section Types 1, 1A, 1B, 13, 11, and 12, use Extruded Curb Type 2 (Extruded Asphalt Concrete Curb).

5. See Contract Plans for length of Curb.

INLET PLACEMENT AT BRIDGE END
STANDARD PLAN B-95.40-00

□ APPROVED FOR PUBLICATION
□ SHEET 1 OF 1 SHEET
□ EXPRESSED JUL 7, 2007
□ WA, State of Washington Department of Transportation
□ DATE 08-08-08
□ Harold J. Peteresen
NOTES

1. When required by the Contract, a Snow Load Post Washer shall be used on the backside of the post (in lieu of the 1 3/4" Post Bolt Washer) and a Snow Load Rail Washer shall be placed on the face side of Beam Guardrail Types 1 and 2. Snow Load Rail Washers shall not be installed on terminals.

2. Rail Washers, also called "Snow Load Rail Washers," are not required on new installation except as called for in Note 1. Unnecessary Rail Washers need not be removed from existing installations, except those on posts 2 through 8 of a BCT installation shall be removed.

3. Beam Guardrail post spacing for Types 1 through 4 shall be 8 - 3" on centers.

4. Timber blocks shall be toe-nailed to the post with a 16d galvanized nail to prevent block rotation.

5. For post and block details, see Standard Plan C-1b.

6. When "Beam Guardrail Type ___ Fl. Long Post" is specified in the Contract, the post length shall be stamped with numbers, 1 1/2" min., high and 1/4" deep, at the location where the letter "F" is shown in the ASSEMBLY DETAIL. After installing a Long Post, it shall be the Contractor's responsibility to ensure that the stamped numbers are still legible and 1/4" deep.

7. Existing posts shall not be raised. Replace posts as necessary to achieve required guardrail height.
1. Install a Type 2 Extruded Asphalt Concrete Curb (see Standard Plan F-2b) at face of Guardrail.
NOTES

1. An ET-PLUS (TL3) as manufactured by Trinity Industries, Inc. or an SKT-350 as manufactured by Road Systems Inc. shall be installed according to manufacturer's recommendations. When a TL2 terminal is specified in the contract an ET-PLUS (TL2) as manufactured by Trinity Industries, Inc., or an SKT-TL2 as manufactured by Road Systems, Inc. shall be installed according to manufacturer's recommendations.

2. A reflectorized object marker shall be installed according to manufacturer's recommendations.

3. When snow load post washers and snow load rail washers are required by the contract, the snow load rail washers must not be installed within the terminal limits.

4. Terminal shall be installed at a taper, ensuring that end piece is entire by shoulder.

5. Length for ET-PLUS (TL3) and SKT-350 is 50'. Length for ET-PLUS (TL2) and SKT-TL2 is 25'.

BEAM GUARDRAIL NON-FLARED TERMINAL STANDARD PLAN C-4e SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Harold J. Petersen 02-20-03
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

ELEVATION

PLAN
1. Attach guardrail to bridge rail or concrete barrier with 7/8" diameter high strength bolts (Standard Specification 3-06, S44) with thin slot terruile inserts or resin bonded anchors. See the Contract Plans.

2. If the last guardrail post is 3' or less from the end of the bridge barrier, this attachment and blackout is not necessary.

3. This case is also applicable for vertical faces with no curbs.

4. When B Connection is used with Type 1A Transition, the minimum spacing between rails is 6'-3".

**NOTES**

B CONNECTION

C CONNECTION

D CONNECTION

E CONNECTION

F CONNECTION

**GUARDRAIL CONNECTION TO BRIDGE RAIL OR CONCRETE BARRIER**

**STANDARD PLAN C-5**

**SHEET 1 OF 1 SHEET**

APPROVED FOR PUBLICATION

Harold J. Peterfeso  10-31-03

State Design Engineer
1. End Section Design G shall be used except where noted on the plans or contract.

2. Attach guardrail to bridge rail or concrete barrier with 7/8" diameter high strength bolts (Standard Specification 9-08,5.6.1) with thin slab female inserts or resin bonded anchors. See the Contract Plans.

3. A single piece having similar dimensional shape to Design G and made with the W-beam guardrail is an alternate.

4. In cases where Design "F" end section is lapped on the outside of the guardrail, a galvanized 1" ID, 3/4" OD, 0.134" thick, narrow Type A Plain Washer or an anchor rail washer shall be placed under the splice bolt heads.

BEAM GUARDRAIL END SECTIONS
STANDARD PLAN C-7
SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION

Harold J. Pastorino 10-31-03
Washington State Department of Transportation
NOTES
1. Attach guardrail to bridge rail or concrete barrier with 7/8" diameter high strength bolts (Standard Specification 9-00.5-4) with thin slab female inserts or resin bonded anchors. See the Contract Plans.

2. In cases where Design F End Section is lapped on the outside of the guardrail, a galvanized 1" Ed, 2" OD, 0.134" thick, narrow Type A Plain Washer or an anchor rail washer will be placed under the splice bolt heads.

DESIGN C (THRIE BEAM)

DESIGN D (THRIE BEAM)

DESIGN F (THRIE BEAM)

DESIGN G (THRIE BEAM)
NOTE:
1. All numerals are approx. 3 1/4" wide except numeral "1" which is approx. 5/8" wide.
2. Spacing between the numeral "1" and any other numeral is 1". Spacing between all other numerals is 3/4".
3. Traffic Barrier Connections between the bridge and the approaching roadway vary and may consist of concrete barrier extensions. Install the Date Numerals on the traffic barrier of the bridge itself.
TESC

TEMPORARY EROSION
and
SEDIMENT CONTROL
PLAN
TESC
TEMPORARY EROSION and SEDIMENT CONTROL PLAN

- NARRATIVE -

Fort Road Bridge No. 1354 Replacement
Federal Aid Project No. BRS-S390(003)
Yakima County Public Services Project

(Planned for summer of 2008)
TESC Element 1: Mark Clearing Limits
Risk Analysis: Low risk except at banks. Banks are covered by TESC Element 6.

BMPs Identified: High visibility fence – Small area - Use silt fence in lieu of high visibility fence to avoid specialized small quantity procurement.

GSP’s: n/a

| Special Provisions: n/a |

TESC Element 2: Establish Construction Access
Risk Analysis: n/a – Entrance via closed paved surface

BMPs Identified: n/a

GSP’s: n/a

Special Provisions: n/a

TESC Element 3: Control Flow Rates
Risk Analysis: n/a

BMPs Identified: n/a

GSP’s: n/a

Special Provisions: n/a

TESC Element 4: Install Sediment Controls
Risk Analysis: High risk of soil transport if rain or high water event occurs during construction on unprotected banks. Low risk of rain/high water event as construction is during dry season and banks will be protected relatively early in the project by Riprap and Geotextile.

BMPs Identified: Silt Fence.

GSP’s: 8-01.3(1)

Special Provisions: n/a
TESC Element 5: Stabilize Soils
Risk Analysis: Low Risk – gentler sloped areas stabilized by seeding

BMPs Identified: Seeding

GSP’s: n/a

Special Provisions: 8-01.3(2)B

TESC Element 6: Protect Slopes
Risk Analysis: High risk of soil transport if rain or high water event occurs during construction on unprotected banks. Low risk of rain/high water event as construction is during dry season and banks will be protected relatively early in the project by Riprap and Geotextile.

BMPs Identified: Riprap and Geotextile

GSP’s: n/a

Special Provisions: n/a

TESC Element 7: Protect Drain Inlets
Risk Analysis: Very Low Risk – Inlets added on project during dry season that drain to infiltration trench

BMPs Identified: n/a

GSP’s: n/a

Special Provisions: n/a

TESC Element 8: Stabilize Channels and Outlets
Risk Analysis: n/a

BMPs Identified: n/a

GSP’s: n/a

Special Provisions: n/a
**TESC Element 9: Control Pollutants [1-07.15(1)]**
Risk Analysis: Very Low Risk with reasonable care taken – only accidental pollutants possible

BMPs Identified: SPCC Plan required

GSP’s: n/a

Special Provisions: n/a

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**TESC Element 10: Control Dewatering [8-01.3(1)]**
Risk Analysis: n/a

BMPs Identified: n/a

GSP’s: n/a

Special Provisions: n/a

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**TESC Element 11: Maintain BMPs [8-01.3(15)]**
Risk Analysis: Very Low Risk – construction during dry season

BMPs Identified: n/a

GSP’s: n/a

Special Provisions: n/a

---

**TESC Element 12: Manage the Project [1-07.5(2); 8-01.3(1)B]**
Risk Analysis: Very Low Risk with ESC Lead required

BMPs Identified: ESC Lead to monitor weekly

GSP’s: n/a

Special Provisions: n/a
IMPROVEMENT

PLANS
### SUMMARY OF QUANTITIES

**PROJECT LIMITS:** 6,400.00-12,400.00  
**LENGTH:** 550 FT

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**PREPARED BY:** HDR Engineering, Inc.

**FORT ROAD**  
**BRIDGE REPLACEMENT**  
**FA No. BRS-539(003)**  
**BRIDGE No.1354**  
**PROJECT C3000**

**PREPARED UNDER THE DIRECTION OF:**

**EXPIRES:** 06/21/2023

**SUMMARY OF QUANTITIES**

**SHEET 2 OF 21**
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<td>MOUNTED ABOVE SIGN NO. 27</td>
</tr>
<tr>
<td>27</td>
<td>6</td>
<td>SAME</td>
<td>25' 6'</td>
<td>I</td>
<td>---</td>
<td>---</td>
<td>6'</td>
<td>---</td>
<td>MOUNTED ABOVE SIGN NO. 27</td>
</tr>
<tr>
<td>28</td>
<td>6</td>
<td>SAME</td>
<td>30' 24'</td>
<td>I</td>
<td>---</td>
<td>---</td>
<td>6'</td>
<td>---</td>
<td>MOUNTED ABOVE SIGN NO. 27</td>
</tr>
<tr>
<td>29</td>
<td>6</td>
<td>SAME</td>
<td>25' 6'</td>
<td>I</td>
<td>---</td>
<td>---</td>
<td>6'</td>
<td>---</td>
<td>MOUNTED ABOVE SIGN NO. 27</td>
</tr>
<tr>
<td>30</td>
<td>6</td>
<td>SAME</td>
<td>30' 24'</td>
<td>I</td>
<td>---</td>
<td>---</td>
<td>6'</td>
<td>---</td>
<td>MOUNTED ABOVE SIGN NO. 27</td>
</tr>
<tr>
<td>31</td>
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<td>SAME</td>
<td>25' 6'</td>
<td>I</td>
<td>---</td>
<td>---</td>
<td>6'</td>
<td>---</td>
<td>MOUNTED BELOW SIGN NO. 45</td>
</tr>
<tr>
<td>32</td>
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<td>30' 24'</td>
<td>I</td>
<td>---</td>
<td>---</td>
<td>6'</td>
<td>---</td>
<td>MOUNTED BELOW SIGN NO. 45</td>
</tr>
<tr>
<td>SIGN NO.</td>
<td>MACCS SIGN #</td>
<td>LOCATION</td>
<td>SIGN SIZE</td>
<td>SHEET No.</td>
<td>POST MATERIAL</td>
<td>POST SIZE</td>
<td>POST LENGTH</td>
<td>CLEARANCE</td>
<td>NOTES</td>
</tr>
<tr>
<td>---------</td>
<td>--------------</td>
<td>----------</td>
<td>-----------</td>
<td>-----------</td>
<td>---------------</td>
<td>-----------</td>
<td>-------------</td>
<td>-----------</td>
<td>-------</td>
</tr>
<tr>
<td>1</td>
<td>TYPE III BARRICADE</td>
<td>FORT RD, B.O.P.</td>
<td>8' x 4'</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>SEE BARRICADE DETAIL B</td>
</tr>
<tr>
<td>2</td>
<td>TYPE III BARRICADE</td>
<td>FORT RD, B.O.P.</td>
<td>6' x 4'</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>SEE BARRICADE DETAIL C</td>
</tr>
<tr>
<td>3</td>
<td>SAME</td>
<td>40° 30'</td>
<td>1</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>3'</td>
<td>---</td>
<td>MOUNTED ON TYPE III BARRICADE</td>
</tr>
<tr>
<td>4</td>
<td>TYPE III BARRICADE</td>
<td>FORT RD, B.O.P.</td>
<td>8' x 4'</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>SEE BARRICADE DETAIL A</td>
</tr>
<tr>
<td>5</td>
<td>TYPE III BARRICADE</td>
<td>FORT RD, B.O.P.</td>
<td>6' x 4'</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>SEE BARRICADE DETAIL B</td>
</tr>
<tr>
<td>6</td>
<td>TYPE III BARRICADE</td>
<td>FORT RD, B.O.P.</td>
<td>8' x 4'</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>SEE BARRICADE DETAIL C</td>
</tr>
<tr>
<td>7</td>
<td>SAME</td>
<td>40° 30'</td>
<td>1</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>3'</td>
<td>---</td>
<td>MOUNTED ON TYPE III BARRICADE</td>
</tr>
<tr>
<td>8</td>
<td>TYPE III BARRICADE</td>
<td>FORT RD, B.O.P.</td>
<td>8' x 4'</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>SEE BARRICADE DETAIL A</td>
</tr>
<tr>
<td>9</td>
<td>SPECIAL SIGN NO.1</td>
<td>FORT RD, 500 FT EAST OF B.O.P.</td>
<td>46' x 36'</td>
<td>I</td>
<td>WOOD</td>
<td>4'x4'</td>
<td>16'</td>
<td>7'</td>
<td>&quot;FORT RD&quot; MOUNTED ABOVE SIGN NO. 62</td>
</tr>
<tr>
<td>10</td>
<td>SPECIAL SIGN NO.2</td>
<td>FORT RD, 1000 FT EAST OF B.O.P.</td>
<td>46' x 48'</td>
<td>I</td>
<td>WOOD</td>
<td>4'x4'</td>
<td>16'</td>
<td>7'</td>
<td>MOUNTED BELOW SIGN NO. 55</td>
</tr>
<tr>
<td>11</td>
<td>W30-3</td>
<td>FORT RD, 1500 FT EAST OF B.O.P.</td>
<td>46' x 48'</td>
<td>I</td>
<td>WOOD</td>
<td>4'x4'</td>
<td>16'</td>
<td>7'</td>
<td>MOUNTED B</td>
</tr>
</tbody>
</table>
NOTE: A MINIMUM OF THREE (3) TYPE III BARRICADES SHALL BE PLACED ACROSS THE ROADWAY, FROM OUTSIDE EDGE OF SHOULDERS TO OUTSIDE EDGE OF SHOULDERS, IN ORDER TO BLOCK THE ENTRANCE ROADWAY.

COLORS:
- LEGEND - BLACK (NON-REFLECTIVE)
- BACKGROUND - ORANGE (REFLECTIVE)

SPECIAL SIGN NO. 1
- 48" X 36" (1219 X 914)
- ROAD WORK AHEAD
- BLACK ON ORANGE
- WITH MOUNTING BOLTS (INSTALL 10 DAYS PRIOR TO CLOSURE)
- LETTERS

SPECIAL SIGN NO. 2
- 120" X 120" (3048 X 3048)
- ROAD CLOSED
- BLACK ON ORANGE
- WITH MOUNTING BOLTS (INSTALL 10 DAYS PRIOR TO CLOSURE)
- LETTERS

TYPICAL SIGN INSTALLATION

NOTE: CONTRACTOR IS RESPONSIBLE FOR SUBMITTING SITE SPECIFIC TRAFFIC CONTROL PLANS TO THE PROJECT ENGINEER FOR REVIEW AND APPROVAL.

NOTES:
1. MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
2. FOR STRUCTURE AND MOUNTING DETAILS, SEE STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, SERIES 6.
3. FOR CODE REFERENCES AND STANDARD SIGN LAYOUT DETAILS, SEE STANDARD HIGHWAY SIGN BOOK.
4. POST LENGTHS SHOWN ARE APPROXIMATE. FINAL VALUES SHALL BE DETERMINED IN THE FIELD BY THE CONTRACTOR.
5. DISTANCE FROM THE EXISTING SHOULDERS, OR FACE OF CURB, TO THE SIGN POST.
6. ALL SIGNS, POSTS AND ANY OTHER TRAFFIC CONTROL DEVICES SHALL BE SUPPLIED, ERECTED AND MAINTAINED BY THE CONTRACTOR.
7. THE POSTS SHALL NOT PROTRUDER ABOVE THE SIGNS.
## SIGN REMOVAL SPECIFICATIONS

<table>
<thead>
<tr>
<th>SIGN NO.</th>
<th>MUTCD SIGN NO.</th>
<th>LOCATION</th>
<th>SIGN SIZE</th>
<th>POST MATERIAL</th>
<th>POST SIZE</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>M2-L</td>
<td>PORT RD, 500' WEST OF BAKES RD</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
<tr>
<td>D3-109000J</td>
<td>PORT RD, 500' EAST OF BAKES RD</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
<tr>
<td>M2-2R</td>
<td>PORT RD, 500' WEST OF TECLUSEN RD</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
<tr>
<td>D3-109000J</td>
<td>PORT RD, 500' EAST OF TECLUSEN RD</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
<tr>
<td>C8-3L</td>
<td>PORT RD, WEST END OF BRIDGE 1354</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
<tr>
<td>C8-3L</td>
<td>PORT RD, EAST END OF BRIDGE 1354</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
<tr>
<td>C8-3L</td>
<td>PORT RD, WEST END OF BRIDGE 1354</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
<tr>
<td>C8-3L</td>
<td>PORT RD, EAST END OF BRIDGE 1354</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
<tr>
<td>M2-2R</td>
<td>PORT RD, 500' WEST OF BROWNSTOWN RD</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
<tr>
<td>D3-109000J</td>
<td>PORT RD, 500' EAST OF BROWNSTOWN RD</td>
<td>SAME</td>
<td>30°</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>DO NOT REMOVE, COVER DURING ROAD CLOSURE</td>
</tr>
</tbody>
</table>

**NOTES:**

1. MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
2. FOR CODE REFERENCES AND STANDARD SIGN LAYOUT DETAILS, SEE STANDARD HIGHWAY SIGN BOOK.
3. THE SIGNS AND POSTS SHALL BE DISASSEMBLED AND DELIVERED TO THE YAKIMA COUNTY DEPARTMENT OF PUBLIC SERVICES MAINTENANCE SHOP AT 1216 5.18TH ST., YAKIMA, WA. 98901.

CONTACT CRAIG BLANKENSHIP, TEL. 509-574-2396.
**PERMANENT SIGNING SPECIFICATIONS**

<table>
<thead>
<tr>
<th>Sign No.</th>
<th>MUTCD Sign No.</th>
<th>Location (FY1)</th>
<th>Sign Size (in)</th>
<th>Sheath Type</th>
<th>Post Material</th>
<th>Post Size (in)</th>
<th>Post Height (ft)</th>
<th>Clearance (ft)</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>1</td>
<td>ON-3L</td>
<td>FOR ROAD, STA 6+00 L.R.</td>
<td>12&quot; x 18&quot;</td>
<td>METAL</td>
<td>2&quot; x 2&quot;</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>MOUNTED ON GUARDRAIL POST</td>
</tr>
<tr>
<td>2</td>
<td>ON-3E</td>
<td>FOR ROAD, STA 8+10 R.G.</td>
<td>12&quot; x 18&quot;</td>
<td>METAL</td>
<td>2&quot; x 2&quot;</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>MOUNTED ON GUARDRAIL POST</td>
</tr>
<tr>
<td>3</td>
<td>ON-3E</td>
<td>FOR ROAD, STA 10+50 L.R.</td>
<td>12&quot; x 18&quot;</td>
<td>METAL</td>
<td>2&quot; x 2&quot;</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>MOUNTED ON GUARDRAIL POST</td>
</tr>
<tr>
<td>4</td>
<td>ON-3L</td>
<td>FOR ROAD, STA 10+50 R.G.</td>
<td>12&quot; x 18&quot;</td>
<td>METAL</td>
<td>2&quot; x 2&quot;</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>MOUNTED ON GUARDRAIL POST</td>
</tr>
</tbody>
</table>

**NOTES:**
1. MUTCD Manual on Uniform Traffic Control Devices.
2. FOR STRUCTURE AND Mounting DETAILS, SEE STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, SERIES 6.
3. FOR CODE REFERENCES AND STANDARD SIGN LAYOUT DETAILS, SEE STANDARD HIGHWAY SIGN BOOK.
4. "W" = DISTANCE FROM THE EXISTING SHOULDER, OR FACE OF CURB, TO THE SIGN POST.
5. THE POSTS SHALL NOT PROTRUDE ABOVE THE SIGNS.

**TYPICAL SIGN INSTALLATION**

NT5