CONTRACT DOCUMENTS

For the construction of:

EUCLID ROAD BRIDGE #569
SAFETY IMPROVEMENT PROJECT

YAKIMA COUNTY PROJECT NO. C 3431
FEDERAL AID PROJECT # STPH-L390(003)

YAKIMA COUNTY PUBLIC SERVICES PROJECT
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PLANS C 3431
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
Informational Bid Documents
INSTRUCTIONS TO BIDDERS

DELIVERY OF PROPOSALS

Sealed bids will be received at the following location before the specified time:
Yakima County Road Engineer’s Office, Fourth Floor, Yakima County Courthouse, 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 County Engineer of
Yakima County with the name of the improvements for which the bid is submitted plainly written on the
outside of the package.

All bids shall be submitted on form authorized by the County. No Oral, telephonic, facsimile, or
telegraphic Bids or modifications shall be accepted. Any Bids 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 Engineers office at the address below to
request authorized Bid Documents.

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 October 19, 2011.
The bids shall be publicly opened and read after 2:00 p.m. on that date at the following location:

Yakima County Engineer’s Office, Fourth Floor, Yakima County Courthouse, 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, cashier's 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:
As mentioned above in delivery of proposals.

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
**PROPOSAL**

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

**Project # C 3431 SOUTH EUCLID ROAD/YAKIMA RIVER BRIDGE GUARDRAIL RETROFIT PROJECT**

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>COST/UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2</td>
<td>PROJECT TEMPORARY TRAFFIC CONTROL</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3</td>
<td>FLAGGERS AND SPOTTERS</td>
<td>340</td>
<td>HOUR</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4</td>
<td>STEEL BRIDGE POSTS</td>
<td>165</td>
<td>E.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>THRIE BEAM PANEL-10 GAGE-NORMAL LENGTH-12'-6&quot; (STND PLAN C-1a)</td>
<td>60</td>
<td>E.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6</td>
<td>THRIE BEAM PANEL-10 GAGE-SHORT LENGTH-8'-3&quot; (REF. STND PLAN C-1a)</td>
<td>24</td>
<td>E.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7</td>
<td>THRIE BEAM PANEL-12 GAGE-NORMAL LENGTH-12'-6&quot; (STND PLAN C-1a)</td>
<td>8</td>
<td>E.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8</td>
<td>BACKUP PLATES</td>
<td>10</td>
<td>E.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9</td>
<td>THRIE BEAM REDUCER SECTION (STND PLAN C-1a)</td>
<td>4</td>
<td>E.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10</td>
<td>WOOD POST AND BLOCK-10&quot;X1.75&quot;-6&quot; (STND PLAN C-1b)</td>
<td>12</td>
<td>E.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11</td>
<td>WOOD POST AND BLOCK-12&quot;X1.75&quot;-6&quot; (STND PLAN C-1b)</td>
<td>12</td>
<td>E.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>INSTALLATION</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>CUT AND PAINT EDGE OF EXISTING W-BEAM</td>
<td>4</td>
<td>E.A.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>SPCC PLATES</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>MINOR CHANGES</td>
<td>F.A. EST.</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** TOTAL BID AMOUNT SHALL BE USED FOR CONTRACT AND CONTRACT BOND

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**C 3431, FED AID PROJECT # STPH-L390(003)**

Page 2

Informational Bid Documents
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:

No. Date

__________________________

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.:

U.S. L. 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” or “Article 4” of the Instruction to Bidders for building construction jobs.

(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 C.3431.

C 3431,FED AID PROJECT # STPH-L390(003) Page 3 Informational Bid Documents
LETTER OF RESPONSIBILITY

Date: 

County Road Project No.: C3431

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 ______________________ when 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:

Project # C 3431 EUCLID ROAD BRIDGE #569 SAFETY IMPROVEMENT PROJECT

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 pre-qualification 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 assistant 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 separate written 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.

LABORATORIES: 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.
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 have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction 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 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 ___________________________
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:

The CONTRACTOR shall do all work and furnish all tools, materials and equipment for C 3431 FED AID ROAD BRIDGE #569 SAFETY IMPROVEMENT PROJECT

I. And 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, whichever 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 liability shall attach to the COUNTY by reason of entering into this Contract, except as expressly provided herein.

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___

BOARD OF YAKIMA COUNTY COMMISSIONERS

Kevin J. Bouchey, Chairman

J. Rand Elliott, Commissioner

Michael D. Lieta, Commissioner

ATTEST: Clerk of the Board

Tiera Girard

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 all undertakings to complete the construction of C 3431 EUCLID ROAD BRIDGE #569 SAFETY IMPROVEMENT PROJECT,

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: __________________________

SURETY

By: __________________________

Attorney-In-Fact

Name of Local Office of Agent

Address of Local Office of Agent

Chair of the Board of
Yakima County Commissioners

Date: ________________________, 20___

Approved as to form:

Deputy Prosecuting Attorney

BOND NUMBER __________________________

YAKIMA COUNTY CONTRACT NUMBER __________________________

C 3431,FED AID PROJECT # STPH-L390(003)  Page 9  Informational Bid Documents
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.
INVITATION TO BID

Sealed bids will be received by the Yakima County Road Engineer’s Office, Fourth Floor, Yakima County Courthouse, 128 North 2nd Street, Yakima, WA 98901 until 2:00 p.m. on October 19, 2011, and will then and there be opened and publicly read for the construction of the improvement(s).

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier’s check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to the (Yakima County).

The right is reserved to reject any and all bids and to waive informalities in the bidding. Maps, plans, and specifications may be obtained from this office upon payment of the amount of $20.00. Informational copies of maps, plans and specifications are on file for inspection in Yakima County Road Engineer’s Office, Fourth Floor, Yakima County Courthouse, 128 North 2nd Street, Yakima, WA 98901.

The following is applicable to federal aid projects.

The (Local Agency) in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The improvement for which bids will be received is described below:

EUCLID ROAD BRIDGE #569
SAFETY IMPROVEMENT PROJECT
YAKIMA COUNTY PROJECT NO. C3431
FEDERAL AID PROJECT # STPH-L390(003)
Amendments to Standard Specifications
AMENDMENTS TO THE STANDARD SPECIFICATIONS

C 3431-EUCLID ROAD BRIDGE #569 SAFETY IMPROVEMENT PROJECT

FEDERAL AID PROJECT # STPH-L390(003)

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2010 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 1-01, DEFINITIONS AND TERMS

August 2, 2010

1-01.2(1) Associations and Miscellaneous
The abbreviation and definition “AREA American Railway Engineering Association” is replaced with the following:

AREMA American Railway Engineering and Maintenance Association

SECTION 1-02, BID PROCEDURES AND CONDITIONS

July 11, 2011

1-02.5 Proposal Forms
The first paragraph is revised to read:

At the request of a prequalified Bidder, the Contracting Agency will provide a physical Proposal Form for any project on which the Bidder is eligible to Bid. For certain projects selected at the sole discretion of the Contracting Agency, the Bidder may also be authorized to access an electronic Proposal Form for submittal via Trns-Port Expedite® software and BidExpress®.

1-02.6 Preparation of Proposal
The first paragraph is revised to read:

The Contracting Agency will accept only those Proposals properly executed on physical forms it provides, or electronic forms that the bidder has been authorized to access. Unless it approves in writing, the Contracting Agency will not accept Proposals on forms attached to the Plans and stamped “Informational”.

C 3431, FEDERAL AID PROJECT # STPH-L390(003) 12 Amendments
The second paragraph is revised to read:

All prices shall be in legible figures (not words) written in ink or typed, and expressed in U.S. dollars and cents. The Proposal shall include:

1. A unit price for each item (omitting digits more than four places to the right of the decimal point),

2. An extension for each unit price (omitting digits more than two places to the right of the decimal point), and

3. The total Contract price (the sum of all extensions).

In the space provided on the signature sheet, the Bidder shall confirm that all Addenda have been received.

The third paragraph is revised to read:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprises (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder’s completed DBE Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidders completed DBE Utilization Certification. WSDOT Form 422-031 EF (DBE Written Confirmation Document) is available for this purpose. Bidder must submit good faith effort documentation with the DBE Utilization Certification ONLY In The Event the bidder’s efforts to solicit sufficient DBE participation have been unsuccessful. Directions for delivery of the DBE Written Confirmation Documents and DBE Good Faith Effort documentation are included in Section 1-02.9 Delivery of Proposal and Section 1-02.10 Withdrawing, Revising or Supplementing Proposal.

1-02.7 Bid Deposit
This section is revised to read:

A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier’s check, or a proposal bond (Surety bond). For projects that are selected by the Contracting Agency to be bid electronically, the proposal bond may be in either a physical format, or an electronic format via Surety2000.com or Insurevision.com and BidExpress®. When a physical bid deposit or proposal bond is furnished to accompany an electronic Proposal Form, the Bid deposit shall be received by the Contracting Agency at the location specified for receipt of bids prior to the time set for receipt of Bids. Any proposal bond shall be on a form acceptable to the Contracting Agency and shall be signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify the minimum 5 percent required. The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2) appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner.
The failure to furnish a Bid deposit of a minimum of 5-percent with the Bid or as a physical supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

1-02.8(2) Lobbying Certification
The last paragraph is revised to read:

The Certification for Federal-Aid Contracts (Form DOT 272-040) may be reproduced from the Proposal form. The disclosure form is available from the Washington State Department of Transportation’s Contract Ad & Award Office, Transportation Building, Olympia, Washington 98504.

1-02.9 Delivery of Proposal
This section is revised to read:

For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and submitted in the envelope provided with it, or electronically via Tms-Port Expedite® software and BidExpress® at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

For projects scheduled for bid opening in other locations, each Proposal shall be sealed and submitted in the envelope provided with it, at the location and time identified in Section 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and delivery.

The Contracting Agency will not open or consider any Proposal or any supplement to a Proposal that is received after the time specified for receipt of Proposals, or received in a location other than that specified for receipt of Proposals.

NOTE: Certain documents that are required for an electronic Bid Proposal to be responsive CANNOT be submitted electronically via Tms-Port Expedite® software and BidExpress®. These documents include:

1. DBE Written Confirmation Documents; and,
2. Good Faith Effort Documentation; and,
3. Cash, certified checks, cashier’s checks, or a proposal bond (Surety bond) in formats other than via Surety2000.com or Insurevision.com.

The Bidder shall provide all documents that are required for an electronic Bid Proposal to be responsive (but cannot be submitted electronically via Tms-Port Expedite® software and BidExpress®) as a supplement to their electronic Bid Proposal in one of the following methods:

1. Physically in a sealed envelope marked as “BID SUPPLEMENT” and bearing the Bidders company name, project title, Bid date, and description of contents.
(for example: DBE Written Confirmation, DBE Good Faith Efforts, Proposal Deposit, etc.); or,

2. Except for Item #3 above, by facsimile to the following FAX number: (360) 705-6966.

E-mailed submittals are not acceptable. The Contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidder’s risk.

1-02.10 Withdrawal or Revision of Proposal

This section including title is revised to read:

Withdrawing, Revising, or Supplementing Proposal

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

1. The Bidder submits a written request signed by an authorized person, and

2. The Contracting Agency receives the request before the time set for receipt of Proposals.

The original physical Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time set for receipt of Proposals. Faxed Bid revisions and supplements will be accepted only if they are submitted in accordance with the “Example Format for Facsimile Bid Changes” instructions posted on the WSDOT website at http://www.wsdot.wa.gov/biz/contaa/bulletin/.

E-mailed requests to withdraw, revise or supplement a Proposal are not acceptable. The contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible FAX document transmissions, and such documents may be rejected as incomplete at the Bidders’ risk.

The Contracting Agency will not accept requests to revise or withdraw electronic Bid Proposals. Such requests shall be furnished directly to BidExpress® and in accordance with their terms and conditions.

1-02.13 Irregular Proposals

In the first paragraph, Item h beneath item number 1 is revised to read:

h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Utilization Certification, if applicable, as required in Section 1-02.6;

In the first paragraph, item i beneath item number 1 is revised to read:

i. The Bidder fails to submit written confirmation from each DBE firm listed on the Bidder’s completed DBE Utilization Certification that they are in agreement with
the bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;

Item 1 in the first paragraph is supplemented with the following:

j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made; or

k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

SECTION 1-06, CONTROL OF MATERIALS
January 3, 2011

1-06.1 Approval of Materials Prior to Use
This section is supplemented with the following new sub-section:

1-06.1(4) Fabrication Inspection Expense
In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle, Washington the Contracting Agency will deduct from payment due the Contractor costs to perform fabrication inspection on the following items:

- Steel Bridges and Steel Bridge components
- Cantilever Sign Structures and Sign Bridges
- Prestressed Concrete Girders and Precast Bridge Components
- Cylindrical, Disc, Pin, and Spherical Bearings
- Modular Expansion Joints
- Epoxy Coated Reinforcing Steel
- Painted and Powder Coated Luminaire and Signal Poles
- Additional items as may be determined by the Engineer

The deductions for fabrication inspection costs will be as shown in the Payment Table below.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Place of Fabrication</th>
<th>Reduction in Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Within 300 airline miles from Seattle</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>Between 300 and 3,000 airline miles from Seattle</td>
<td>$700.00 per *inspection day</td>
</tr>
<tr>
<td>3</td>
<td>Over 3,000 airline miles from Seattle</td>
<td>$1,000 per *inspection day, but not less than $2,500 per trip</td>
</tr>
</tbody>
</table>

*Note - An inspection day includes any calendar day or portion of a calendar day spent inspecting at or traveling to and from a place of fabrication.
Where fabrication of an item takes place in more than one zone, the reduction in payment will be computed on the basis of the entire item being fabricated in the furthest of zones where any fabrication takes place on that item.

The rates for Zone 2 and 3 shall be applied for the full duration time of all fabrication inspection activities to include but not limited to; plant approvals, prefabrication meetings, fabrication, coatings and final inspection.

1-06.2(2)A General
Table 2 “Pay Factors” on page 1-39 is revised to read:

| Category | n=3 | n=4 | n=5 | n=6 | n=7 | n=8 | n=9 | n=10 | n=11 | n=12 | n=14 | n=15 | n=22 | n=29 | n=30 | n=42 | n=68 | n=∞ |
|----------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1.05     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 1.00 |
| 1.04     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 1.00 |
| 1.03     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 1.00 |
| 1.02     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     | 1.00 |
| 1.01     | 69  | 75  | 78  | 80  | 82  | 83  | 84  | 85  | 86  | 87  | 88  | 89  | 90  | 90  | 91  | 92  | 92  | 92  |
| 0.99     | 66  | 72  | 76  | 79  | 80  | 81  | 82  | 83  | 84  | 85  | 86  | 87  | 89  | 89  | 90  | 91  | 91  | 92  |
| 0.98     | 64  | 70  | 74  | 76  | 78  | 79  | 80  | 81  | 82  | 84  | 85  | 86  | 88  | 88  | 89  | 90  | 90  | 90  |
| 0.97     | 63  | 69  | 72  | 74  | 76  | 77  | 78  | 79  | 81  | 82  | 84  | 86  | 87  | 88  | 89  | 90  | 90  | 90  |
| 0.96     | 61  | 67  | 70  | 72  | 74  | 75  | 76  | 78  | 79  | 81  | 82  | 84  | 86  | 87  | 88  | 89  | 90  | 90  |
| 0.95     | 59  | 65  | 68  | 71  | 72  | 74  | 75  | 76  | 78  | 79  | 80  | 82  | 84  | 85  | 86  | 87  | 88  | 87  |
| 0.94     | 58  | 63  | 67  | 69  | 71  | 72  | 73  | 75  | 76  | 78  | 79  | 80  | 82  | 83  | 85  | 86  | 87  | 85  |
| 0.93     | 57  | 62  | 66  | 69  | 71  | 72  | 73  | 75  | 76  | 78  | 79  | 80  | 82  | 84  | 86  | 87  | 88  | 84  |
| 0.92     | 56  | 61  | 65  | 68  | 70  | 72  | 73  | 75  | 76  | 78  | 79  | 80  | 81  | 83  | 85  | 87  | 88  | 83  |
| 0.91     | 54  | 59  | 64  | 66  | 69  | 70  | 72  | 74  | 75  | 76  | 78  | 79  | 80  | 82  | 84  | 86  | 87  | 82  |
| 0.90     | 53  | 57  | 61  | 64  | 67  | 69  | 71  | 72  | 74  | 75  | 77  | 79  | 80  | 82  | 84  | 86  | 87  | 80  |
| 0.89     | 51  | 56  | 60  | 63  | 66  | 69  | 71  | 72  | 74  | 75  | 77  | 79  | 80  | 82  | 84  | 86  | 87  | 79  |
| 0.88     | 50  | 55  | 59  | 63  | 66  | 69  | 71  | 73  | 75  | 77  | 79  | 81  | 82  | 84  | 86  | 87  | 86  | 78  |
| 0.87     | 49  | 53  | 57  | 61  | 65  | 68  | 70  | 73  | 75  | 77  | 79  | 81  | 83  | 85  | 87  | 88  | 87  | 77  |
| 0.86     | 48  | 52  | 55  | 59  | 63  | 66  | 69  | 72  | 74  | 76  | 78  | 80  | 82  | 84  | 86  | 88  | 88  | 76  |

(Continued)

Table 2 “Pay Factors” on page 1-40 is revised to read:
SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

August 1, 2011

1-07.2 Sales Tax

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

The Contractor shall contact the Contract Payment section of the Division of Accounting & Financial Services of the Department of Transportation, Olympia WA for questions on sales tax.

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

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid (RCW 60.28.051).

1-07.5(3) State Department of Ecology

Item No. 4. in the first paragraph is revised to read:

4. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.

1-07.9(1) General

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

When the project involves highway Work, heavy Work and building Work, the Contract Provisions may list a Federal wage and fringe benefit rate for the highway Work, a
separate Federal wage and fringe benefit rate for both the heavy Work and the building Work.

1-07.13(4) Repair of Damage

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

For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), 1-07.13(3), or 8-17.5, payment will be made in accordance with Section 1-09.4 using the estimated bid item "Reimbursement for Third Party Damage".

1-07.14 Responsibility for Damage

The third, fourth and fifth paragraphs are revised to read:

Subject to the limitations in this section and RCW 4.24.115 the Contractor shall indemnify, defend, and save harmless the State, Governor, Commission, Secretary, and all officers and employees of the State from all claims, suits, or actions brought for injuries to, or death of, any persons or damages resulting from construction of the Work or in consequence of any negligence or breach of contract regarding the Work, or the use of any improper materials in the Work, caused in whole or in part by any act or omission by the Contractor or the agents or employees of the Contractor during performance or at any time before final acceptance. In addition to any remedy authorized by law, the State may retain so much of the money due the Contractor as deemed necessary by the Engineer to ensure indemnification until disposition has been made of such suits or claims.

Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify, defend, and save harmless any county, city, or region, its officers, and employees connected with the Work, within the limits of which county, city, or region the Work is being performed, all in the same manner and to the same extent as provided above for the protection of the State, its officers and employees, provided that no retention of money due the Contractor be made by the State except as provided in RCW 60.28, pending disposition of suits or claims for damages brought against the county, city, or district.

Pursuant to RCW 4.24.115, where such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee’s agents or employees and (b) the Contractor or the Contractor’s agent or employees, the indemnity provisions provided in the preceding paragraphs of this section shall be valid and enforceable only to the extent of the Contractor’s negligence or the negligence of its agents and employees.

This section is supplemented with the following:

THE STATE INDUSTRIAL INSURANCE LAW, RCW TITLE 51. THIS WAIVER HAD BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE CONTRACTOR SHALL SIMILARLY REQUIRE THAT EACH SUBCONTRACTOR IT RETAINS IN CONNECTION WITH THE PROJECT COMPLY WITH THE TERMS OF THIS PARAGRAPH, WAIVE ANY IMMUNITY GRANTED UNDER RCW TITLE 51 AND ASSUME ALL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE SUBCONTRACTOR.

1-07.15 Temporary Water Pollution/Erosion Control
The fourth paragraph is deleted.

1-07.15(1) Spill Prevention, Control and Countermeasures Plan
This section is deleted in its entirety and replaced with the following:

The Contractor shall prepare and implement a project-specific spill prevention, control, and countermeasures plan (SPCC Plan) for the duration of the project. The Contractor shall submit the plan to the Project Engineer no later than the date of the preconstruction conference. No on-site construction activities may commence until the Contracting Agency accepts an SPCC Plan for the project. SPCC Plan template and guidance information is available at: http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm.

The SPCC Plan shall address all fuels, petroleum products and hazardous materials, as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11). Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The SPCC Plan shall address conditions that may be required by Section 3406 of the current International Fire Code, or as approved by the local Fire Marshal.

Implementation Requirements
The Contractor shall update the SPCC Plan throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all times.

SPCC Plan Element Requirements
The SPCC Plan shall set forth the following information in the following order:

1. Responsible Personnel
   Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.

2. Spill Reporting
   List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill.

3. Project and Site Information
Describe the following items:

A. The project Work.

B. The site location and boundaries.

C. The drainage pathways from the site.

D. Nearby waterways and sensitive areas and their distances from the site.

4. Potential Spill Sources
   Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):

   A. Name of material and its intended use.

   B. Estimated maximum amount on-site at any one time.

   C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.

5. Pre-Existing Contamination
   Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract provisions and Plans. Identify equipment and work practices that shall be used to prevent the release of contamination.

6. Spill Prevention and Response Training
   Describe how and when all project personnel, including refueling personnel and other Subcontractors, shall be trained in spill prevention, containment, and response and in the location of spill response kits.

7. Spill Prevention
   Describe the following items:

   A. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.

   B. Security measures for potential spill sources to prevent accidental spills and vandalism.

   C. Methods used to prevent stormwater from contacting hazardous materials.
D. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology's Construction Stormwater General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.

E. BMP Methods used to prevent discharges to ground or water during mixing and transfers of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology's Construction Stormwater General NPDES Permit. BMPs guidance is provided in Ecology’s Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153 and Volume IV Source Control BMPs.

F. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.

G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.

H. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.

I. Site inspection procedures and frequency.

8. Spill Response
Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material.

A. A spill of each type of hazardous material at each location identified in 4, above.

B. Stormwater that has come into contact with hazardous materials.
C. A release or spill of any pre-existing contamination and contaminant source described in 5, above.

D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

E. A spill occurring during Work with equipment used below the ordinary high water line.

If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor shall be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

9. Project Site Map
   Provide a map showing the following items:

   A. Site location and boundaries.

   B. Site access roads.

   C. Drainage pathways from the site.

   D. Nearby waterways and sensitive areas.

   E. Hazardous materials, equipment, and decontamination areas identified in 4, above.

   F. Pre-existing contamination or contaminant sources described in 5, above.

   G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms
    Provide a copy of the spill report form(s) that the Contractor shall use in the event of a release or spill.

Payment
Payment will be made in accordance with Section 1-04.1 for the following bid item when it is included in the Proposal:

“SPCC Plan,” lump sum.

When the written SPCC Plan is accepted by Contracting Agency, the Contractor shall receive 50-percent of the lump sum Contract price for the plan. The remaining 50-percent of the lump sum price will be paid after the materials and equipment called for in the Plan are mobilized to the project.
The lump sum payment for “SPCC Plan” shall be full pay for all costs associated with creating and updating the accepted SPCC Plan, all costs associated with the set up of prevention measures, and implementing the current SPCC Plan as required by this Specification.

As to other costs associated with releases or spills, including restocking spill kits, the Contractor may request payment as provided for in the Contract. No payment shall be made if the release or spill was caused by or resulted from the Contractor’s operations, negligence, or omissions.

1-07.16(2) Vegetation Protection and Restoration

The second paragraph is revised to read:

Damage which may require replacement of vegetation includes torn bark stripping, broken branches, exposed root systems, cut root systems, poisoned root systems, compaction of surface soil and roots, puncture wounds, drastic reduction of surface roots or leaf canopy, changes in grade greater than 6-inches, or any other changes to the location that may jeopardize the survival or health of the vegetation to be preserved.

The third paragraph is revised to read:

When large roots of trees designated to be saved are exposed by the Contractor’s operation, they shall be wrapped with heavy, moist material such as burlap or canvas for protection and to prevent excessive drying. The material shall be kept moist and securely fastened until the roots are covered to finish grade. All material and fastening material shall be removed from the roots before covering. All roots 1-inch or larger in diameter, which are damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped bark shall be removed as designated by the Engineer at no additional cost to the Contracting Agency.

The fourth paragraph is revised to read:

Any pruning activity required to complete the Work as specified shall be performed by a Certified Arborist as designated by the Engineer.

1-07.18 Public Liability and Property Damage Insurance

This section is deleted in its entirety and replaced with the following:

1-07.18 Public Liability and Property Damage Insurance

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the Contract until the date of acceptance by the Secretary (Section 1-05.12).

1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage with limits of $3,000,000 per occurrence and,
per project, in the aggregate for each policy period, written on Insurance Services
Office (ISO) form CG0009 1204, together with Washington State Department of
Transportation amendatory endorsement CG 2908 1195, specifying the Contracting
Agency, the State, the Governor, the Commission, the Secretary, the Department
and all officers and employees of the State as named insured.

2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or
its equivalent with minimum limits of $3,000,000 per occurrence and in the
aggregate for each one year policy period. This coverage may be any combination
of primary, umbrella or excess liability coverage affording total liability limits of not
less than $3,000,000 per occurrence and in the aggregate. Products and completed
operations coverage shall be provided for a period of three years following
Substantial Completion of the Work.

3. Commercial Automobile Liability Insurance providing bodily injury and property
damage liability coverage for all owned and nonowned vehicles assigned to or used
in the performance of the Work with a combined single limit of not less than $1,000,
00 each occurrence. This coverage may be any combination of primary, umbrella
or excess liability coverage affording total liability limits of not less than $1,000,000
per occurrence with the State named as an additional insured or designated insured
in connection with the Contractor’s Performance of the Contract. If pollutants are to
be transported, MCS 90 and CA 99 48 endorsements are required on the
Commercial Automobile Liability insurance policy unless in-transit pollution risk is
covered under a Pollution Liability insurance policy.

4. The Contractor shall be Named Insured and the Contracting Agency, the State, the
Governor, the Commission, the Secretary, the Department, all officers and
employees of the State, and their respective members, directors, officers, employees,
agents and consultants (collectively the “Additional Insureds”) shall be included as
Additional Insureds for all policies and coverages specified in this Section, with the
exception of the OCP policy. Said insurance coverage shall be primary and non-
contributory insurance with respect to the insureds and the Additional Insureds.
Any insurance or self-insurance beyond that specified in this Contract that is
maintained by any Additional Insured shall be in excess of such insurance and shall
not contribute with it. All insurance coverage required by this Section shall be
written and provided by “occurrence-based” policy forms rather than by “claims
made” forms.

All endorsements adding Additional Insureds to required policies shall be issued on
(i) form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency,
providing the Additional Insureds with all policies and coverages set forth in this
Section, with the exception of the OCP and Commercial Auto policies or (ii) form
CA 20 48 or forms deemed equivalent by Contracting Agency, providing the
Additional Insureds with all coverage’s required under the Commercial Automobile
Liability.

5. The coverage limits to be provided by Contractor for itself and to the Contracting
Agency and Additional Insureds pursuant to this section or any Special Provision,
shall be on a “per project” aggregate basis with the minimum limits of liability as
set forth herein for both general liability and products/completed operations claims.
The additional insured coverage required under this Section for products/completed
operations claims shall remain in full force and effect for not less than three years
following Substantial Completion of the project. If the Contractor maintains, at any
time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or
any Special Provision, then those additional coverage limits shall also apply to the
Contracting Agency and the Additional Insureds. This includes, but is not limited to,
any coverage limits provided under any risk financing program of any description,
whether such limits are primary, excess, contingent or otherwise.

6. All insurance policies and coverage’s required under Section 1-07.18 and Section 1-
07.10 shall contain a waiver of subrogation against the Contracting Agency, the
State, any Additional Insured and their respective departments, agencies, boards,
and commissions and their respective officers, officials, agents, and employees for
losses arising from Work performed by or on behalf of the Contractor. This waiver
has been mutually negotiated by the parties.

7. Where applicable, the Contractor shall cause each Subcontractor to provide
insurance that complies with all applicable requirements of the Contractor-provided
insurance as set forth herein, in circumstances where the Subcontractor is not
covered by the Contractor-provided insurance. The Contractor shall have sole
responsibility for determining the limits of coverage required, if any, to be obtained
by Subcontractors, which determination shall be made in accordance with
reasonable and prudent business practices. In the event that a Subcontractor is
required to add the Contractor as an additional insured pursuant to its contract for
Work at the Project, then the Contractor shall also cause each Subcontractor to
include the Contracting Agency and the Additional Insureds as additional insureds
as well, for primary and non-contributory limits of liability under each
Subcontractor’s Commercial General Liability, Commercial Automobile Liability
and, any other coverage’s which may be required pursuant to a “Special Provision”.

8. Unless specifically noted otherwise in the Contract Documents, the parties to this
Contract do not intend by any of the provisions of this Contract to cause the public
or any member thereof or any other Person to be a third party beneficiary of the
Contract Documents. Nothing in this Contract authorizes anyone not a party to this
Contract or a designated third party beneficiary to this Contract to maintain a suit
for personal injuries or property damage pursuant to the terms or provisions of this
Contract. It is the further intent of the Contracting Agency and the Contractor in
executing the Form of Contract that no individual, firm, corporation or any
combination thereof which supplies materials, labor, services, or equipment to the
Contractor for the performance of the Work shall become thereby a third party
beneficiary of this Contract.

The Contract Documents shall not be construed to create a contractual relationship
of any kind between the Contracting Agency and a Subcontractor or any other
Person except the Contractor.
9. The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain such provisions. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However in no event shall any provision for a deductible provide for a deductible in excess of $50,000.00.

10. With the exception of the Commercial Automobile liability coverage, no policies of insurance required under this Section shall contain an arbitration or alternative dispute resolution clause applicable to disputes between the insurer and its insureds. Any and all disputes concerning (i) terms and scope of insurance coverage afforded by the policies required hereunder and/or (ii) extra contractual remedies and relief which may be afforded policy holders in connection with coverage disputes, shall be resolved in Washington Superior Court, applying Washington law.

11. Prior to Contract execution, the Contractor shall file with the Department of Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420, ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these Specifications. Within 30 days of being awarded a Contract, the Contractor shall provide the Department with complete copies, which may be electronic copies, of all insurance policies required under this section and any Special Provisions.

12. The Contractor shall provide written notice to the Engineer of any policy cancellations and provide the Department of Transportation, Contract Payment Section, P.O. Box 47420 Olympia, WA 98504-7420, by U.S Mail, notice of any policy cancellation within two business days of receipt of cancellation.

13. Failure on the part of the Contractor to maintain the insurance as required, or to not provide certification and copies of the insurance prior to the time specified in subsection 11 above, shall constitute a material breach of Contract upon which the Contracting Agency may, after giving 5-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. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit Contract prices and no additional payment will be made.

SECTION 1-08, PROSECUTION AND PROGRESS
April 4, 2011

1-08.1 Subcontracting
The second and third sentences in the eighth paragraph are revised to read:
This Certification shall be submitted to the Project Engineer on WSDOT form 421-023, “Quarterly Report of Amounts Paid as MBE/WBE Participants”, quarterly for the State fiscal quarters: January 1 through March 31, April 1 through June 30, July 1 through September 30, October 1 through December 31, and for any remaining portion of a quarter through Physical Completion of the Contract. The report is due 20 calendar days following the fiscal quarter end or 20-calendar days after Physical Completion of the Contract.

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

On all projects funded with both Contracting Agency funds and Federal assistance the Contractor shall submit a “Quarterly Report of Amounts Credited as DBE Participation” on a quarterly basis in which DBE work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate.

The last sentence in the ninth paragraph is revised to read:

When required, this “Quarterly Report of Amounts Credited as DBE Participation” is in lieu of WSDOT form 421-023, “Quarterly Report of Amounts Paid as MBE/WBE Participants”.

1-08.5 Time for Completion

The last two sentences in the first paragraph are revised to read:

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

Item number 2.c. in the sixth paragraph is revised to read:

c. Quarterly Reports of Amounts Paid as MBE/WBE Participants, or Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.

SECTION 1-09, MEASUREMENT AND PAYMENT
August 1, 2011

1-09.2(1) General Requirement for Weighing Equipment

This section is revised to read:

Unless specified otherwise, any Highway or Bridge construction materials to be proportioned or measured and paid for by weight shall be weighed on a scale.

Scales

Scales shall:
1. be accurate to within 0.5-percent of the correct weight throughout the range of use;

2. not include spring balances;

3. include beams, dials, or other reliable readout equipment;

4. be built to prevent scale parts from binding, vibrating, or being displaced and to protect all working parts and;

5. be carefully maintained, with bunkers and platforms kept clear of accumulated materials that could cause errors.

Scale Operations
Contractor provided scale operations are defined as operations where a scale is set up by the Contractor specifically for the project and most, if not all, material weighed on the scale is utilized for Contract Work. In this situation, the Contractor shall provide a person to operate the project scale, write tickets, perform scale checks and prepare reports.

Commercial scale operations include the use of established scales used to sell materials to the public on a regular basis. In addition, for the purposes of this specification, all batch, hopper, and belt scales are considered to be commercial scales. When a commercial scale is used as the project scale, the Contractor may utilize a commercial scale operator provided it is at no additional cost to the contracting agency.

In addition, the Contractor shall ensure that:

1. the Engineer is allowed to observe the weighing operation and check the daily scale weight record;

2. scale verification checks are performed at the direction of the Contracting Agency (see Section 1-09.2(5));

3. several times each day, the scale operator records and makes certain the platform scale balances and returns to zero when the load is removed; and

4. test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Unless otherwise approved, reporting shall utilize form 422-027, Scaleman's Daily Report.

Trucks and Tickets
Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. Each vehicle operator shall obtain a weigh or load ticket from the scale operator. The Contracting Agency will provide item quantity tickets for scales that are not self-printing. The Contractor shall provide tickets for self-printing scales. All tickets shall, at a minimum, contain the following information:
1. date of haul;
2. contract number;
3. contract unit Bid item;
4. unit of measure;
5. identification number of hauling vehicle; and
6. weight delivered
   a. net weight in the case of batch and hopper scales
   b. gross weight, tare and net weight in the case of platform scales (tare may be omitted if a tare beam is used)
   c. approximate load out weight in the case of belt conveyor scales

The vehicle operator shall deliver the ticket in legible condition to the material receiver at the material delivery point. The material delivery point is defined as the location where the material is incorporated into the permanent Work.

1-09.2(2) Specific Requirements for Batching Scales
In the first paragraph, the last sentence is revised to read:

Batching scales used for Portland Cement concrete or hot mix asphalt shall not be used for batching other materials.

1-09.2(3) Specific Requirements for Platform Scales
In the first paragraph, the last sentence is revised to read:

A tare weight shall be taken of each hauling vehicle at least once daily.

The third paragraph is deleted.

1-09.2(5) Measurement
This section is revised to read:

Scale Verification Checks
The Engineer will verify the accuracy of each batch, hopper or platform scale. The frequency of verification checks will be such that at least one test weekly is performed for each weighed contract item of work being performed during that week.

Verification checks may not be routinely conducted for weighed material, who’s proposal quantity multiplied by the unit bid price, has a value less than $20,000.
The verification will consist of one of the following methods and be at the Contractor’s option:

1. Weigh a loaded truck on a separate certified platform scale designated by the Contractor, for the purpose of scale verification.

2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale and then check the project scale with it.

3. Establish a certified fixed load weighing at least 10,000 pounds as a check-weight. The certification shall consist of an affidavit affirming the correct weight of the fixed load.

Should the scale verification check reveal a weight difference of more than 0.5-percent, a second scale verification check shall be performed immediately. If the weight differences of both comparison checks exceed the 0.5-percent limit and the scale has been overweighing, the Contractor shall immediately stop weighing and the scale shall be recertified at the Contractor’s expense. If the weight difference of both comparison checks exceed the 0.5-percent limit and the scale is under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.

**Belt Scales**

To test the accuracy of a belt-conveyor scale, the Contractor shall weigh five or more payloads from sequential hauling units and compare these weights with weights of the same payloads taken on a separate certified platform scale. If the test results fluctuate, the Engineer may require more than five check loads. Conveyor weights will be based on tonnage values taken from the sealed odometer at the beginning and end of each check period.

If scale verification checks show the scale has been under weighing, it shall be adjusted immediately. The Contractor will not be compensated for any loss from under weighing.

If scale verification checks show the scale has been overweighing, its operation will cease immediately until adjusted.

**Minor Construction Items**

If the specifications and plans require weight measurement for minor construction items, the Contractor may request permission to convert volume to weight. If the Engineer approves, an agreed factor may be used to make this conversion and volume may be used to calculate the corresponding weight for payment.

**1-09.2(6) Payment**

This section is revised to read:

Unless specified otherwise the Contracting Agency will pay for no materials received by weight unless they have been weighed as required in this section or as required by another method the Engineer has approved in writing.
The Contractor shall not be compensated for any loss from under weighing that is revealed by scale verification checks.

If scale verification checks reveal that the scale is over weighing, then payment for all material weighed since the last valid scale verification check will be adjusted. The contracting agency will calculate the combined weight of all materials weighed after the last verification check showing accurate results. This combined weight will then be reduced for payment by the percentage of scale error that exceeds 0.5-percent unless the Contractor demonstrates to the satisfaction of the Engineer that the defect in the scale was present for a lesser period of time.

Unit contract prices for the various pay items of the project cover all costs related to weighing and proportioning materials for payment. These costs include but are not limited to:

- furnishing, installing, certifying, and maintaining scales;
- providing a weigher to operate a Contractor provided scale;
- providing a weigher to operate a commercial scale, if necessary;
- providing self-printing tickets, if necessary;
- rerouting a truck for verification weighing;
- assisting the Engineer with scale verification checks;
- any other related costs associated with meeting the requirements of this section.

1-09.9 Payments

The first paragraph is revised to read:

The basis of payment will be the actual quantities of Work performed according to the Contract and as specified for payment.

The Contractor shall submit a breakdown of the cost of lump sum Items to enable the Project Engineer to determine the Work performed on a monthly basis. Lump sum item breakdowns shall be submitted prior to the first progress payment that includes payment for the Bid Item in question. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown the Project Engineer will make a determination based on information available. The Project Engineer’s determination of the cost of work shall be final.

In the third paragraph, the second sentence is deleted.

1-09.11(1) A Disputes Review Board Membership

This section is supplemented with the following new paragraph:
The Contracting Agency and Contractor shall indemnify and hold harmless the Board Members from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees arising out of and resulting from the actions and recommendations of the Board.

SECTION 1-10, TEMPORARY TRAFFIC CONTROL
April 4, 2011

1-10.2(2) Traffic Control Plans
The second paragraph is revised to read:

When the Contractor’s chosen method of performing the Work in the Contract requires some form of temporary traffic control for vehicles, bicyclists, or pedestrians, the Contractor shall either: (1.) designate and adopt, in writing, the traffic control plan or plans from the Contract documents that support that method; or (2.) submit a Contractor’s plan that modifies, supplements or replaces a plan from the Contract documents. Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, spotters and other traffic control devices required to support the Work. Any Contractor-proposed traffic control plan shall conform to the established standards for plan development as shown in the MUTCD, Part 6 and the most current edition of the PROWAG. The Contractor’s submittal, either designating and adopting a traffic control plan from the Contract documents or proposing a Contractor-developed plan, shall be provided to the Engineer for approval at least 10-calendar days in advance of the time the signs and other traffic control devices are scheduled to be installed and utilized. The Contractor shall be solely responsible for submitting any proposed traffic control plan or modification, obtaining the Engineer’s approval and providing copies of the approved Traffic Control Plans to the Traffic Control Supervisor.

1-10.2(3) Conformance to Established Standards
The reference “(TMA’s)” in the paragraph that starts with “Category 3” is deleted.

The first paragraph is revised to read:

Flagging, signs, and all other traffic control devices and procedures furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the U.S. Department of Transportation and the Washington State Modifications to the MUTCD and the most current edition of the Public Rights-Of-Way Accessibility Guidelines (PROWAG). Judgment of the quality of devices furnished will be based upon Quality Guidelines for Temporary Traffic Control Devices, published by the American Traffic Safety Services Association. Copies of the MUTCD and Quality Guidelines for Temporary Control Devices may be purchased from the American Traffic Safety Services Association, 15 Riverside Parkway, Suite 100, Fredericksburg, Virginia 22406-1022. The Washington State Modifications to the MUTCD may be obtained from the Department of Transportation, Olympia, Washington 98504. The most current
1-10.3(1) Traffic Control Labor

The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, spotting, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.

1-10.3(2)C Lane Closure Setup/Takedown

Item number 1 in the first paragraph is revised to read:

1. If the Plans show a portable changeable message sign, it shall be established in advance of the operation; far enough back to provide warning of both the operation and any queue of traffic that has formed during the operation.

In the second paragraph, the reference to "TMA/arrow board" is revised to read "transportable attenuator/arrow board".

1-10.3(3) Traffic Control Devices

The following paragraph is inserted at the beginning of this section:

Traffic control devices, including signs, furnished or provided shall conform to the standards established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD), published by the U.S. Department of Transportation and the Washington State Modifications to the MUTCD. Requirements for pedestrian traffic control devices are addressed in the MUTCD.

1-10.3(3)A Construction Signs

In the fourth paragraph “height” is replaced with “top of the ballast”.

1-10.3(3)J Truck Mounted Attenuator

The title for this section is revised to read:

1-10.3(3)J Transportable Attenuator

In the second and fourth paragraphs, the references to "TMA" are revised to read "Transportable Attenuator".

In the first paragraph, the first sentence is revised to read:

Where shown on an approved traffic control plan or where ordered by the Engineer, the Contractor shall provide, operate, and maintain transportable impact attenuators as required in Section 9-35.12.

In the third paragraph, the reference to "truck's" is revised to read "host vehicle's".
1-10.4(2) Item Bids with Lump Sum for Incidentals
All references to "Truck Mounted Impact Attenuator(s)" are revised to read "Transportable Attenuator(s)".

In the eighth paragraph, the first sentence is revised to read:

"Transportable Attenuator" will be measured per each one time only for each host vehicle with mounted or attached impact attenuator used on the project.

In the last sentence of the ninth paragraph, the reference to "TMA" is replaced with "transportable attenuator".

This Section is supplemented with the following:

No specific unit of measurement will apply to the lump sum item of "Pedestrian Traffic Control."

1-10.5(2) Item Bids with Lump Sum for Incidentals
All references to "truck mounted impact attenuator(s)" are revised to read "transportable attenuator(s)".

This Section is supplemented with the following:

"Pedestrian Traffic Control", lump sum.
The lump sum Contract payment shall be full compensation for all costs of labor and materials incurred by the Contractor in performing pedestrian traffic control Contract Work defined in Section 1-10.

SECTION 2-01, CLEARING, GRUBBING, AND ROADSIDE CLEANUP
April 5, 2010

2-01.3(2) Grubbing
In the first paragraph Item 2. e. is revised to read:

e. Upon which embankments will be placed except stumps may be close-cut or trimmed as allowed in Section 2-01.3(1) item 3.

SECTION 2-02, REMOVAL OF STRUCTURES AND OBSTRUCTIONS
January 4, 2010

2-02.3 Construction Requirements
The fourth paragraph is revised to read:

The Contractor may dispose of waste material in Contracting Agency owned sites if the Special Provisions or the Engineer permits it. Otherwise, the Contractor shall arrange to dispose of waste at no expense to the Contracting Agency and the disposal shall meet the requirements of Section 2-03.3(7)C.
SECTION 5-01, CEMENT CONCRETE PAVEMENT REHABILITATION
August 2, 2010

5-01.2 Materials
The referenced section for the following item is revised to read:

Dowel Bars 9-07.5(1)

5-01.3(4) Replace Portland Cement Concrete Panel
The thirteenth paragraph is revised to read:

The tie bar and dowel bar holes shall be blown clean with compressed air before grouting. The bar shall be centered in the hole and all voids around the bar completely filled with grout. Dams, if needed, shall be placed at the front of the holes to confine the grout and center the bars in the holes. The dams shall permit the escape of air without leaking grout and shall not be removed until grout has cured in the hole.

5-01.3(6) Dowel Bar Retrofit
The last paragraph is deleted.

5-01.3(9) Portland Cement Concrete Pavement Grinding
The third sentence in the first paragraph is revised to read:

Grind one pass along the edge adjacent to Portland Cement Concrete Pavement (PCCP) placed in accordance with Section 5-05, before the PCCP is placed.

The second sentence in the second paragraph is deleted.

SECTION 6-03, STEEL STRUCTURES
April 4, 2011

6-03.3(25) Repair Welding
In the first paragraph “2002” is revised to read “2008”.

6-03.3(25)A Welding Inspection
In the first paragraph “2002” is revised to read “2008”.

In the paragraph below the heading “Radiographic Inspection” “2002 Structural” is revised to read “2008 Bridge”.

6-03.3(29) Vacant
This section including title is revised to read:

Welded Shear Connectors
All welded shear connectors on steel girder top flanges shall be installed in the field after the forms for the concrete bridge deck are in place. The steel surface to be welded shall be prepared to SSPC-SP 11, power tool cleaning, just prior to welding. Installation,
production control, and inspection of welded shear connectors shall conform to Chapter 7 of the AASHTO/AWS D1.5M/D1.5:2008 Bridge Welding Code. After the welded shear connectors are installed, the weld and the disturbed steel surface shall be cleaned and painted in accordance with Section 6-07.3(9).f.

6-03.3(32) **Assembling and Bolting**

The third paragraph is revised to read:

Cylindrical erection pins (drift pins) shall be placed throughout each field connection and each field joint with the greatest concentration in the outer edges of a splice plate or member being bolted. Drift pins shall be double tapered barrel pins of hardened steel. The diameter of the drift pins shall at least be 1/32-inch larger than the diameter of the bolts in the connection or the full hole diameter.

6-03.3(33) **Bolted Connections**

This section is revised to read:

Fastener components shall consist of bolts, nuts, washers, tension control bolt assemblies, and direct tension indicators. Fastener components shall meet the requirements of Section 9-06.5(3).

The Contractor shall submit documentation of the bolt tension calibrator for approval by the Engineer and shall include brand, capacity, model, date of last calibration, and manufacturer's instructions for use. The Contractor shall be responsible to supply the approved bolt tension calibrator and all accompanying hardware and calibrated torque wrenches to conduct all testing and inspection described herein. Use of the bolt tension calibrator shall comply with manufacturer’s recommendations.

Fastener components shall be protected from dirt and moisture in closed containers at the site of installation. Only as many fastener components as are anticipated to be installed during the Work shift shall be taken from protected storage. Fastener components that are not incorporated into the Work shall be returned to protected storage at the end of the Work shift. Fastener components shall not be cleaned or modified from the as-delivered condition. Fastener components that accumulate rust or dirt shall not be incorporated into the Work. Tension control bolt assemblies shall not be relubricated, except by the manufacturer.

All bolted connections are slip critical. Painted structures require either Type 1 or Type 3 bolts. Unpainted structures require Type 3 bolts. AASHTO M 253 bolts shall not be galvanized or be used in contact with galvanized metal. Washers are required under turned elements for bolted connections and as required in the following:

1. Washers shall be used under both the head and the nut when AASHTO M 253 bolts are to be installed in structural carbon steel, as specified in Section 9-06.1.

2. Where the outer face of the bolted parts has a slope greater than 1:20 with respect to a plane normal to the bolt axis, a beveled washer shall be used.
3. Washers shall not be stacked unless otherwise approved by the Engineer.

4. It is acceptable to place a washer under the unturned element.

All galvanized nuts shall be lubricated by the manufacturer with a lubricant containing a visible dye so a visual check for the lubricant can be made at the time of field installation. Black bolts shall be lubricated by the manufacturer and shall be “oily” to the touch when installed.

After assembly, bolted parts shall fit solidly together. They shall not be separated by washers, gaskets, or any other material. Assembled joint surfaces, including those next to bolt heads, nuts, and washers, shall be free of loose mill scale, burrs, dirt, and other foreign material that would prevent solid seating.

When all bolts in a joint are tight, each bolt shall carry at least the proof load shown in Table 3 below:

<table>
<thead>
<tr>
<th>Bolt Size (inches)</th>
<th>AASHTO M 164 and ASTM F 1852 (pounds)</th>
<th>AASHTO M 253 (pounds)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/2</td>
<td>12,050</td>
<td>14,900</td>
</tr>
<tr>
<td>5/8</td>
<td>19,200</td>
<td>23,700</td>
</tr>
<tr>
<td>3/4</td>
<td>28,400</td>
<td>35,100</td>
</tr>
<tr>
<td>7/8</td>
<td>39,250</td>
<td>48,500</td>
</tr>
<tr>
<td>1</td>
<td>51,500</td>
<td>63,600</td>
</tr>
<tr>
<td>1 1/8</td>
<td>56,450</td>
<td>80,100</td>
</tr>
<tr>
<td>1 1/4</td>
<td>71,700</td>
<td>101,800</td>
</tr>
<tr>
<td>1 3/8</td>
<td>85,450</td>
<td>121,300</td>
</tr>
<tr>
<td>1 1/2</td>
<td>104,000</td>
<td>147,500</td>
</tr>
</tbody>
</table>

Prior to final tightening of any bolts in a bolted connection, the connection shall be compacted to a snug-tight condition. Snug tight shall include bringing all plies of the connection into firm contact and snug-tightening all bolts in accordance with Section 6-03.3(32).

Final tightening may be done by either the turn-of-nut method, the direct-tension indicator method, or twist off type tension control structural bolt/nut/washer assembly method. Preferably, the nut shall be turned tight while the bolt is prevented from rotating. However, if required by either turn-of-nut or direct-tension-indicator methods, because of bolt entering and/or wrench operational clearances, tightening may be done by turning the bolt while the nut is prevented from rotating.
1. **Turn-of-Nut Method.** After all specified bolting conditions satisfied, and before final tightening, the Contractor shall match-mark with crayon or paint the outer face of each nut and the protruding part of the bolt. Each bolt shall be final tightened to the specified minimum tension by rotating the amount specified in Table 4. To ensure that this tightening method is followed, the Engineer will (1) observe as the Contractor installs, snug-tightens, and final tightens all bolts and (2) inspect each match-mark.

<table>
<thead>
<tr>
<th>Bolt Length</th>
<th>Disposition of Outer Faces of Bolted Parts</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Condition 1</strong></td>
</tr>
<tr>
<td>L &lt;= 4D</td>
<td>1/3 turn</td>
</tr>
<tr>
<td>4D &lt; L &lt;= 8D</td>
<td>1/2 turn</td>
</tr>
<tr>
<td>8D &lt; L &lt;= 12D</td>
<td>5/6 turn</td>
</tr>
</tbody>
</table>

Bolt length measured from underside of head to top of nut.

*Condition 1* — both faces at right angles to bolt axis.

*Condition 2* — one face at right angle to bolt axis, one face sloped no more than 1:20, without bevel washer.

*Condition 3* — both faces sloped no more than 1:20 from right angle to bolt axis, without bevel washer.

Nut rotation is relative to the bolt regardless of which element (nut or bolt) is being turned. Tolerances permitted plus or minus 30 degrees ($\frac{1}{12}$ turn) for final turns of $\frac{1}{2}$ turn or less; plus or minus 45 degrees ($\frac{1}{6}$ turn) for final turns of $\frac{2}{3}$ turn or more.

D = nominal bolt diameter of bolt being tightened.

When bolt length exceeds 12D, the rotation shall be determined by actual tests in which a suitable tension device simulates actual conditions.

2. **Direct-Tension-Indicator Method.** Direct-Tension-Indicators (DTIs) shall not be used under the turned element. DTIs shall be placed under the bolt head with the protrusions facing the bolt head when the nut is turned. DTIs shall be placed under the nut with the protrusions facing the nut when the bolt is turned.
<table>
<thead>
<tr>
<th>Bolt Size, inches</th>
<th>DTI Spaces</th>
<th>Maximum Snug-tight Refusals</th>
<th>Minimum Final Tighten Refusals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M 164</td>
<td>M 253</td>
<td>M 164</td>
</tr>
<tr>
<td>1/2</td>
<td>4</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>5/8</td>
<td>4</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>3/4</td>
<td>5</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>7/8</td>
<td>5</td>
<td>6</td>
<td>2</td>
</tr>
<tr>
<td>1</td>
<td>6</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>1-1/8</td>
<td>6</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>1-1/4</td>
<td>7</td>
<td>8</td>
<td>3</td>
</tr>
<tr>
<td>1-3/8</td>
<td>7</td>
<td>8</td>
<td>3</td>
</tr>
<tr>
<td>1-1/2</td>
<td>8</td>
<td>9</td>
<td>3</td>
</tr>
</tbody>
</table>

Gap refusal shall be measured with a 0.005 inch tapered feeler gage. After all specified bolting conditions are satisfied, the snug-tightened gaps shall meet Table 5 snug-tight limits.

Each bolt shall be final-tightened to meet Table 5 final tighten limits. If the bolt is tensioned so that no visible gap in any space remains, the bolt and DTI shall be removed and replaced by a new properly tensioned bolt and DTI.

The Contractor shall tension all bolts, inspecting all DTIs with a feeler gage, in the presence of the Engineer. DTIs shall be installed by 2 or more person crews with 1 individual preventing the element at the DTI from turning, and measuring the gap of the DTI to determine the proper tension of the bolt.

If a bolt, that has had its DTI brought to full load, loosens during the course of bolting the connection, it shall be rejected. Reuse of the bolt and nut are subject to the provisions of this section. The used DTI shall not be reinstalled.

### 3. Twist Off Type Tension Control Structural Bolt/Nut/Washer Assembly Method (Tension Control Bolt Assembly)

Tension control bolt assemblies shall include the bolt, nut, and washer(s) packaged and shipped as a single assembly. Tension control bolt assembly components shall not be interchanged for testing or installation and shall comply with all provisions of ASTM F 1852.

The tension control bolts shall incorporate a design feature intended to either indirectly indicate, or to automatically provide, the minimum tension specified in Table 3 of Section 6-03.3(33).
The Contractor shall submit the tension control bolt assembly to the Engineer for approval with bolt capacities, type of bolt, nut, and washer lubricant, method of packaging and protection of the lubricated bolt, installation equipment, calibration equipment, and installation procedures.

The tension control bolt manufacturer’s installation procedure shall be followed for installation of bolts in the verification testing device, in all calibration devices, and in all structure connections.

In some cases, proper tensioning of the bolts may require more than one cycle of systematic partial tightening prior to final yield or fracture of the tension control element of each bolt. If yield or fracture of the tension control element of a bolt occurs prior to the final tightening cycle, that bolt shall be replaced with a new one.

Additional field verification testing shall be performed as requested by the Engineer.

All bolts and connecting hardware shall be stored and handled in a manner to prevent corrosion and loss of lubricant. Bolts which are installed without the same lubricant coating as tested under the verification test will be rejected and shall be removed from the joint and be replaced with new lubricated bolts at no additional cost to the Contracting Agency.

AASHTO M 253 bolts, galvanized AASHTO M 164 bolts, and ASTM F 1852 tension control bolt assemblies shall not be reused. Black AASHTO M 164 bolts may be reused once if approved by the Engineer. All bolts to be reused shall have their threads inspected for distortion by reinstalling the used nut on the bolt and turning the nut for the full length of the bolt threads by hand. Bolts to be reused shall be relubricated in accordance with the manufacturer’s recommendations and as approved by the Engineer. Used bolts shall be subject to a rotational capacity test as specified in Section 6-03.3(33)A Pre-Erection Testing. Touching up or retightening bolts previously tightened by the turn-of-nut method, which may have been loosened by the tightening of adjacent bolts shall not be considered as reuse, provided the snugging up continues from the initial position and does not require greater rotation, including the tolerance, than that required by Table 4.

6-03.3(33)A Pre-Erection Testing
This section is revised to read:

High strength bolt assemblies (bolt, nut, direct tension indicator, and washer), black and galvanized, shall be subjected to a field rotational capacity test, as outlined below, prior to any permanent fastener installation. For field installations, the rotational capacity test shall be conducted at the jobsite. Each combination of bolt production lot, nut production lot, washer production lot, and direct tension indicator production lot shall be tested as an assembly, except tension control bolt assemblies which shall be tested as supplied by the manufacturer. Each rotational capacity test shall include three assemblies. Once an assembly passes the rotational capacity test, it is approved for use for the remainder of the project, unless the Engineer deems further testing is necessary. All tests shall be performed in a bolt tension calibrator by the Contractor in the presence
of the Engineer. High-strength bolt assemblies used in this test shall not be reused. The bolt assemblies shall meet the following requirements after being pretensioned to 15 percent of the minimum bolt tension in Table 3. The assembly shall be considered as nonconforming if the assembly fails to pass any one of the following specified requirements.

1. The measured torque to produce the minimum bolt tension shall not exceed the maximum allowed torque value obtained by the following equation.

\[
\text{Torque} = 0.25 \text{ PD}
\]

Where:

- \( \text{Torque} \) = Calculated Torque (foot-pounds)
- \( P \) = Measured Bolt Tension (pounds)
- \( D \) = Normal Bolt Diameter (feet)

2. After placing the assembly through two cycles of the required number of turns, where turns are measured from the 15 percent pretension condition, as indicated in Table 4 of Section 6-03.3(33),

a. The maximum recorded tension after the two turns shall be equal to or greater than 1.15 times the minimum bolt tension listed in Table 3 of Section 6.03.3(33).

b. Each assembly shall be successfully installed to the specified number of turns.

c. The fastener components in the assembly shall not exhibit shear failure or stripping of the threads as determined by visual examination of bolt and nut threads following removal.

d. The bolts in the assembly shall not exhibit torsional or torsional/tension failure.

3. If any specimen fails, the assembly will be rejected. Elongation of the bolt between the bolt head and the nut is not considered to be a failure.

Bolts that are too short to test in the bolt tension calibrator shall be tested in a steel joint. The Contractor shall (1) install the high-strength bolt assemblies (bolt, nut, direct tension indicator and washer) in a steel joint of the proper thickness, (2) tighten to the snug tight condition, (3) match-mark the outer face of each nut and the protruding part of the bolt with crayon or paint, (4) rotate to the requirements of Table 4, and (5) record the torque that is required to achieve the required amount of rotation. The assembly shall be considered as non-conforming if the assembly fails to pass any one of the following specified requirements.

1. The recorded torque to produce the minimum rotation shall not exceed the maximum allowed torque value obtained by the following equation.

\[
\text{Torque} = 0.25 \text{ PD}
\]

Where:

- \( \text{Torque} \) = Calculated Maximum Allowed Torque (foot-pounds)
2. After placing the assembly through two cycles of the required number of turns, where turns are measured from the snug tight condition specified in Section 6-03.3(32),

   a. Each assembly shall be successfully installed to the specified number of turns.

   b. The fastener components in the assembly shall not exhibit shear failure or stripping of the threads as determined by visual examination of bolt and nut threads following removal.

   c. The bolts in the assembly shall not exhibit torsional or torsional/tension failure.

3. If any specimen fails, the assembly will be rejected. Elongation of the bolt between the bolt head and the nut is not considered to be a failure.

The Contractor shall submit the manufacturer’s detailed procedure for pre-erection (rotational capacity) testing of tension control bolt assemblies to the Engineer for approval and shall have an approved procedure prior to testing.

Three DTIs, per lot, shall be tested in a bolt tension calibrator. The bolts shall be tensioned to 105-percent of the tension shown in Table 3 of Section 6-03.3(33). If all of the DTI protrusions are completely crushed (all 5 openings with zero gap), this lot of DTIs is rejected.

6-03.3(33)B Bolting Inspection

The first paragraph is revised to read:

The Contractor, in the presence of the Engineer, shall inspect the tightened bolt using a calibrated inspection torque wrench, regardless of bolting method. The Contractor shall supply the inspection torque wrench.

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

If the bolts to be installed are not long enough to fit in the bolt tension calibrator, five bolts of the same grade, size, and condition as those under inspection shall be tested using Direct-Tension-Indicators (DTIs) to measure bolt tension.

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

Five representative bolts/nuts/washers and DTIs, if used (provided by the Contractor) of the same grade, size, and condition as those under inspection shall be placed individually in a bolt tension calibrator to measure bolt tension.
The fourth and fifth sentences in the third paragraph are revised to read:

In the bolt tension calibrator, each bolt shall be tightened by any convenient means to the specified tension. The inspection torque wrench shall then be applied to the tightened bolt to determine the torque required to turn the nut or head 5 degrees (approximately 1-inch at a 12-inch radius) in the tightening direction.

The fourth paragraph is revised to read:

Ten percent (at least two), or as specified by the Engineer, of the tightened bolts on the Structure represented by the test bolts shall be selected at random in each connection. The job-inspection torque shall then be applied to each with the inspecting wrench turned in the tightening direction, with no restraint applied to the opposite end of the bolt. If this torque turns no bolt head or nut, the Contracting Agency will accept the connection as being properly tightened. If the torque turns one or more bolt heads or nuts, the job-inspection torque shall then be applied to all bolts in the connection. Except for tension control bolt assemblies and DTIs with zero gap at all protrusion spaces, any bolt whose head or nut turns at this stage shall be tightened and reinspected. Any tension control bolt assemblies or DTIs that have zero gap at all protrusion spaces shall be replaced if the head or nut turns at this stage.

This section is supplemented with the following new paragraph:

The Contractor shall submit the manufacturer’s detailed procedure for routine observation to ensure proper use of the tension control bolt assemblies to the Engineer for approval and shall have an approved procedure prior to any assembling of bolted connections.

6-03.3(39) Swinging the Span

In the first paragraph “roadway slabs” is revised to read “bridge deck”.

SECTION 6-09, MODIFIED CONCRETE OVERLAYS
August 2, 2010

6-09.3(1)E Air Compressor
In the first paragraph “roadway” is deleted and replaced with “bridge”.

6-09.3(6) Further Deck Preparation
In the second paragraph, item number 3. and 4. are revised to read:

3. Existing non-concrete patches as authorized by the Engineer.

4. Additionally, for concrete surfaces scarified by rotomilling only, exposure of reinforcing steel to a depth of one-half of the periphery of a bar for a distance of 12-inches or more along the bar.

6-09.3(6)B Deck Repair Preparation
In the first paragraph, the second sentence is revised to read:
For concrete surfaces scarified by rotopilling, concrete shall be removed to provide a ⅜-inch minimum clearance around the top mat of steel reinforcing bars only where unsound concrete exists around the top mat of steel reinforcing bars, or if the bond between concrete and the top mat of steel is broken.

SECTION 8-10, GUIDE POSTS
August 2, 2010

8-10.3 Construction Requirements
The second paragraph is supplemented with the following:

When guide posts are placed on new cement concrete pavement, any curing compound shall be removed. All liquid membrane-forming compounds shall be removed from the Portland cement concrete pavement to which guide post are to be bonded, Curing compound removal shall not be started until the pavement has attained sufficient flexural strength for traffic to be allowed on it. The Contractor shall submit a proposed removal method to the Project Engineer and shall not begin the removal process until the Project Engineer has approved the removal method. The final guide post lengths will be determined or verified by the Engineer at the request of the Contractor.

SECTION 8-11, GUARDRAIL
August 2, 2010

8-11.3(1)A Erection of Posts
The second paragraph is supplemented with the following sentence:

New installations of guardrail shall have steel posts or as otherwise shown in the Plans.

8-11.3(1)D Terminal and Anchor Installation
The fifth paragraph is supplemented with the following sentence:

For new terminal installations steel posts shall be used unless shown otherwise in the Plans.

SECTION 8-17, IMPACT ATTENUATOR SYSTEMS
April 5, 2010

8-17.4 Measurement
The first paragraph is supplemented with the following new sentence:

Only the maximum number of temporary impact attenuators installed at any one time within the project limits will be measured for payment.

8-17.5 Payment
In the second paragraph following the bid item "Resetting Impact Attenuator", the first sentence is revised to read:
If an impact attenuator is damaged by a third party, repairs shall be made in accordance with Section 1-07.13(4) under the Bid item “Reimbursement For Third Party Damage”.

SECTION 9-06, STRUCTURAL STEEL AND RELATED MATERIALS

April 4, 2011

9-06.5(3) High Strength Bolts

The first paragraph is revised to read:

High-strength bolts for structural steel joints shall conform to either AASHTO M 164 Type 1 or 3 or AASHTO M 253 Type 1 or 3, as specified in the Plans or Special Provisions. Tension control bolt assemblies, meeting all requirements of ASTM F 1852 may be substituted where AASHTO M 164 high strength bolts and associated hardware are specified.

The second paragraph is revised to read:

When specified in the Plans or Special Provisions to be galvanized, tension control bolt assemblies shall be galvanized after fabrication in accordance with ASTM B 695 Class 55 Type I.

The third paragraph is revised to read:

Bolts conforming to AASHTO M 253 shall not be galvanized.

The fourth paragraph is revised to read:

Bolts for unpainted and nongalvanized structures shall conform to either AASHTO M 164 Type 3, AASHTO M 253 Type 3, or ASTM F 1852 Type 3, as specified in the Plans or Special Provisions.

The fifth paragraph is revised to read:

Nuts for high strength bolts shall meet the following requirements:

<table>
<thead>
<tr>
<th>AASHTO M 164 Bolts</th>
<th>AASHTO M 291 Grade C, C3, D, DH and DH3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1 (black)</td>
<td>AASHTO M 292 Grade 2H</td>
</tr>
<tr>
<td>Type 3 (black weathering)</td>
<td>AASHTO M 291 Grade C3 and DH3</td>
</tr>
<tr>
<td>Type 1 (hot-dip galvanized)</td>
<td>AASHTO M 291 Grade DH</td>
</tr>
<tr>
<td></td>
<td>AASHTO M 292 Grade 2H</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AASHTO M 253 Bolts</th>
<th>AASHTO M 291 Grade DH, DH3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1 (black)</td>
<td>AASHTO M 292 Grade 2H</td>
</tr>
<tr>
<td>Type 3 (black weathering)</td>
<td>AASHTO M 291 Grade DH</td>
</tr>
</tbody>
</table>
The first sentence in the eighth paragraph is revised to read:

Washers for AASHTO M 164 and AASHTO M 253 bolts shall meet the requirements of AASHTO M 293 and may be circular, beveled, or extra thick as required.

The last sentence in the eleventh paragraph is revised to read:

Approval from the Engineer to use lock-pin and collar fasteners shall be received by the Contractor prior to use.

The number 2 foot note reference in the table is deleted.

The last row of the table is revised to read:

*Manufacturer’s Certificate of Compliance — samples not required.

1. Nuts, washers, load indicator devices, and tension control bolt assemblies shall be sampled at the same frequency as the bolts.

9-06.16 Roadside Sign Structures

The first paragraph is revised to read:

All bolts, nuts, washers, cap screws, and coupling bolts shall conform to AASHTO M 164 and Section 9-06.5(3), except as noted otherwise. All connecting hardware shall be galvanized after fabrication in accordance with AASHTO M 232.

The sixth paragraph is revised to read:

The heavy-duty anchor (lower sign post support) used for perforated square steel posts (ST-4) shall meet the requirements of ASTM A 500 Grade B and shall be hot-dipped galvanized.

The following two new paragraphs are inserted after the sixth paragraph:

The bolts for connecting square steel posts to the upper slip plate SB-1, SB-2, or SB-3 shall be either corner bolts and conform to ASTM F 568 Class 4.6, zinc coated, or shoulder flange bolts and conform to ASTM A 29, zinc coated, or commercial bolts stock and conform to ASTM A 307, zinc coated.

The bolts connecting perforated square steel posts to the lower sign post support (ST-2 or ST-4) shall conform to ASTM A 307, Grade A and galvanized. The bolts connecting the lower slip plate (SB-1, SB-2, or SB-3) to the heavy duty anchor (lower sign post support ST-4) shall conform to ASTM A 307 and galvanized. The bolt stop for ST-2 and ST-4 shall conform to ASTM A 307, Grade A and galvanized.
SECTION 9-17, FLEXIBLE GUIDE POSTS
January 3, 2011

9-17.4 Pre-approval
Item number 3 in the first paragraph is revised to read:

3. In lieu of State Materials Laboratory testing, the Lab will accept the results of pre-approved testing performed by the National Transportation Product Evaluation Program (NTPEP), the manufacturer or other agencies under the following conditions:

   a. The State Materials Laboratory is informed of the pre-approval testing sufficiently in advance in order to attend and observe. Attendance will be at the discretion of the Materials Laboratory.

   b. The results of the testing shall be reported in sufficient detail to enable the State Materials Laboratory to evaluate compliance with these Specifications.

SECTION 9-22, MONUMENT CASES
January 4, 2010

9-22.1 Monument Cases, Covers, and Risers
In the first sentence, "Class 30B" is revised to read "Class 35B".

SECTION 9-23, CONCRETE CURING MATERIALS AND ADMIXTURES
January 3, 2011

9-23.1 Sheet Materials for Curing Concrete
In the first paragraph, “AASHTO M 171” is revised to read “ASTM C 171”.

9-23.2 Liquid Membrane Forming Concrete Curing Compounds
The first paragraph is revised to read:

Liquid membrane-forming compounds for curing concrete shall conform to the requirements of ASTM C 309 Type 1 or 2, Class A or B, except that the water retention when tested in accordance with WSDOT Test Method 814 shall be 2.50 grams for all applications.

Section 9-23 is supplemented with the following new sub-sections:

9-23.12 Metakaolin
Metakaolin shall conform to the requirements of AASHTO M 295 Class N including optional chemical requirements as set forth in Table 2 and with a further limitation that the loss on ignition shall be a maximum of 1.5 percent.

9-23.13 Blended Supplementary Cementitious Material
Blended Supplementary Cementitious Material (SCM) shall meet the requirements of ASTM C1697. Blended SCMs shall be limited to binary or ternary blends of fly ash,
ground granulated blast furnace slag, microsilica fume, and metakaolin. Fly ash shall meet the requirements of Section 9-23.9. Ground granulated blast furnace slag shall meet the requirements of Section 9-23.10. Microsilica fume shall meet the requirements of Section 9-23.11. Metakaolin shall meet the requirements of Section 9-23.12. The individual SCMs composing the blended SCM shall be individually listed on the WSDOT QPL.

SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS

January 4, 2010

9-35.0 General Requirements
In the first paragraph, the item "Truck Mounted Attenuator" is revised to read "Transportable Attenuator".

In the second paragraph, the third sentence is revised to read:

Unless otherwise noted, Requests for Approval of Material (RAM) and Qualified Products List (QPL) submittals are not required.

9-35.12 Truck-Mounted Attenuator
This section including title is revised to read:

9-35.12 Transportable Attenuator
Transportable attenuators are Truck-Mounted Attenuators (TMA) or Trailer-Mounted Attenuators (TMA-trailer). The transportable attenuator shall be mounted on, or attached to a host vehicle with a minimum weight of 15,000 pounds and a maximum weight in accordance with the manufacturer’s recommendations. Ballast used to obtain the minimum weight requirement, or any other object that is placed on the vehicle shall be securely anchored such that it will be retained on the vehicle during an impact. The Contractor shall provide certification that the transportable attenuator complies with NCHRP 350 Test level 3 requirements. Lighter host vehicles proposed by the Contractor are subject to the approval of the Engineer. The Contractor shall provide the Engineer with roll-ahead distance calculations and crash test reports illustrating that the proposed host vehicle is appropriate for the attenuator and the site conditions.

The transportable attenuator shall have a chevron pattern on the rear of the unit. The standard chevron pattern shall consist of 4-inch yellow stripes, alternating non-reflective black and retro-reflective yellow sheeting, slanted at 45 degrees in an inverted “V” with the “V” at the center of the unit.

This section is supplemented with the following new sub-sections:

9-35.12(1) Truck-Mounted Attenuator
The TMA may be selected from the approved units listed on the QPL or submitted using a RAM.
The TMA shall have an adjustable height so that it can be placed at the correct elevation during usage and to a safe height for transporting. If needed, the Contractor shall install additional lights to provide fully visible brake lights at all times.

9-35.12(2) Trailer-Mounted Attenuator
The TMA-trailer may be selected from the approved units listed on the QPL or submitted using a RAM.

If needed, the Contractor shall install additional lights to provide fully visible brake lights at all times.

9-35.12(3) Submittal Requirements
For transportable attenuators listed on the QPL, the Contractor shall submit the QPL printed page or a QPL Acceptance Code entered on the RAM (WSDOT Form 350-071EF) for the product proposed for use to the Engineer for approval. The Contractor shall submit a RAM for transportable attenuators not listed on the QPL.
SPECIAL PROVISIONS
SPECIAL PROVISIONS

C 3431 EUCLID ROAD BRIDGE #569 SAFETY IMPROVEMENT PROJECT
FEDERAL AID PROJECT # STPH-L390(003)

YAKIMA COUNTY, WASHINGTON

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2010 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
(Regions¹ date) Region Special Provision
(BSP date) 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:

Regions¹

ER Eastern Region
NCR North Central Region
NWR Northwest Region
OR Olympic Region
SCR South Central Region
SWR Southwest Region
WSF Washington State Ferries Division

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)

DESCRIPTION OF WORK
This contract provides for the improvement of the Euclid Road Bridge #569 by installing a Thrie Beam Retrofit rail on the bridge and the proper transitions to the existing W Beam guardrail adjacent to the bridge ends. The project requires installation of grout pads and resin bonded anchor bolts to attach steel posts on the bridge, installation of Thrie Beam bridge rail with backup plates at non-splice locations, installation of Thrie to W Beam transitions from the bridge to the existing W-Beam, and cutting and cold galvanizing the existing W-Beam as necessary for fitting the new rail system between the existing rail systems. The plans provide a definite layout to achieve the best fit of the Thrie Beam Retrofit and transitions between the existing W-Beam runs. The contract items are listed as individual items with an “each” unit of measure and a definite quantity for the main parts and a lump sum item for “installation” that includes installation and material for the grout pads, the resin bonded anchor bolts, all attachment hardware, and the physical installation of the individual items. Many of the individual items are listed with a Standard Plan referenced to provide details. Thrie Beam installation and other work shall be in accordance with the attached Contract plans, these Contract Provisions and the Standard Specifications. Since the individual items are well defined by the plans or the referenced Standard Plans, no Project Specific Special Provisions for their Measurement/Payment are necessary nor provided. No road closure is allowed and the Contractor shall maintain at least a single lane of travel at all times.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(September 12, 2008 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
(March 25, 2009 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 on all County Equipment will be provided
for reference to the Contractor at no cost:

<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 (17” x 11”) and Contract Provisions</td>
<td>1</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (22” x 34”) and Contract Provisions</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

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.

1.02.6 Preparation Of Proposal

Section 1-02.6 is supplemented with the following:

Subcontractor list is not required with bid

(August 2, 2004)

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

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 Contract Provisions.

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.

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

******

Date of Opening Bids
Sealed bids will be received at the following location prior to the time specified:
Office of the County Engineer, Fourth Floor County Courthouse, 128 N. 2nd Street,  
Yakima Washington, 98901, until 2:00 P.M. of the bid opening date.

The bid opening date for this project is October 19, 2011. Bids received will be publicly opened and read after 2:00 P.M. on this date.  
The County shall not consider proposals it receives after the time specified above. No oral, telephone, facsimile or telegraphic bids or modifications shall be considered or accepted.

1-02.13 Irregular Proposals  
(March 25, 2009 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;
i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.14 Disqualification of Bidders
(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:
1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. 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; or
4. 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; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal deadline, documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with all applicable responsibility criteria, including all documentation specifically listed in the supplemental criteria. The Contracting Agency reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess bidder responsibility.

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or
other public agencies or private enterprises; and (iii) any additional information obtained by the
Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility
criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify
the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this
determination, it may appeal the determination within 24 hours of receipt of the Contracting
Agency’s determination by presenting its appeal to the Contracting Agency. The Contracting
Agency will consider the appeal before issuing its final determination. If the final
determination affirms that the Bidder is not responsible, the Contracting Agency will not
execute a contract with any other Bidder until at least two business days after the Bidder
determined to be not responsible has received the final determination.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

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

Revise this section to read:

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

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

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency
nor shall any work begin within the project limits or within Contracting Agency-furnished sites.
The Contractor shall bear all risks for any work begun outside such areas and for any materials
ordered before the contract is executed by the Contracting Agency.
If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

Section 1-03.4 is supplemented with the following:

(June 27, 2011)
Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than $35,000, a release has been obtained from the Washington State Department of Revenue.

2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).

3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.

5. All claims, as provided by law, filed against the Contract Bond have been resolved.

(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, materialperson, 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

The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of the details of Work that are necessary to carry out the intent of the Contract shall not relieve the Contractor from performing the omitted 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/APWA Standard Specifications for Road, Bridge and Municipal Construction,
7. Contracting Agency’s Standard Plans (if any), and
8. WSDOT/APWA Standard Plans for Road, Bridge, and Municipal Construction.

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.
Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
remedying defective or unauthorized work, or work the Contractor failed or refused to perform,
shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to
become due, the Contractor. Such direct and indirect costs shall include in particular, but without
limitation, compensation for additional professional services required, and costs for repair and
replacement of work of others destroyed or damaged by correction, removal, or replacement of
the Contractor’s unauthorized work.

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

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

1-05.13  Superintendents, Labor and Equipment of Contractor
(March 25, 2009 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.

1-05.15  Method of Serving Notices
(October 10, 2008 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All
correspondence to the Project Engineer's office must be in paper format, hand delivered or sent
via mail delivery service. Electronic copies will be treated as informational only, and do not
constitute official notice.

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.

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

1-06 Buy America
Section 1-06 is supplemented with the following:

(August 2, 2010)
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 false work.

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 (August 6, 2007).

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

The third paragraph of Section 1-07.2 is revised to read:

(June 27, 2011)
The Contracting Agency will release the Contract Bond only if the Contractor has obtained from
the State Department of Revenue a certificate showing that all Contract-related taxes have been
paid.

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 60.28.050). 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).

1-07.6 Permits and Licenses

(March 13, 1995)
No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

1-07.7 Load Limits

(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:

(May 11, 2010)
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. WA100001.

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

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(January 3, 2011)
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
  - WA King; WA Snohomish.
  - Tacoma, WA
  - 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 3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

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

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

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

District Director
U.S. Department of Labor
Office of Federal Contract Compliance Programs
Seattle District Office
1111 Third Avenue, Suite 745
Seattle, WA 98101-3212

Additional information may be found at the U.S. Department of Labor website: http://www.dol.gov/ofccp/TAguides/ctaguide.htm

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

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

1. As used in these specifications:
a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

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

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

d. Minority includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

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

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

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

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

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

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

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

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

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

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

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

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

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

(July 11, 2011)

Disadvantaged Business Enterprise Condition of Award Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 applies to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation quarterly as described elsewhere in these Contract Provisions. No preference will be included in
the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a
condition of award and Bids/Proposals will not be rejected or considered non-responsive on that
basis.

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

Affirmative Efforts to Solicit DBE Participation
DBE firms shall have an equal opportunity to compete for subcontracts in which the
Contractor enters into pursuant to this Contract.

Contractors are encouraged to:

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

2. A Directory of Certified DBE Firms denoting the Work the DBE Contractors are
certified to perform is available at: www.omwbe.wa.gov/certification/index.shtml.
The directory provides a plain language description of the Work that the listed
DBEs have been certified by the Office of Minority and Women’s Business
Enterprises (OMWBE) to perform.

3. Establish delivery schedules that encourage participation by DBEs and other small
businesses.

4. Participate with a DBE as a joint venture.

DBE Eligibility/Selection of DBEs for Reporting Purposes Only
Contractors may take credit for DBEs utilized on this Contract only if the firm is
certified for the Work being performed.

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

Crediting DBE Participation for Reporting Purposes
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 shall be credited.

DBE Prime Contractor
A DBE prime Contractor may only take credit for that portion of the total dollar
value of the Contract equal to the distinct, clearly defined portion of the Work that
the DBE prime Contractor performs with its own forces.
DBE Subcontractor
When a DBE firm participates as a Subcontractor 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 shall be credited.

- Include the cost of supplies and materials obtained by the DBE for the Work in the Contract including supplies purchased or equipment leased by the DBE.
  - However, you may not take credit for supplies, materials, and equipment the DBE Subcontractor purchases or leases from the prime Contractor or its affiliate. In addition, Work performed by a DBE, utilizing resources of the prime Contractor or its affiliates shall not be credited.

- 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 have prior written approval from the Contracting Agency. The arrangement must not impact a DBE firm’s ability to perform a commercially useful function.

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

- When a DBE subcontracts to another firm, the value of the subcontracted Work may be counted as participation only if the DBE’s lower tier Subcontractor is also a DBE.

- When 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 credited as DBE participation, so long as it is a distinct clearly defined portion of the Work that the DBE is performing with its own forces.

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 credit is being claimed.

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 value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs. For purposes of this requirement #3 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 provided it is with the consent of the DBE and the lease provides the DBE first priority for
use of the leased truck. Leased trucks must display the name and identification number of the DBE.

4. The DBE may lease trucks from another DBE firm including an owner-operator provided they are certified as a DBE for trucking. The DBE who leases trucks from another DBE may claim participation for the total value of the transportation services the lessee DBE provides on the Contract.

5. The DBE may also lease trucks from a non-DBE firm and may enter into an agreement with an owner-operator who is a non-DBE. Provided the DBE shall only receive credit for the number of additional non-DBE trucks equal or less than the number of DBE trucks the firms owns or has leased/subcontracted through another DBE trucking company.

6. In any lease or owner-operator situation, as described in requirement #4 and #5 above, the following rules shall apply:

a. A written lease/rental agreement is required for all trucks leased or rented; documenting the ownership and the terms of the agreement. The agreements must be submitted and approved by the Contracting Agency prior to the beginning of the Work. The agreement must show the lessee's name, truck description and agreed upon amount and method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. (This requirement does not apply to owner-operator arrangements.)

b. Only the vehicle, (not the operator) may be leased or rented. (This requirement does not apply to owner-operator arrangements.)

7. Credit may only be claimed for DBE trucking firms operating under a subcontract or a written agreement approved by the Contracting Agency prior to performing 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
You may claim DBE credit for 100 percent of value of the materials or supplies obtained from a DBE manufacturer.

A manufacturer is defined as a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract.

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. To schedule a review, the manufacturing firm must submit a written request to WSDOT/OEO. Once the Office of Equal Opportunity has received the request in writing, it is not necessary to resubmit the firm for approval
unless the manufacturing process has substantially changed. Information on approved manufacturers may be obtained from WSDOT OEO.

Regular Dealer
You may claim credit for 60 percent of the value of the materials or supplies purchased from a DBE regular dealer. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2.

To be considered a regular dealer you must meet the following criteria:

1. The firm must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment 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.

2. 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

3. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

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. Included in the request shall be a full description of the project, the type of business operated by the DBE and the manner the DBE will operate as a regular dealer on this specific Contract. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2. Once the request is reviewed 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 will be listed on the WSDOT Internet Homepage at: www.wsdot.wa.gov/biz/contaa/. Bidders may also request confirmation of the DBE supplier’s approval to operate as a regular dealer on a specific Contract by contacting the Office of Equal Opportunity, Washington State Department of Transportation at P.O. Box 47314, Olympia, WA 98504-7314 or by phone at (360) 705-7085.

Materials or Supplies Purchased from a DBE
With regard to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer you may claim credit for the following:

1. Fees or commissions charged for assistance in the procurement of the materials and supplies
2. Fees or transportation charges for the delivery of materials or supplies. In either case, you may not take credit for any part of the cost of the materials and supplies.

3. Use of two party checks must be approved by the Contracting agency in advance of their use.

Commercially Useful Function (CUF)
In any case, you may only take credit when the associated DBE is performing a commercially useful function.

- A DBE performs a commercially useful function when it is responsible for execution of the Work and is carrying out its responsibilities by performing, managing and supervising the Work involved. The DBE must also be responsible with respect to materials and supplies used on the Contract for example; negotiating price, determining quality, determining quantities, ordering, installing (if applicable) and paying for the material.

- 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.

Procedures Between Award and Execution
After award of the Contract, the successful Bidder shall provide additional information as described below. Failure to comply may result in the forfeiture of the Bidder's Proposal bond or deposit.

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
Quarterly Report of Amounts Credited as DBE Participation
Form #422-102
The Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation (form #422-102) on a quarterly basis for any calendar quarter in which DBE Work is accomplished or upon completion of the project, as appropriate. This is a record of payments to the DBE that the Contractor is taking credit for as DBE participation. The dollars reported as specified in the Contract Provision Counting DBE Participation for Reporting Purposes 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.

**Payment**
Compensation for all costs associated with complying with the conditions of this specification shall be included in payment for the associated Contract items of Work.

**Prompt Payment**
Prompt payment to all subcontractors shall be in accordance with section 1-08.1(1) of these contract specifications

**Damages for Noncompliance**
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.

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

(March 13, 1995)
**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.

1-07.13 Contractor's Responsibility For Work

1-07.13(4) Repair of Damage
(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.

1-07.17 Utilities and Similar Facilities

(April 2, 2007)

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.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor’s convenience:

Roza Irrigation District P.O. Box 810, Sunnyside, WA 98944 837-5141
Sunnyside Valley Irrigation Dist. P.O. Box 239, Sunnyside, WA 98944 837-6980
CenturyLink 409 S. 5th Street, Sunnyside, WA 98944 839-6651
Benton REA P.O. Box 1150, Prosser, WA 99350 786-4940
Cascade Natural Gas 701 S. 1st Ave., Yakima, WA 98902 457-5905
Pacific Power & Light Co. 500 N. Keys Rd., Yakima, WA 98901 575-3158
Charter Communications 1005 N. 16th Ave., Yakima, WA 98902 728-2662

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 amending 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
Stop Gap / Employers’ Liability

$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>
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<tbody>
<tr>
<td>35 mph or less</td>
<td>10 *</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>

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

1-07.23(2) Construction and Maintenance of Detours

(******)

The first sentence of Section 1-07.23(2) shall be replaced with the following:

Unless otherwise approved, the Contractor shall maintain two-way traffic during construction. Although brief road closures may be necessary to perform portions of this work, it is the intent of Yakima County to maintain two-way traffic at all times.

Any request by the Contractor for a change in the traffic control plans shall be submitted to the Engineer a minimum of two weeks prior to the desired change date and shall be subject to approval by the Engineer and the Board of County Commissioners. Yakima County will prepare the necessary resolutions and legal notices regarding the road closures at no cost to the Contractor.

(******)

Section 1-07.23(2) is supplemented with the following:

When using a flagging operation, the Contractor shall limit delays to motorists passing through the construction site to a maximum of 10 minutes.

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 can 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) Pre-construction Conference
Section 1-08.1 is supplemented with the following:
(October 10, 2008 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 conference the following:
1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

1-08.1 Subcontracting

Section 1-08.1(1) is revised to read:

(October 12, 1998)
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.

1-08.1(1) Subcontract Completion and Return of Retainage Withheld

Section 1-08.1(1) is revised to read:

(June 27, 2011)
The following procedures shall apply to all subcontracts entered into as a part of this Contract:

Requirements
1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor’s interest therein.
2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor’s Work is satisfactorily completed.

3. For purposes of this Section, a Subcontractor’s work is satisfactorily completed when all task and requirements of the Subcontract have been accomplished and including any required documentation and material testing.

4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:
   a. Withholding of payments until the Prime Contractor or Subcontractor complies
   b. Failure to comply shall be reflected in the Prime Contractor’s Performance Evaluation
   c. Cancellation, Termination, or Suspension of the Contract, in whole or in part
   d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

Conditions
This clause does not create a contractual relationship between the Contracting Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow upon any Subcontractor, the status of a third-party beneficiary to the Contract between the Contracting Agency and the Contractor.

Payment
The Contractor will be solely responsible for any additional costs involved in paying retainage to the Subcontractors. Those costs shall be incidental to the respective Bid Items.

1-08.4 Notice to Proceed and Prosecution of the Work
(October 1, 2005 APWA GSP)

Revise this section to read:

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.

1-08.5 Time For Completion

(March 13, 1995)
Section 1-08.5 is supplemented with the following:
The project shall be physically completed in **15 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


   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 10, 2008 APWA GSP)*

Supplement this section with the following:
The Contracting Agency 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, the Contracting Agency 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.

1-09-9 Payments

1-09.9(1) Retainage
Section 1-09.9(1) content and title is deleted and replaced with the following:
(June 27, 2011)
Vacant

1-09.13(3) Claims $250,000 or Less
(October 1, 2005 APWA GSP: may be used on FHWA-funded projects)

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 Contractor and the Contracting Agency 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

1-10.2 Traffic Control Management

1-10.2(1) General

(December 1, 2008)
Section 1-10.2(1) is supplemented with the following:

Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
Evergreen Safety Council
401 Pontius Ave. N.
Seattle, WA 98109
1-800-521-0778 or
(206) 382-4090

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701

1-10.2(2) Traffic Control Plans

The traffic control plan or plans appearing in the Contract documents show a method of
handling vehicle, bicycle, and pedestrian traffic. All construction signs, flaggers, spotters and
other traffic control devices are shown on the traffic control plan(s) except for emergency
situations. Where mainline Contract traffic control plans are developed with the intent of
operating without the use of flaggers or spotters, the plans shall contain a note that states,
"NO FLAGGERS OR SPOTTERS". The use of flaggers or spotters to supplement these
traffic control plans will not be allowed except in a case where no other means of traffic
can be used or in the event of an emergency. If the Contractor proposes the use of
flaggers or spotters with one of these plans, this will constitute a modification requiring
approval by the Engineer. The modified plans shall show locations for all the required
advance warning signs and a safe, protected location for the flagging station. If flagging is to
be performed during hours of darkness, the plan shall include appropriate illumination for the
flagging station. When the Contractor's chosen method of performing the Work in the
Contract requires some form of temporary traffic control, the Contractor shall either: (1.)
designate and adopt, in writing, the traffic control plan or plans from the Contract documents
that support that method; or (2.) submit a Contractor's plan that modifies, supplements or
replaces a plan from the Contract documents. Any Contractor-proposed modification,
supplement or replacement shall show the necessary construction signs, flaggers, spotters and
other traffic control devices required to support the Work. Any Contractor-proposed traffic
control plan shall conform to the established standards for plan development as shown in the
MUTCD, Part 6. The Contractor's submittal, either designating and adopting a traffic control
plan from the Contract documents or proposing a Contractor-developed plan, shall be
provided to the Engineer for approval at least 10-calendar days in advance of the time the
signs and other traffic control devices are scheduled to be installed and utilized. The
Contractor shall be solely responsible for submitting any proposed traffic control plan or
modification, obtaining the Engineer's approval and providing copies of the approved Traffic
Control Plans to the Traffic Control Supervisor.

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)
Section 1-10.4(1) is supplemented with the following:
(August 2, 2004)
The proposal contains the item “Project Temporary Traffic Control,” lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 6
CONCRETE STRUCTURES

6-02.2 Materials

Section 6-02.2 is supplemented with the following:

This work consists of retrofit installation of three beam guardrail and components on Bridge #569 located on South Euclid Road in accordance with these plans, contract and standard specifications.

6-02.2 (Option 1) Anchors
(January 3, 2011)
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.

Resin bonding material used in overhead and horizontal application shall be specifically recommended by the resin manufacturer for those applications.

Resin bonding material used in submerged liquid environment shall be specifically recommended by the resin manufacturer for this application.

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, and shall meet the same requirements as the supplied anchor rod, 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 embrittlement after galvanizing, in accordance with Section 9-29.6(5).

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:
   
a. Vinyl ester resin.
   
b. Polyester resin.
   
c. Methacrylate resin.
   
d. A two component epoxy resin conforming to Type IV ASTM C 881.

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:

<table>
<thead>
<tr>
<th>Anchor Diameter (inch)</th>
<th>Tensile Capacity (lbs.)</th>
<th>Embedment (inch)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8</td>
<td>7,800</td>
<td>3-3/8</td>
</tr>
<tr>
<td>1/2</td>
<td>12,400</td>
<td>4-1/2</td>
</tr>
<tr>
<td>5/8</td>
<td>19,000</td>
<td>5-5/8</td>
</tr>
<tr>
<td>3/4</td>
<td>27,200</td>
<td>6-3/4</td>
</tr>
<tr>
<td>7/8</td>
<td>32,000</td>
<td>7-7/8</td>
</tr>
<tr>
<td>1</td>
<td>41,000</td>
<td>9</td>
</tr>
<tr>
<td>1-1/4</td>
<td>70,000</td>
<td>11-1/4</td>
</tr>
</tbody>
</table>

   The Contractor shall submit items 1 and 2 below to the Engineer for all resin bonded anchor
   systems. If the resin bonded anchor system and anchor diameter are not listed in the current
   WSDOT Qualified Products List, the Contractor shall also submit item 3 below to the Engineer.

   For resin bonded anchor systems that are installed in a submerged liquid environment the
   Contractor shall submit items 1, 2, and 4 below. If the resin bonded anchor system and anchor
   diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also
   submit item 3 below to the Engineer.

   1. The resin manufacturer's written installation procedure for the anchors.

   2. The manufacturer's certificate of compliance for the threaded anchor rod certifying that
      the anchor rod meets these requirements.

   3. Test results by an independent laboratory certifying that the threaded anchor rod system
      meets the ultimate anchor tensile load capacity specified in the above table. The tests
      shall be performed in accordance with ASTM E 488.

   4. For threaded anchors intended to be installed in submerged liquid environments the
      Contractor shall submit tests performed by an independent laboratory within the past 24
      months which certifies that anchors installed in a submerged environment meet the
      strength requirements specified in the above table.
The embedment depth of the anchors shall be as specified in the Plans. If the embedment depth of the anchor is not specified in the Plans then the embedment depth shall be as specified in the table of minimum and maximum torque below.

The anchors shall be installed in accordance with the resin manufacturer's written procedure.

Holes shall be drilled as specified in the Plans. Holes may be drilled with a rotary hammer drill when core drilling is not specified in the Plans. If holes are core drilled, the sides of the holes shall be roughened with a rotary hammer drill after core drilling.

Holes shall be prepared in accordance with the resin manufacturer's recommendations and shall meet the minimum requirements as specified herein. Holes drilled into concrete shall be thoroughly cleaned of debris, dust, and laitance prior to installing the threaded rod and resin bonding material. Holes shall not have any standing liquid at the time of installation of the threaded anchor rod.

The anchor nuts shall be tightened to the following torques when the embedment equals or exceeds the minimum embedment specified.

<table>
<thead>
<tr>
<th>Anchor Diameter (inch)</th>
<th>Minimum Torque (ft-lbs)</th>
<th>Maximum Torque (ft-lbs)</th>
<th>Minimum Embedment (Inch)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8</td>
<td>12</td>
<td>18</td>
<td>3-3/8</td>
</tr>
<tr>
<td>1/2</td>
<td>22</td>
<td>35</td>
<td>4-1/2</td>
</tr>
<tr>
<td>5/8</td>
<td>55</td>
<td>80</td>
<td>5-5/8</td>
</tr>
<tr>
<td>3/4</td>
<td>106</td>
<td>140</td>
<td>6-3/4</td>
</tr>
<tr>
<td>7/8</td>
<td>165</td>
<td>190</td>
<td>7-7/8</td>
</tr>
<tr>
<td>1</td>
<td>195</td>
<td>225</td>
<td>9</td>
</tr>
<tr>
<td>1-1/4</td>
<td>370</td>
<td>525</td>
<td>11-1/4</td>
</tr>
</tbody>
</table>

When the anchor embedment depth is less than the minimum values specified, the anchor nuts shall be tightened to the torque values specified in the Plans, or as recommended by the resin bonded anchor system manufacturer and approved by the Engineer.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-11 GUARDRAIL

8-11.1 Description

Section 8-11.1 is supplemented with the following:

This work consists of retrofit installation of thirte beam guardrail and components on Bridge #569 located on South Euclid Road in accordance with these plans, contract and standard specifications.
8-11.2 Materials

Section 8-11.2 is supplemented with the following:

(*****)
The threibeam guardrail components shall be manufactured as specified in these contract and plans. Materials also shall meet the requirements of the following sections:

- Beam Guardrail 9-16.3
- Rail Element 9-16.3(1)
- Posts & Blocks 9-16.3(2)
- Galvanizing 9-16.3(3)
- Hardware 9-16.3(4)
- Anchors 9-16.3(5)
- Weathering Steel Beam Guardrail 9-16.8

8-11.4 Measurement

Section 8-11.4 is supplemented with the following:

(*****)
The individual items are well defined by the plans or the referenced Standard Plans, no Project Specific Special Provisions for their Measurement are necessary and not provided.

8-11.5 Payment

Section 8-11.5 is supplemented with the following:

(*****)
The individual items are well defined by the plans or the referenced Standard Plans, no Project Specific Special Provisions for their Payment are necessary and not provided.

DIVISION 9
MATERIALS

STANDARD PLANS
(August 1, 2011)

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective August 1, 2011 is made a part of this contract.

The Standard Plans are revised as follows:

- B-10.20 and B10.40
  Substitute “step” in lieu of “handhold” on plan

- C-14a
  SECTION B, callout – 1½” PVC CONDUIT (TYP.) is revised to read: 1¼” PVC CONDUIT (TYP.) callout (mark) 8 #9 ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 ~ 36” (TYP.)
EPOXY BAR EXPANSION JOINT DETAIL, callout (mark) W #9 (epoxy coated symbol) ~ 36” (TYP.) is revised to read: callout (mark) 8 #8 (epoxy coated symbol) ~ 36” (TYP.)

C-23.60
Note 4. For anchor post assembly details, see Standard Plan C-1b. Use detail on this plan for wood breakaway post. (No block on this post)

Is revised as follows:

Note 4. For anchor post assembly details, refer to standard plan C-1b for Sim. Installation, with the exception of using the wood breakaway post detail, this plan. (No block on this post). Typical for both steel or wood guardrail runs.

G-24.40
Existing callout - CORNER BOLT (TYP.)
New callout - CORNER BOLT OR SHOULD BOLT (TYP.)

J-1f
Note 2, reference to J-7d is revised to J-15.15
References to J-9a (3 instances) are revised to J-60.05

J-3b
Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, “SEE STANDARD PLAN J-6C...” is revised to read: “SEE STANDARD PLAN J-10.10...”
Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

J-7c
Note 3, reference to J-7d is revised to J-15.15

J-16b
Key Note 1, reference to J-16a is revised to J-40.36

J-16c
Key Note 1, reference to J-16a is revised to J-40.36

J-20.10
Sheet 2, 2-Way Mounting Angle Detail,
Dimension 1.625” is revised to 1.8125”
Dimension 2.375” is revised to 2.1875”

J-75.40
Monotube Sign Structure, elevation, callout — EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG
Detail C, callout— EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG
J-75.45

elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC.
MINIMUM SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

Detail D, callout- EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR,
SIZE PER NEC minimum size # 4 AWG

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

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-10.20-00......10/05/07
A-10.30-00......10/05/07
A-20.10-00......8/31/07
A-30.10-00......11/08/07
A-30.15-00......11/08/07
A-30.30-01......6/16/11

A-30.50-01......11/17/08
A-50.10-00......8/31/07

A-50.20-01......9/22/09
A-50.30-00......11/17/08
A-50.40-00......11/17/08
A-60.10-01......10/14/09
A-60.20-02......6/2/11
A-60.30-00......11/08/07
A-60.40-00......8/31/07

B-5.20-01......6/16/11
B-5.40-01......6/16/11
B-5.60-01......6/16/11
B-10.20-00......6/01/06
B-10.40-00......6/01/06
B-15.20-00......6/01/06
B-15.40-00......6/01/06
B-15.60-00......6/01/06
B-20.20-01......11/21/06
B-20.40-02......6/10/08
B-20.60-02......6/10/08

B-30.50-00......6/01/06
B-30.70-02......6/16/11
B-30.80-00......6/08/06
B-30.90-01......9/20/07
B-35.20-00......6/08/06
B-35.40-00......6/08/06
B-40.20-00......6/01/06
B-40.40-01......6/16/10
B-45.20-00......6/01/06
B-45.40-00......6/01/06
B-55.20-00......6/01/06
B-55.40-00......6/08/06
B-90.10-00......6/08/06
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<th>Code</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>B-25.20-00</td>
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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

ACQ-2009-0503-RFP NOTE:
As used in this Addendum I, the terms listed below shall have the meaning of
the corresponding term as such term is defined in Appendix I of the RFP:
• "bid" shall mean "Proposal"
• "Company" shall mean "Vendor"
• "contract" shall mean "Contract"
• "contractor" shall mean "Vendor"
• "the department or agency" shall mean "WSDOT"
• "Federal laws" shall mean "Laws and Regulations"
• "firm" shall mean "Vendor"
• "future lower tier participant" shall mean "Subcontractor"
• "future primary participant" shall mean "Vendor"
• "project" shall mean "Project"
• "project" shall mean "Proposal"
• "SHA" shall mean "WSDOT"
• "SHS contracting officer" shall mean "WSDOT Project Manager"
• "subcontractor" shall mean "Subcontractor"
• "work" shall mean "Work"

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 C.F.R. §§ 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 C.F.R. § 35, 29 C.F.R. § 1630 and 41 C.F.R. § 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 C.F.R. § 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) set forth under 28 C.F.R. § 35 and 29 C.F.R. § 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 their activities under the contract.
   b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officers: 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:

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 organization and with the assistance of workers under the contractor's immediate supervision 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 C.F.R. § 5.12:

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.
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. Unless: 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 group 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 directed 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 special provisions, 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 C.F.R. § 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 three 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 non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. 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, sex or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demand 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 collector, 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 C.F.R. § 1) 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 therefor) 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 conforming to the requirements of paragraphs 2 to 5 of this Section IV and the DOL poster (WH-132)) 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 2h, 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 2a and 2b of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 C.F.R. §§ 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.

e. 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 rate 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 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 journeymen-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 journeymen-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 journeymen-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, fringe benefits 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 C.F.R. § 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 journeymen-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 journeymen-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 journeymen-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 or 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 C.F.R. § 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/her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof); the type of work performed, the names and addresses of the employers, and any information concerning theReally contracted employers, for each such employee.

c. The contractor 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.

d. Each 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.

e. 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 C.F.R. § 3;

3. Payment of Wages:

The contractor shall pay all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work at the rates set forth in Section III, or the rates required by the Collective Bargaining Agreement or other agreements entered into in connection with the contract, whichever is higher. This payment shall be in the manner of direct payment set forth in Section III, or such other manner as may be agreed upon by theSHA and the laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

4. Liquidated Damages:

In the event of any violation of Sections II, III, or IV, as applicable, the contractor or subcontractor shall be liable to the United States 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 Section III, 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. The liquidated damages shall not be less than the amount of the actual damages sustained. The liquidated damages shall be computed for each such employee for the pay period in which such violation occurred and for each of the preceding pay periods in which such violation occurred.

5. Notice of Violation:

Notice of violation of paragraphs 2 and 3 of Section IV shall be in the form and content described in Section III, paragraph 18, and shall be corrected in accordance with the provisions of Section III, paragraph 19.
(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 C.F.R. § 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 a 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 C.F.R. § 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 C.F.R. § 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. Wilful 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 C.F.R. § 635) in one 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 11735, and regulations in implementation thereof (40 C.F.R. § 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 C.F.R. § 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 non-exempt 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 C.F.R. § 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 term "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 "List 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.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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 judgment entered 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 one 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 $52,000 or more - 49 C.F.R. § 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 his 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 c of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier 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 C.F.R. § 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 APPLICATION 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 contract shall give full consideration to all qualified job applicants referred to him 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.
AMENDMENT
REQUIRED CONTRACT PROVISIONS.
FEDERAL-AID CONSTRUCTION CONTRACTS
(Exclusive of Appalachian Contracts)

Section I, General, is supplemented with the following:

7. Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

"(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

The Contractor shall include the following provision in all contracts, subcontracts, and other contracts for services for an ARRA funded project:

"Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General."

"Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general."

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.

Amendment to Form FHWA 1273
Revised March 26, 2009
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, the applicability statement is supplemented with the following:

(Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

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, the applicability statement is supplemented with the following:

(Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

Under Section V, Paragraph 2a is revised by deleting "helpers".

Amendment to Form FHWA 1273
Revised March 26, 2009
Under Section V, Paragraph 2b, the first sentence is revised to read:

"The payroll records shall contain the name and an individually identifying number (e.g., the last four digits of the employees social security number) for 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 the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Payrolls shall not include the full social security number and home address of covered workers. Contractors and subcontractors shall maintain the full social security number and home address of each covered worker and shall provide them to the SHA upon request."

Under Section V, Paragraph 2d(2) is revised by deleting "helper".

Section VI, Records Of Material, Supplies, And Labor, is deleted.
Prevailing Wage Rates
State of Washington  
Department of Labor & Industries  
Prevailing Wage Section · Telephone 360-902-5335  
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date:  
9/28/2011

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<tr>
<th>County</th>
<th>Trade</th>
<th>Job Classification</th>
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| Location       | Trade/Job Description                                           | Hourly Rate | Code | Code
|----------------|---------------------------------------------------------------|-------------|------|------
| Yakima Laborers | Stock Piler                                                    | $32.11      | 7A   | 2Y   |
| Yakima Laborers | Tamper & Similar Electric, Air & Gas Operated Tools           | $32.66      | 7A   | 2Y   |
| Yakima Laborers | Tamper (multiple & Self-propelled)                            | $32.66      | 7A   | 2Y   |
| Yakima Laborers | Timber Person - Sewer (lagger, Shorer & Cribber)              | $32.66      | 7A   | 2Y   |
| Yakima Laborers | Toolroom Person (at Jobsite)                                  | $32.11      | 7A   | 2Y   |
| Yakima Laborers | Topper                                                         | $32.11      | 7A   | 2Y   |
| Yakima Laborers | Track Laborer                                                  | $32.11      | 7A   | 2Y   |
| Yakima Laborers | Track Liner (power)                                           | $32.66      | 7A   | 2Y   |
| Yakima Laborers | Truck Spotter                                                  | $32.11      | 7A   | 2Y   |
| Yakima Laborers | Tugger Operator                                                | $32.66      | 7A   | 2Y   |
| Yakima Laborers | Tunnel Work-Miner                                              | $33.15      | 7A   | 2Y   | 8Q   |
| Yakima Laborers | Vibrator                                                       | $32.66      | 7A   | 2Y   |
| Yakima Laborers | Vinyl Seamer                                                   | $32.11      | 7A   | 2Y   |
| Yakima Laborers | Watchman                                                       | $27.52      | 7A   | 2Y   |
| Yakima Laborers | Welder                                                         | $32.66      | 7A   | 2Y   |
| Yakima Laborers | Well Point Laborer                                             | $32.66      | 7A   | 2Y   |
| Yakima Laborers | Window Washer/cleaner                                          | $27.52      | 7A   | 2Y   |
| Yakima Laborers - Underground Sewer & Water                   | General Laborer & Topman                                      | $32.11      | 7A   | 2Y   |
| Yakima Laborers - Underground Sewer & Water                   | Pipe Layer                                                    | $32.66      | 7A   | 2Y   |
| Yakima Landscape Construction                                 | Irrigation Or Lawn Sprinkler Installers                      | $9.00       | 1    |
| Yakima Landscape Construction                                 | Landscape Equipment Operators Or Truck Drivers                | $15.45      | 1    |
| Yakima Landscape Construction                                 | Landscaping Or Planting Laborers                              | $9.00       | 1    |
| Yakima Lathers                                                | Journey Level                                                 | $37.85      | 5D   | 1M   |
| Yakima Marble Setters                                         | Journey Level                                                 | $40.03      | 5A   | 1M   |
| Yakima Metal Fabrication (In Shop)                            | Fitter                                                        | $12.00      | 1    |
| Yakima Metal Fabrication (In Shop)                            | Laborer                                                       | $10.31      | 1    |
| Yakima Metal Fabrication (In Shop)                            | Machine Operator                                              | $11.32      | 1    |
| Yakima Metal Fabrication (In Shop)                            | Painter                                                       | $12.00      | 1    |
| Yakima Metal Fabrication (In Shop)                            | Welder                                                        | $11.32      | 1    |
| Yakima Millwright                                              | Journey Level                                                 | $26.05      | 1    |
| Yakima Modular Buildings                                       | Journey Level                                                 | $14.11      | 1    |
| Yakima Painters                                               | Journeyman                                                    | $28.12      | 6Z   | 1W   |
| Yakima Pile Driver                                            | Journey Level                                                 | $48.19      | 5A   | 1M   |
| Yakima Plasterers                                             | Journey Level                                                 | $46.63      | 7Q   | 1R   |
| Yakima Playground & Park Equipment Installers                | Journey Level                                                 | $8.67       | 1    |
| Yakima Plumbers & Pipefitters                                 | Journey Level                                                 | $28.75      | 1    |
| Yakima Power Equipment Operators                              | Asphalt Plant Operators                                       | $50.39      | 7A   | 1T   | 8P   |
| Yakima Power Equipment Operators                              | Assistant Engineer                                             | $47.12      | 7A   | 1T   | 8P   |
| Yakima Power Equipment Operators                              | Barrier Machine (zipper)                                      | $49.90      | 7A   | 1T   | 8P   |
| Yakima Power Equipment Operators                              | Batch Plant Operator, Concrete                                | $49.90      | 7A   | 1T   | 8P   |

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https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx

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<td>Roller, Other Than Plant Mix</td>
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<td>Roller, Plant Mix Or Multi-lift</td>
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<td>Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons</td>
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<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
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<td>Spreader, Topsider &amp; Screedman</td>
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<td>Tower Crane Over 175'in Height, Base To Boom</td>
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<td>Tower Crane Up To 175' In Height Base To Boom</td>
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<td>Transporters, All Track Or Truck Type</td>
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<td>Truck Crane Oiler/driver Under 100 Tons</td>
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<td>Tree Trimmer Groundperson</td>
<td>$28.35</td>
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<td>Yakima</td>
<td>Refrigeration &amp; Air Conditioning Mechanics</td>
<td>Journey Level</td>
<td>$28.11</td>
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<tr>
<td>Yakima</td>
<td>Residential Brick Mason</td>
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<td>Yakima</td>
<td>Residential Carpenters</td>
<td>Journey Level</td>
<td>$17.14</td>
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<td>Yakima</td>
<td>Residential Cement Masons</td>
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<td>Yakima</td>
<td>Residential Drywall Applicators</td>
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<td>Residential Drywall Tapers</td>
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<td>Yakima</td>
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<tr>
<td>Yakima</td>
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<tr>
<td>Yakima</td>
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<tr>
<td>Yakima</td>
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<td>$20.55</td>
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<tr>
<td>Yakima</td>
<td>Residential Refrigeration &amp; Air Conditioning Mechanics</td>
<td>Journey Level</td>
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<tr>
<td>Yakima</td>
<td>Residential Sheet Metal Workers</td>
<td>Journey Level (Field or Shop)</td>
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<td>1X</td>
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<tr>
<td>Yakima</td>
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<td>Journey Level</td>
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<tr>
<td>Yakima</td>
<td>Residential Sprinkler Fitters (Fire Protection)</td>
<td>Journey Level</td>
<td>$8.67</td>
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</tr>
<tr>
<td>Yakima</td>
<td>Residential Stone Masons</td>
<td>Journey Level</td>
<td>$16.00</td>
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<tr>
<td>Yakima</td>
<td>Residential Terrazzo Workers</td>
<td>Journey Level</td>
<td>$8.67</td>
<td></td>
<td>1</td>
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</tr>
<tr>
<td>Yakima</td>
<td>Residential Terrazzo/Tile Finishers</td>
<td>Journey Level</td>
<td>$17.00</td>
<td></td>
<td>1</td>
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</tr>
<tr>
<td>Yakima</td>
<td>Residential Tile Setters</td>
<td>Journey Level</td>
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<tr>
<td>Yakima</td>
<td>Roofers</td>
<td>Journey Level</td>
<td>$12.00</td>
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<tr>
<td>Yakima</td>
<td>Sheet Metal Workers</td>
<td>Journey Level (Field or Shop)</td>
<td>$49.76</td>
<td>5A</td>
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<tr>
<td>Yakima</td>
<td>Shipbuilding &amp; Ship Repair</td>
<td>Journey Level</td>
<td>$8.67</td>
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<tr>
<td>Yakima</td>
<td>Sign Makers &amp; Installers (Electrical)</td>
<td>Journey Level</td>
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<tr>
<td>Yakima</td>
<td>Sign Makers &amp; Installers (Non-Electrical)</td>
<td>Journey Level</td>
<td>$14.65</td>
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<td>Yakima</td>
<td>Soft Floor Layers</td>
<td>Journey Level</td>
<td>$23.11</td>
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<td>Yakima</td>
<td>Solar Controls For Windows</td>
<td>Journey Level</td>
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<tr>
<td>Yakima</td>
<td>Sprinkler Fitters (Fire Protection)</td>
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<td>Yakima</td>
<td>Stage Rigging Mechanics (Non Structural)</td>
<td>Journey Level</td>
<td>$13.23</td>
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<tr>
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<td>Stone Masons</td>
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<tr>
<td>Yakima</td>
<td>Street And Parking Lot Sweeper Workers</td>
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<td>1T</td>
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<td>Yakima</td>
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<td>$50.39</td>
<td>7A</td>
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<tr>
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<td>Cable Splicer</td>
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<tr>
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<td>Hole Digger/Ground Person</td>
<td>$18.72</td>
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<td>Installer (Repairer)</td>
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<td>Special Aparatus Installer II</td>
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<td>Television Lineperson</td>
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<td>2B</td>
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<td>Dump Truck(c.wa-760)</td>
<td>$36.06</td>
<td>6l</td>
<td>2G</td>
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<td>Mixer Trucks</td>
<td>$36.06</td>
<td>6l</td>
<td>2G</td>
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<tr>
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<td>6l</td>
<td>2G</td>
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<td>Irrigation Pump Installer</td>
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<td>Oiler</td>
<td>$9.20</td>
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<td>Well Drillers &amp; Irrigation Pump Installers</td>
<td>Well Driller</td>
<td>$18.00</td>
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</table>
Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

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

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

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

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

<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>X</td>
<td></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>X</td>
<td></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>X</td>
<td></td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>8. Anchor Bolts &amp; Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11. Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contract Plans for item description and shop drawings.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>-----</td>
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</tr>
<tr>
<td>17. Precast Concrete Inlet - with adjustment sections. See Std. Plans</td>
<td></td>
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</tr>
<tr>
<td>18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.</td>
<td></td>
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</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>
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<td>NO</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>-----</td>
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</tr>
<tr>
<td>27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.</td>
<td>X</td>
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</tr>
<tr>
<td>28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Prestressed Girder for use in structures. Fabricator plant has annual approval</td>
<td>X</td>
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</tr>
<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.</td>
<td></td>
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<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
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<tr>
<td>29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for</td>
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<tr>
<td>use in structures. Fabricator plant has annual approval of methods and</td>
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<td>materials to be used. Shop Drawing to be provided for approval prior to</td>
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<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
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<td>30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in</td>
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<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>See Std. Spec. Section 6-02.3(25)A</td>
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<td>31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab</td>
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<td>for use in structures. Fabricator plant has annual approval of methods and</td>
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<td>materials to be used. Shop Drawing to be provided for approval prior to</td>
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<td>32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in</td>
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<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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<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
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<td>33. Monument Case and Cover</td>
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<td>See Std. Plan.</td>
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<tr>
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<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>
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<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>
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<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>
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<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>
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<td>38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.</td>
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<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>
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<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>
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<td>41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.</td>
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<td>42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be</td>
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<tr>
<td>submitted and approved for reflective sheeting, legend material, and aluminumsheeting.</td>
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<tr>
<td><strong>NOTE:</strong> **** Fabrication inspection required. Only signs tagged &quot;Fabrication Approved&quot; by WSDOT Sign Fabrication</td>
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<td>inspector to be installed</td>
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<td>43. Cutting &amp; bending reinforcing steel</td>
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<td>44. Guardrail components</td>
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<td>45. Aggregates/Concrete mixes</td>
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<td>46. Asphalt</td>
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<td>47. Fiber fabrics</td>
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<td>48. Electrical wiring/components</td>
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<td>49. treated or untreated timber pile</td>
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<td>50. Girder pads (elastomeric bearing)</td>
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<td>51. Standard Dimension lumber</td>
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<td>52. Irrigation components</td>
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<td>53. Fencing materials</td>
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<td>54. Guide Posts</td>
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<td>55. Traffic Buttons</td>
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<td>56. Epoxy</td>
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<td>57. Cribbing</td>
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<td>58. Water distribution materials</td>
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<td>59. Steel &quot;H&quot; piles</td>
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<td>60. Steel pipe for concrete pile casings</td>
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<td>61. Steel pile tips, standard</td>
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<tr>
<td>62. Steel pile tips, custom</td>
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</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 08/31/2011**

(See Benefit Code Key)

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<th>Overtime Code</th>
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<td>Counties Covered: ASOTIN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, KITTITAS, LINCOLN, OKANOGAN, PEND ORIELLE, STEVENS, WALLA WALLA AND WHITMAN</td>
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Supplemental to Wage Rates
# METAL FABRICATION (IN SHOP)
**EFFECTIVE 08/31/2011**

(See Benefit Code Key)

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<tr>
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**Counties Covered:**

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, LEWIS, MASON, PACIFIC SAN JUAN AND SKAGIT

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**Counties Covered:**

CLARK

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**Counties Covered:**

COWLITZ

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**Counties Covered:**

GRANT

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**Counties Covered:**

KING

Supplemental to Wage Rates
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Counties Covered: THURSTON

Counties Covered: WHATCOM

FITTERWELDER            | $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              |
# Fabricated Precast Concrete Products

**Effective 08/31/2011**

(See Benefit Code Key)

<table>
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<th>Prevailing Wage</th>
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<td>Journey Level</td>
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<tr>
<td>Counties Covered: CHELAN, KITITAS, KLICKITAT AND SKAMANIA</td>
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<td>Journey Level</td>
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<td>Counties Covered: CLALLAM, CLARK, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KITSAP, LEWS, MASON, PACIFIC, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WAHKIUKUM</td>
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<tr>
<td>Journey Level</td>
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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.)

WAC 296-127-018 Agency filings affecting this section

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

OVERTIME CALCULATIONS ARE BASED ON THE HOURLY RATE ACTUALLY PAID TO THE WORKER. ON PUBLIC WORKS PROJECTS, THE HOURLY RATE MUST BE NOT LESS THAN THE PREVAILING RATE OF WAGE MINUS THE HOURLY RATE OF THE COST OF FRINGE BENEFITS ACTUALLY PROVIDED FOR THE WORKER.

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

B. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORKWEEK DAY OR A FOUR - TEN (10) HOUR WORKWEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORKWEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SUNDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

I. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL ALSO BE PAID AT ONE AND 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. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS AND ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

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 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.


Y. ALL HOURS WORKED OUTSIDE THE HOURS OF 5:00 AM AND 5:00 PM (OR SUCH OTHER HOURS AS MAY BE AGREED UPON BY ANY EMPLOYER AND THE EMPLOYEE) AND ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY (10 HOURS PER DAY FOR A 4 X 10 WORKWEEK) AND ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. (EXCEPT FOR EMPLOYEES WHO ARE ABSENT FROM WORK WITHOUT PRIOR APPROVAL ON A SCHEDULED WORKDAY DURING THE WORKWEEK SHALL BE PAID AT THE STRAIGHT-TIME RATE UNTIL THEY HAVE WORKED 8 HOURS IN A DAY (10 IN A 4 X 10 WORKWEEK) OR 40 HOURS DURING THAT WORKWEEK.) ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND LABOR DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
1. **Z**

   ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID THE STRAIGHT TIME RATE OF PAY IN ADDITION TO HOLIDAY PAY.

2. **A**

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

   **B.**

   ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   **C.**

   ALL HOURS WORKED ON SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

   **F.**

   THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   **G.**

   ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON PAID HOLIDAYS SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE INCLUDING HOLIDAY PAY.

   **H.**

   ALL HOURS WORKED ON SUNDAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   **K.**

   ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE IN ADDITION TO THE HOLIDAY PAY.

   **O.**

   ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

   **R.**

   ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS AND ALL HOURS WORKED OVER SIXTY (60) IN ONE WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   **U.**

   ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TWELVE (12) HOURS IN A DAY, OR ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   **W.**


   **Y.**

   ALL HOURS WORKED ON SATURDAYS (EXCEPT FOR MAKE-UP DAYS) 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.

   **Z.**

   ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, EXCEPT FOR COMMERCIAL, OCCUPIED BUILDINGS WHERE FLOOR COVERING WORK CANNOT BE PERFORMED IN THE REGULAR DAYTIME HOURS DUE TO OCCUPANCY. FOR SUCH OCCUPIED, COMMERCIAL BUILDINGS; THE EMPLOYEE MAY AGREE TO WORK BETWEEN THE HOURS OF 6:00 PM TO 6:00 AM MONDAY THROUGH SATURDAY MORNING AT 6:00 AM AT AN OVERTIME PAY RATE OF 10% OVER THE STRAIGHT TIME RATE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

3. **A.**

   WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE HOURS (12) IN A SINGLE SHIFT AND ALL WORK PERFORMED AFTER 6:00 PM SATURDAY TO 6:00 AM MONDAY AND HOLIDAYS SHALL BE PAID AT DOUBLE THE STRAIGHT TIME RATE OF PAY. ANY SHIFT
STARTING BETWEEN THE HOURS OF 6:00 PM AND MIDNIGHT SHALL RECEIVE AN ADDITIONAL ONE DOLLAR ($1.00) PER HOUR FOR ALL HOURS WORKED THAT SHIFT.

THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.

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

A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

B. ALL HOURS WORKED 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 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.

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 (6).


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).


I. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

J. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE DAY, AND CHRISTMAS DAY (7).

K. HOLIDAYS: NEW YEAR’S DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).

L. HOLIDAYS: NEW YEAR’S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8)

N. HOLIDAYS: NEW YEAR’S DAY, PRESIDENTS’ DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS’ DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (9).


R. PAID HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS, 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).
T. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY BEFORE OR AFTER CHRISTMAS (9).

V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.

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).


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. (91/2).


H. PAID HOLIDAYS: NEW YEAR'S DAY, NEW YEAR'S EVE DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (10).

I. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7).


B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

C. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

D. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS' DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). UNPAID HOLIDAYS: PRESIDENT'S DAY. ANY PAID HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY PAID HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

E. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A
SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

F. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

G. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY.

H. HOLIDAYS: NEW YEAR’S DAY, MARTIN LUTHER KING JR. DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (9). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

I. HOLIDAYS: NEW YEAR’S DAY, PRESIDENT’S DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS DAY AND CHRISTMAS DAY (9). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

J. HOLIDAYS: NEW YEAR’S DAY, INDEPENDENCE DAY, MEMORIAL DAY, LABOR DAY, THANKSGIVING DAY AND CHRISTMAS DAY (6). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

K. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

L. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, LABOR DAY, INDEPENDENCE DAY, THANKSGIVING DAY, THE LAST WORKING DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

M. PAID HOLIDAYS: NEW YEAR’S DAY, THE DAY AFTER OR BEFORE NEW YEAR’S DAY, PRESIDENT’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND THE DAY AFTER OR BEFORE CHRISTMAS DAY. 10) ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. ANY HOLIDAY WHICH FALLS ON A SATURDAY SHALL BE OBSERVED AS A HOLIDAY ON THE PRECEDING FRIDAY.

N. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY. WHEN CHRISTMAS FALLS ON A SATURDAY, THE PRECEDING FRIDAY SHALL BE OBSERVED AS A HOLIDAY.


P. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (7). ANY HOLIDAY WHICH FALLS ON A SUNDAY SHALL BE OBSERVED AS A HOLIDAY ON THE FOLLOWING MONDAY.

NOTE CODES

8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   OVER 50' TO 100' - $2.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   OVER 100' TO 150' - $3.00 PER FOOT FOR EACH FOOT OVER 100 FEET
   OVER 150' TO 220' - $4.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   OVER 220' - $5.00 PER FOOT FOR EACH FOOT OVER 220 FEET

C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   OVER 50' TO 100' - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   OVER 100' TO 150' - $1.50 PER FOOT FOR EACH FOOT OVER 100 FEET
   OVER 150' TO 200' - $2.00 PER FOOT FOR EACH FOOT OVER 150 FEET
   OVER 200' - DIVERS MAY NAME THEIR OWN PRICE

D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL $1.00 PER HOUR.

L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $0.75, LEVEL B: $0.50, AND LEVEL C: $0.25.

M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: $1.00, LEVELS C & D: $0.50.

N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: $1.00, LEVEL B: $0.75, LEVEL C: $0.50, AND LEVEL D: $0.25

8. P. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: $2.00, CLASS B SUIT: $1.50, CLASS C SUIT: $1.00, AND CLASS D SUIT $0.50.

Q. THE HIGHEST PRESSURE REGISTERED ON THE GAUGE FOR AN ACCUMULATED TIME OF MORE THAN FIFTEEN (15) MINUTES DURING THE SHIFT SHALL BE USED IN DETERMINING THE SCALE PAID.
General Decision Number: WA100001 09/23/2011 WA1
Superseded General Decision Number: WA20080001

State: Washington
Construction Type: Highway
Counties: Washington Statewide.

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

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CARP00001-008 09/01/2009

Rates Fringes
Carpenters:
COLUMBIA RIVER AREA -
ADAMS, BENTON, COLOMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY,
FRANKLIN, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN) AND WALLA WALLA COUNTIES
GROUP 1: $ 27.73 10.56
GROUP 2: $ 29.73 10.56
GROUP 3: $ 28.00 10.56
GROUP 4: $ 27.73 10.56
GROUP 5: $ 63.50 10.56
GROUP 6: $ 30.75 10.56
GROUP 7: $ 31.75 10.56
GROUP 8: $ 28.00 10.56
GROUP 9: $ 33.75 10.56
SPokane AREA: ASOTIN,
GARFIELD, LINCOLN, PEND
OREILLE, SPOKANE, STEVENS
AND WHITMAN COUNTIES

GROUP 1:..................$ 26.06 10.56
GROUP 2:..................$ 28.06 10.56
GROUP 3:..................$ 26.32 10.56
GROUP 4:..................$ 26.06 10.56
GROUP 5:..................$ 60.14 10.56
GROUP 6:..................$ 29.07 10.56
GROUP 7:..................$ 30.07 10.56
GROUP 8:..................$ 27.32 10.56
GROUP 9:..................$ 33.07 10.56

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter
GROUP 2: Millwright, machine erector
GROUP 3: Piledriver – includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling
GROUP 4: Bridge carpenters
GROUP 5: Diver Wet
GROUP 6: Diver Tender, Manifold Operator, ROV Operator
GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator
      Not Under Pressure
GROUP 8: Assistant Tender, ROV Tender/Technician
GROUP 9: Manifold Operator-Mixed Gas

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

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

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

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

Carpenters: COEUR D’ ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).
CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:
50-100 feet $2.00 per foot
101-150 feet $3.00 per foot
151-220 feet $4.00 per foot
221 feet and deeper $5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:
0-25 feet Free
26-300 feet $1.00 per Foot

SATURATION DIVING:
The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete, the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

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

LEVEL D + $.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + $.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + $.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.
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:

<table>
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<tr>
<th>Rates</th>
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<tr>
<td>CARPENTERS</td>
<td>$27.56</td>
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<tr>
<td>DIVERS TENDERS</td>
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<td>DIVERS</td>
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<td>DRYWALL</td>
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<tr>
<td>MILLWRIGHTS</td>
<td>$28.04</td>
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<tr>
<td>PILEDRIVERS</td>
<td>$28.04</td>
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</tbody>
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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

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CARP0770-003 06/01/2009

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Carpenters:

CENTRAL WASHINGTON:
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES

CARPENTERS ON CREOSOTE
MATERIAL ...................... $ 25.25 11.97
CARPENTERS ................. $ 35.39 11.97
DIVERS TENDER .............. $ 39.15 13.08
DIVERS ....................... $ 87.20 13.08
MILLWRIGHT AND MACHINE
ERECTORS ..................... $ 36.39 11.97
FILEDRIKER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CREOSOTE TREATED MATERIAL, ALL PILING....... $ 35.59 11.97
(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLRIGHTS 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:

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<thead>
<tr>
<th>City</th>
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<td>Chelan</td>
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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 - MILLRIGHT AND PILEDRIVER ONLY)

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

Zone Pay:

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

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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

BRIDGE CARPENTERS..........$ 35.39 13.08
CARPENTERS ON CREOSOTE
MATERIAL.....................$ 35.49 13.08
CARPENTERS...................$ 35.39 13.08
DIVERS TENDER..............$ 39.15 13.08
DIVERS.......................$ 87.20 13.08
MILLWRIGHT AND MACHINE
ERECTORS.....................$ 36.39 13.08
PILEDRIVER, DRIVING,
PULLING, CUTTING, PLACING
COLLARS, SETTING, WELDING
OR CREOSOTE TREATED
MATERIAL, ALL PILING.......$ 35.59 13.08

(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

WA100001 Modification 27
Federal Wage Determinations for Highway Construction
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 06/01/2009

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

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ELEC0048-003 07/01/2011

CLARK, KLICKITAT AND SKAMANIA COUNTIES

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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.
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<td>ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES</td>
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ELEC0191-004 02/01/2010

CHelan, douglas, Grant and okanogan counties

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ELEC0970-001 01/01/2009

Cowlitz and Wahkiakum county

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* ENGI0302-003 06/01/2011

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>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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<tr>
<td>Power equipment operators:</td>
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<tr>
<td>Group 1A</td>
<td>$35.79</td>
<td>15.15</td>
</tr>
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<td>Group 1AA</td>
<td>$36.36</td>
<td>15.15</td>
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<tr>
<td>Group 1AAA</td>
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<tr>
<td>Group 3</td>
<td>$34.33</td>
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</tr>
<tr>
<td>Group 4</td>
<td>$31.97</td>
<td>15.15</td>
</tr>
</tbody>
</table>

Zone differential (add to zone 1 rates):

Zone 2 (26-45 radius miles) - $1.00
Zone 3 (Over 45 radius miles) - $1.30

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

Power equipment operators classifications

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

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

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

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

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydraulics 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; Scissors-concrete and carry-all; Service engine-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 mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Grader checker, 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.

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
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>
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<th>Rates</th>
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<td>GROUP 7</td>
<td>$26.56</td>
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<tr>
<td>GROUP 8</td>
<td>$27.66</td>
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</tbody>
</table>

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

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Demco, 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, pumpcrete, 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; Filedriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

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

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yrs & over); Blade (finish & blue top) 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 yrs. & over); Whirleys & 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.
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>
</tr>
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<tbody>
<tr>
<td>GROUP 1A..........................$ 35.79</td>
<td>15.15</td>
</tr>
<tr>
<td>GROUP 1AA..........................$ 36.36</td>
<td>15.15</td>
</tr>
<tr>
<td>GROUP 1AAA.........................$ 36.92</td>
<td>15.15</td>
</tr>
<tr>
<td>GROUP 1............................$ 35.24</td>
<td>15.15</td>
</tr>
<tr>
<td>GROUP 2............................$ 34.75</td>
<td>15.15</td>
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<tr>
<td>GROUP 3............................$ 34.33</td>
<td>15.15</td>
</tr>
<tr>
<td>GROUP 4............................$ 31.97</td>
<td>15.15</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, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifists), air tuggers, strato tower bucket elevators; Hydraulifts/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 engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp
GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.
H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
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.

ENG10701-002 01/01/2011

CLARK, COWLITZ, Klickitat, PACIFIC (SOUTH), SKAMANIA, AND WAHIKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

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<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
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<td>GROUP 1</td>
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WA100001 Modification 27
Federal Wage Determinations for Highway Construction
Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH;
CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA;
CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS
INDICATED:

All jobs or projects located in Multnomah, Clackamas and
Marion Counties, West of the western boundary of Mt. Hood
National Forest and West of Mile Post 30 on Interstate 84
and West of Mile Post 30 on State Highway 26 and West of
Mile Post 30 on Highway 22 and all jobs or projects located
in Yamhill County, Washington County and Columbia County
and all jobs or projects located in Clark & Cowlitz County,
Washington except that portion of Cowlitz County in the Mt.
St. Helens "Blast Zone" shall receive Zone I pay for all
classifications.

All jobs or projects located in the area outside the
identified boundary above, but less than 50 miles from the
Portland City Hall shall receive Zone II pay for all
classifications.

All jobs or projects located more than 50 miles from the
Portland City Hall, but outside the identified border
above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE;
GRANTS PASS; Klamath Falls; Medford; Roseburg

All jobs or projects located within 30 miles of the
respective city hall of the above mentioned cities shall
receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than
50 miles from the respective city hall of the above
mentioned cities shall receive Zone II pay for all
classifications.

All jobs or projects located more than 50 miles from the
respective city hall of the above mentioned cities shall
receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three
units or more; CRANE: Helicopter Operator, when used in
erecting work; Whirley Operator, 90 ton and over; LATTICE
BOOM CRANE: Operator 200 tons through 299 tons, and/or over
200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90
tons through 199 tons with luffing or tower attachments;
FLOATING EQUIPMENT: Floating Crane, 150 ton but less than
250 ton
GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

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

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadline, 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, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane 50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.
GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; 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; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting
Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder)); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-ull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Rough 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; maginiss Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: 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 HAULERS: Cat wagon DJBs Volvo similar types; Conveyored 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 Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatsman; 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: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Rigger; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler, Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self-propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic
Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

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

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CLARK, COWLITZ, Klickitat, Pacific, Skamania, and Wahkiakum Counties

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CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES
ZONE 1:

Laborers:
CALLAM, GRAYS HARBOR,
ISLAND, JEFFERSON, KING,
KITSAP, LEWIS, MASON,
PACIFIC (NORTH OF STRAIGHT
LINE MADE BY EXTENDING THE
NORTH BOUNDARY WAHKIAKUM
COUNTY WEST TO THE PACIFIC
OCEAN), PIERCE, SAN JUAN,
SKAGIT, SNOHOMISH,
THURSTON AND WHATCOM
COUNTIES
GROUP 1.......................$ 21.77  9.07
GROUP 2.......................$ 24.86  9.07
GROUP 3.......................$ 30.96  9.07
GROUP 4.......................$ 31.70  9.07
GROUP 5.......................$ 32.21  9.07
CHELAN, DOUGLAS (WEST OF
THE 120TH MERIDIAN),
KITTITAS AND YAKIMA
COUNTIES
GROUP 1.......................$ 17.95  9.07
GROUP 2.......................$ 20.58  9.07
GROUP 3.......................$ 22.54  9.07
GROUP 4.......................$ 23.09  9.07
GROUP 5.......................$ 23.48  9.07

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall
ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall
ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25
LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Pine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, air-trac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapping; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft.); Spreader (concrete); Tamper and Similar electric, air and gas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).
LABORER (PASCO)
  GROUP 1........................ $21.31  10.00
  GROUP 2........................ $23.41  10.00
  GROUP 3........................ $23.68  10.00
  GROUP 4........................ $23.95  10.00
  GROUP 5........................ $24.23  10.00

LABORER (SPOKANE)
  GROUP 1........................ $21.01  10.00
  GROUP 2........................ $23.11  10.00
  GROUP 3........................ $23.38  10.00
  GROUP 4........................ $23.65  10.00
  GROUP 5........................ $23.93  10.00

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

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.
        Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic
        Control Maintenance Laborer (to include erection and
        maintenance of barricades, signs and relief of flagperson);
        Window Washer/Cleaner (detail cleanup, such as, but not
        limited to cleaning floors, ceilings, walls, windows, etc.
        prior to final acceptance by the owner)
GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast 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); Nozzlemaster (to include squeeze and flo-crete nozzle); Nozzlemaster, 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, nozzlemaster for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzlemaster (to include jet blasting nozzle, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, joiner, 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 "B" (to include raise and shaft miner, laser beam operator on riases and shafts)

GROUP 6 - Powderman

WA100001 Modification 27
Federal Wage Determinations for Highway Construction
COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

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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

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Zone Differential (Add to Zone 1 rates):
Zone 2  $ 0.65
Zone 3  - 1.15
Zone 4  - 1.70
Zone 5  - 2.75

BASE POINTS: Goldendale, Longview, and Vancouver

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

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Placehert and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners, Choker Splicer; Clay Power Spreader and similar types; Clean-up Nozzlemen-Green Cutter (concrete, rock, etc.); Concrete Power Buggymen; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzlemen 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; Tamper; 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 Nozzlemen; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, baring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tamperers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbersmen; 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

<table>
<thead>
<tr>
<th>LABO0335-019 06/01/2008</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rates</strong></td>
</tr>
<tr>
<td>Hod Carrier................... $ 29.58</td>
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<table>
<thead>
<tr>
<th>PAIN0005-002 07/01/2010</th>
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<tbody>
<tr>
<td><strong>STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHHAIKUM COUNTIES</strong></td>
</tr>
<tr>
<td><strong>Rates</strong></td>
</tr>
<tr>
<td>Painters: STRIPERS................... $ 27.74</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAIN0005-004 03/01/2009</th>
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<tr>
<td><strong>CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES</strong></td>
</tr>
<tr>
<td><strong>Rates</strong></td>
</tr>
<tr>
<td>PAINTER......................... $ 20.82</td>
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</tbody>
</table>
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>
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</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**Painters:**

- Over 30'/Swing Stage Work.. $ 22.20 7.98
- Brush, Roller, Striping, Steam-cleaning and Spray.... $ 19.93 7.98
- Lead Abatement, Asbestos Abatement..........................$ 21.50 7.98

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

---

PAIN0055-002 07/01/2011

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

**Painters:**

- Brush & Roller..................$ 19.85 7.99
- High work - All work 60 ft. or higher..................$ 22.90 7.99
- Spray and Sandblasting...........$ 22.90 7.99

---

PAIN0055-007 07/01/2011

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

**Painters:**

- HIGHWAY & PARKING LOT STRIPER..................$ 33.19 9.05
CEMENT MASON/CONCRETE FINISHER

<table>
<thead>
<tr>
<th>Zone</th>
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<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Zone 1</td>
<td>$25.01</td>
<td>11.32</td>
</tr>
<tr>
<td>Zone 2</td>
<td>$2.00</td>
<td></td>
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</table>

**BASE POINTS:** Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

Cement Masons:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT MASON</td>
<td>$35.40</td>
<td>13.75</td>
</tr>
<tr>
<td>COMPOSITION, TROWEL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE</td>
<td>$35.90</td>
<td>13.75</td>
</tr>
<tr>
<td>TROWLING MACHINE OPERATOR ON COMPOSITION</td>
<td>$36.90</td>
<td>13.75</td>
</tr>
</tbody>
</table>

---

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

Cement Masons:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT MASON</td>
<td>$35.40</td>
<td>13.75</td>
</tr>
<tr>
<td>COMPOSITION, TROWEL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE</td>
<td>$35.90</td>
<td>13.75</td>
</tr>
<tr>
<td>TROWLING MACHINE OPERATOR ON COMPOSITION</td>
<td>$36.90</td>
<td>13.75</td>
</tr>
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</table>

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CLARK, KLIKTAT AND SKAMANIA COUNTIES

ZONE 1:

Cement Masons:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT MASON DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD</td>
<td>$29.94</td>
<td>15.59</td>
</tr>
<tr>
<td>CEMENT MASON ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD</td>
<td>$29.41</td>
<td>15.59</td>
</tr>
<tr>
<td>CEMENT MASON</td>
<td>$28.87</td>
<td>15.59</td>
</tr>
<tr>
<td>COMPOSITION WORKERS AND POWER MACHINERY OPERATORS</td>
<td>$29.41</td>
<td>15.59</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 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

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

TEAM0037-002 06/01/2009

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>
<td>$25.90</td>
<td>12.75</td>
</tr>
<tr>
<td>$27.02</td>
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<tr>
<td>$27.15</td>
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<tr>
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<td>12.75</td>
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<tr>
<td>$27.63</td>
<td>12.75</td>
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<td>$27.79</td>
<td>12.75</td>
</tr>
<tr>
<td>$27.99</td>
<td>12.75</td>
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</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: 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 cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

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

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

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

* TEAM0174-001 06/01/2009

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1: $31.87</td>
<td>14.60</td>
</tr>
<tr>
<td>GROUP 2: $31.03</td>
<td>14.60</td>
</tr>
<tr>
<td>GROUP 3: $28.22</td>
<td>14.60</td>
</tr>
<tr>
<td>GROUP 4: $23.25</td>
<td>14.60</td>
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<tr>
<td>GROUP 5: $31.42</td>
<td>14.60</td>
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</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>CITY</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>BELLINGHAM</td>
<td>CENTRALIA</td>
</tr>
<tr>
<td>EVERETT</td>
<td>SHELTON</td>
</tr>
<tr>
<td>SEATTLE</td>
<td>PORT ANGELES</td>
</tr>
<tr>
<td>TACOMA</td>
<td>PORT TOWNSEND</td>
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<td></td>
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</tr>
<tr>
<td></td>
<td>BREMERTON</td>
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<tr>
<td></td>
<td>OLYMPIA</td>
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<tr>
<td></td>
<td>ANACORTES</td>
</tr>
<tr>
<td></td>
<td>BELLEVUE</td>
</tr>
<tr>
<td></td>
<td>MT. VERNON</td>
</tr>
<tr>
<td></td>
<td>KENT</td>
</tr>
</tbody>
</table>

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydraulift" trucks and Boom trucks or similar equipment when "A" frame or "Hydraulift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrail, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity:
Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity
GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leve man and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks—less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment.

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

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

LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.
## Truck drivers

**WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW**

### ZONE 1:

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>$20.02</td>
<td>10.86</td>
</tr>
<tr>
<td>2</td>
<td>$22.29</td>
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<tr>
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<tr>
<td>8</td>
<td>$24.26</td>
<td>10.86</td>
</tr>
</tbody>
</table>

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

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

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

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials
Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

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

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

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

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

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

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

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
PLANS
C 3431
THREE BEAM GUARDRAIL
ATTACHMENT BOLT
SPlice BOLT
BASE PLATE

ISOMETRIC VIEW

3 3/4" O.D. MIN. TO EDGE OF JOINT IN CURB (TOP) ADJUST POST SPACING WITHIN SPECIFIED TOLERANCE TO MAINTAIN CLEARANCE TO CURB JOINT.

1/8" RADIUS (TOP)

VIEW

W 6 x 1 1/2" FIELD MEASURE

STEEL GUARDRAIL POST

5/8" x 1 1/2" BUTTON HEAD BOLT & NUT WITH LOCK WASHER (TOP)

TOP OF THREE BEAM ELEMENT

CORE DRILL FOR 2 - 5/8" RESIN BONDED ANCHORS WITH LOCK AND FLAT WASHERS (IMMERSED AND HOLE SIZE PER MANUFACTURER'S RECOMMENDATION, 1"-0" MIN.)

TYPICAL STEEL POST ANCHORAGE

BASE PLATE DETAIL

GENERAL NOTES

1. ALL MATERIAL AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE AND MUNICIPAL CONSTRUCTION, DATED 2015, AND AMENDMENTS.

2. MATERIAL SPECIFICATIONS:
   STEEL SHAPES & PLATES: ASTM A 992
   RESIN BONDED ANCHORS (ALL THREAD): ASTM A 193 GRADE B7, OR ASTM A 448

3. ALL STEEL POSTS AND PLATES SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M 111 AFTER FABRICATION. BOLTS AND HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M 322.

4. ALL BOLT HOLES SHALL BE PER MANUFACTURER'S SPECIFICATIONS UNLESS OTHERWISE SPECIFIED. USE TEMPLATE TO LOCATE HOLES IN CONCRETE. BOLT LENGTHS NOT SHOWN SHALL BE SIZED TO PROVIDE A 3" MIN. OF THREAD EXPOSED BEYOND THE NUT.

5. THE DIMENSIONS SHOWN IN THE PLANS ARE BASED ON ORIGINAL CONSTRUCTION RECORDS, TOGETHER WITH SURVEY DATA. THESE DIMENSIONS SHALL BE MEASURED IN THE FIELD BY THE CONTRACTOR PRIOR TO FABRICATION OF ANY COMPONENT.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>PREPARATION</td>
<td>L.B.</td>
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<td>2</td>
<td>PROJECT TEMPORARY TRAFFIC CONTROL</td>
<td>L.B.</td>
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<tr>
<td>3</td>
<td>PLACEDERS &amp; SPOTTERS</td>
<td>H.E.</td>
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<td>4</td>
<td>STEEL RISCING HOSES</td>
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<tr>
<td>5</td>
<td>THRE BEAM PANEL - 10 GAUGE - NORMAL LENGTH - 12'-6&quot; (STND PLAN C-10)</td>
<td>EACH</td>
<td>2200</td>
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<td>6</td>
<td>THRE BEAM PANEL - 10 GAUGE - SHORT LENGTH - 6'-2&quot; DEP. (STND PLAN C-14)</td>
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<td>7</td>
<td>THRE BEAM PANEL - 12 GAUGE - NORMAL LENGTH - 12'-6&quot; (STND PLAN C-16)</td>
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<td>8</td>
<td>BACKUP PLATES</td>
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<td>THRE BEAM REPLACE SECTION (STND PLAN C-10)</td>
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<td>10</td>
<td>WOOD POST AND BLOCK - 10&quot; X 10&quot; X 6'-4&quot; (STND PLAN C-30)</td>
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<td>11</td>
<td>WOOD POST AND BLOCK - 8&quot; X 8&quot; X 6'-4&quot; (STND PLAN C-30)</td>
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<tr>
<td>12</td>
<td>INSTALLATION</td>
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<td>13</td>
<td>CUT AND PASTE EDGE OF EXISTING W-BEAM</td>
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<td>14</td>
<td>SPCC PLAN</td>
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<tr>
<td>15</td>
<td>WADE CHANGES</td>
<td>P.A.</td>
<td>EST.</td>
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</table>
"MOTORCYCLES USE EXTREME CAUTION" SIGNS SHALL BE PLACED 250 FT. IN ADVANCE OF ROADWAY SURFACE CHANGE FOR EACH DIRECTION OF TRAVEL. THESE SIGNS SHALL REMAIN IN PLACE UNTIL THE ROADWAY SURFACE IS PATCHED.

DURING NON-WORKING HOURS A W20-1 (48"X48") "ROAD WORK AHEAD" SIGN SHALL BE LOCATED 500 FT. IN ADVANCE OF W21-1701 SIGN UNTIL THE ROADWAY SURFACE IS PATCHED.

THE BOTTOM OF SIGNS MOUNTED ON BARRICADES OR TEMPORARY SUPPORTS SHALL BE NO LESS THAN 1 FOOT ABOVE THE TRAVELED WAY.

ALL CHANNELIZATION, FLAGGERS, SIGNS, EQUIPMENT, ETC. SHALL BE ADJUSTED FOR VERTICAL AND HORIZONTAL CURVES, AND / OR SITE DISTANCE ISSUES.

ON YAKIMA COUNTY ROADS, WHEN A FLAGGER IS FLAGGING AT THE SAME LOCATION AS AN EXISTING STOP SIGN, THE STOP SIGN SHALL BE COVERED. WHEN FLAGGING OPERATIONS ARE COMPLETED AT THE STOP SIGN LOCATION THE SIGN SHALL BE UNCOVERED.
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LANE CLOSURE FOR THREE BM TRANSITION INSTALLATION-TYPICAL PLAN

SIGN LEGEND (CLASS B SIGNS)

<table>
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<tr>
<th>Type</th>
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<tr>
<td>W20-1</td>
<td>ROAD WORK AHEAD</td>
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<tr>
<td>W20-2</td>
<td>WEEKEND ROAD WORK</td>
</tr>
<tr>
<td>W20-3</td>
<td>WEEKEND ROAD WORK</td>
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<td>W20-4</td>
<td>LANE ROAD AHEAD</td>
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<td>MOTORCYCLES USE EXTREME CAUTION</td>
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<tr>
<td>620-2</td>
<td>END ROAD WORK</td>
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