CONTRACT SPECIFICATIONS

For The Construction Of:

ELEPHANT MOUNTAIN COMMUNICATION SITE
PHASE 1

Federal Aid Project No.: CFDA NO. 97.004 - ODP

Yakima County Project No. E 53193
Phase 1
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
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DELIVERY OF PROPOSALS

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

Office of the Board of County Commissioners of Yakima County, Room 416, Yakima County Courthouse, Yakima, Washington 98901 until 2:00 p.m. of the bid opening date.

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

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

DATE OF OPENING BIDS

The bid opening date for this project shall be April 25, 2006.

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

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

FORM FURNISHED:

Each bid must be made on the form attached to these Specifications.

This project is a federal-aid funded project. Yakima County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 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 shall affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color or national origin in consideration for an award.

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
This certifies that the undersigned has examined the location of the noted project

**E 53193 Phase 1 – Elephant Mountain Communication Site**
(Konnowac Pass Rd. to Moxee Dump Rd. turn right following canal bank road turn left through the orchard through the gate up the hill to the site. Four wheel drive vehicle)

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Item Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CONCRETE SLABS</td>
<td>4</td>
<td>C.Y.</td>
<td>$</td>
<td></td>
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<tr>
<td>2</td>
<td>INSTALL FENCING</td>
<td>228</td>
<td>L.F.</td>
<td>$</td>
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<tr>
<td>3</td>
<td>INSTALL GENERATOR</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
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<td>4</td>
<td>INSTALL PROPANE TANK</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
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**BID AMOUNT E 53193 PHASE 1**

**WASHINGTON STATE SALES TAX 7.9%**

**TOTAL BID AMOUNT E 53193 PHASE 1**
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.B.I. 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: E.53193 Phase 1.
LETTER OF RESPONSIBILITY

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

Dear Sirs:

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

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

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

DESCRIPTION OF WORK:
E 53193 Phase 1 – Elephant Mountain Communication Site

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.
To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The successful bidder's DBE Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-753-9693.

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

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

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

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

*** The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal or the average goal attainment of all bidders. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. DOT Form 272-056 EF, Revised 6/2004.
DEFINITION OF TERMS

In interpreting these specifications, the following definitions shall prevail:


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

BOARD: The Board of County Commissioners of Yakima County.

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

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

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

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

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

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

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

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

AMOUNT OF THE CONTRACT: For the purpose of awarding the contract and determining the amount of the bond, the lump sum bid, or the summation of the products of the approximate quantities shown on the plans or otherwise stated by the unit prices will be considered the total amount of the bid and the full amount of the contract price.
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:

I. The CONTRACTOR shall do all work and furnish all tools, materials and equipment for E 53193 Phase 1 – Elephant Mountain Communication Site and shall perform any changes in the work in accordance with the Contract Documents. “Contract Documents” are this Contract, the attached Plans and Specifications and the current edition of the Standard Specifications of the Washington State Department of Transportation and American Public Works Association which are by this reference incorporated herein and made a part hereof. In using said Standard Specifications and Amendments thereto, “Secretary of Transportation”, “Engineer” and like terms used therein will be construed to mean Yakima County Engineer and “State” or “Thurston County” shall mean Yakima County.

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

CONTRACTOR

Signature

Print or Type Name of Person Signing

Title

Foregoing Contract approved and ratified __________, 20______.

Surety

Attorney-in-fact

Chair

Commissioner

Commissioner

ATTEST: Clerk of the Board

Carla M. Ward

Approved as to form:

Deputy Prosecuting Attorney
PERFORMANCE BOND
(RCW 39.06)

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

THE CONDITION of this bond is such that WHEREAS, on ________________, 20____, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of E 53193 Phase 1 - Elephant Mountain Communication Site 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: ____________________________

Title: ____________________________

Chair of the Board of
Yakima County Commissioners

Date: ____________________________, 20____

Approved as to form:

Deputy Prosecuting Attorney

Name of Local Office of Agent

Address of Local Office Agent

BOND NUMBER ____________________________

YAKIMA COUNTY CONTRACT NUMBER ____________________________
Amendments to Standard Specifications
AMENDMENTS TO THE STANDARD SPECIFICATIONS

E 53193 PHASE 1 – ELEPHANT MOUNTAIN COMMUNICATION SITE

YAKIMA COUNTY, WASHINGTON

INTRODUCTION
The following Amendments and Special Provisions shall be used in conjunction with the 2006 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 1-04, SCOPE OF THE WORK
April 3, 2006

1-04.6 Variation in Estimated Quantities
The third paragraph beginning with “If the adjusted final quantity of any items”, is revised to read:

If the adjusted final quantity of any item does not vary from the quantity shown in the proposal by more than 25%, then the Contractor and the Contracting Agency agree that all work under that item will be performed at the original contract unit price.

SECTION 1-06, CONTROL OF MATERIAL
April 3, 2006

1-06.1 Approval of Materials Prior To Use
The second sentence in the first paragraph is revised to read:

The Contractor shall use the Qualified Product List (QPL), the Aggregate Source Approval (ASA) Database, or the Request for Approval of Material (RAM) form.

Number 1 under the second paragraph is revised to read:

1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;
1-06.1(1) Qualified Products List (QPL)
This section is supplemented with the following:

The current QPL can be accessed on-line at www.wsdot.wa.gov.biz/mats/QPL/QPL.cfm.

The following new sub-section is inserted to follow 1-06.1(2).

1-06.1(3) Aggregate Source Approval (ASA) Database
The ASA is a database containing the results of WSDOT preliminary testing of aggregate sources. This database is used by the Contracting Agency to indicate the approval status of these aggregate sources for applications that require preliminary testing as defined in the contract. The ASA ‘Aggregate Source Approval Report’ identifies the currently approved applications for each aggregate source listed. The acceptance and use of these aggregates is contingent upon additional job sampling and/or documentation.

Aggregates approved for applications on the ASA ‘Aggregate Source Approval Report’ not conforming to the specifications, not fulfilling the acceptance requirements, or improperly handled or installed, shall be replaced at the Contractor’s expense.

For questions regarding the approval status of an aggregate source, contact the WSDOT Regional Materials Engineer for the Region the source is located in. The Contracting Agency reserves the right to make revisions to the ASA database at anytime.

If there is a conflict between the ASA database and the contract, then the contract shall take precedence over the ASA database in accordance with Section 1-04.2. The ASA database can be accessed on-line at www.wsdot.wa.gov.biz/mats/ASA.

1-06.2(2)D Quality Level Analysis
Item 9 under the first paragraph is revised to read:

9. Determine the Composite Pay Factor (CPF) for each lot.

\[
CPF = \frac{\mu_f} {\sum_{i=1}^{n} f_i(PF_i)}
\]

where: \( f_i \) = price adjustment factor listed in these Specifications for the applicable material

\( j \) = number of constituents being evaluated
SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC
January 3, 2006

1-07.10 Worker’s Benefits
The fourth paragraph is revised to read:

The Public Works Contract Division of the Washington State Department of Labor
and Industries will provide the Contractor with applicable insurance and
medical aid classification and premium rates. After receipt of Revenue Release from
the Washington State Department of Revenue, the contracting agency will verify
through the Department of Labor and Industries that the Contractor is current with
respect to the payments of industrial insurance and medical aid premiums.

1-07.15 Temporary Water Pollution/Erosion Control
The first paragraph is revised to read:

In an effort to prevent, control, and stop water pollution and erosion within the project,
thereby protecting the work, nearby land, streams, and other bodies of water, the
Contractor shall perform all work in strict accordance with all Federal, State, and local
laws and regulations governing waters of the State, as well as permits acquired for the
project.

SECTION 1-08, PROSECUTION AND PROGRESS
April 3, 2006

1-08.3 Progress Schedule
Section 1-08.3 and all subsections are deleted in their entirety and replaced with the
following:

1-08.3 Progress Schedule
1-08.3(1) General Requirements
The Contractor shall submit Type A or Type B Progress Schedules and
Schedule Updates to the Engineer for approval. Schedules shall show work
that complies with all time and order of work requirements in the contract.
Scheduling terms and practices shall conform to the standards established in
Construction Planning and Scheduling, Second Edition, published by the
Associated General Contractors of America. Except for Weekly Look-Ahead
Schedules, all schedules shall meet these General Requirements, and provide
the following information:

1. Include all activities necessary to physically complete the project.

2. Show the planned order of work activities in a logical sequence.

3. Show durations of work activities in working days as defined in
Section 1-08.5.
4. Show activities in durations that are reasonable for the intended work.

5. Define activity durations in sufficient detail to evaluate the progress of individual activities on a daily basis.

6. Show the physical completion of all work within the authorized contract time.

The Contracting Agency allocates its resources to a contract based on the total time allowed in the contract. The Contracting Agency may accept a Progress Schedule indicating an early physical completion date but cannot guarantee the Contracting Agency's resources will be available to meet an accelerated schedule. No additional compensation will be allowed if the Contractor is not able to meet their accelerated schedule due to the unavailability of Contracting Agency's resources or for other reasons beyond the Contracting Agency's control.

If the Engineer determines that the Progress Schedule or any necessary Schedule Update does not provide the required information, then the schedule will be returned to the Contractor for correction and resubmittal.

The Engineer's approval of any schedule shall not transfer any of the Contractor's responsibilities to the Contracting Agency. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the contract.

1-08.3(2) Progress Schedule Types
Type A Progress Schedules are required on all projects that do not contain the bid item for Type B Progress Schedule. Type B Progress Schedules are required on all projects that contain the bid item for Type B Progress Schedule. Weekly Look-Ahead Schedules and Schedule Updates are required on all projects.

1-08.3(2)A Type A Progress Schedule
The Contractor shall submit five copies of a Type A Progress Schedule no later than the first working day of the contract as defined in Section 1-08.5. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.3(2)B Type B Progress Schedule
The Contractor shall submit a preliminary Type B Progress Schedule no later than five calendar days after the date the contract is executed. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60 working days of the project.
The Contractor shall submit five copies of a Type B Progress Schedule no later than 30 calendar days after the date the contract is executed. The schedule shall be a critical path method (CPM) schedule developed by the Precedence Diagramming Method (PDM). Restraints may be utilized, but may not serve to change the logic of the network or the critical path. The schedule shall display at least the following information:

- Contract Number and Title
- Construction Start Date
- Critical Path
- Activity Description
- Milestone Description
- Activity Duration
- Predecessor Activities
- Successor Activities
- Early Start (ES) and Early Finish (EF) for each activity
- Late Start (LS) and Late Finish (LF) for each activity
- Total Float (TF) and Free Float (FF) for each activity
- Physical Completion Date
- Data Date

The Engineer will evaluate the Type B Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.3(2)C Vacant

1-08.3(2)D Weekly Look-Ahead Schedule

Each week that work will be performed, the Contractor shall submit a Weekly Look-Ahead Schedule showing the Contractor's and all subcontractors' proposed work activities for the next two weeks. The Weekly Look-Ahead Schedule shall include the description, duration and sequence of work, along with the planned hours of work. This schedule may be a network schedule, bar chart, or other standard schedule format. The Weekly Look-Ahead Schedule shall be submitted to the Engineer by the midpoint of the week preceding the scheduled work or some other mutually agreed upon submittal time.

The Contractor shall submit five copies of a Type A or Type B Schedule Update within 15 calendar days of receiving a written request, or when an update is required by any other provision of the contract. A "significant" delay in time is defined as 10 working days or 10 percent of the original contract time, whichever is greater.

1-08.3(3) Schedule Updates

The Engineer may request a Schedule Update when any of the following events occur:

1. The project has experienced a change that affects the critical path.
2. The sequence of work is changed from that in the approved schedule.

3. The project is significantly delayed.

4. Upon receiving an extension of contract time.

In addition to the other requirements of this Section, Schedule Updates shall reflect the following information:

1. The actual duration and sequence of as-constructed work activities, including changed work.

2. Approved time extensions.

3. Any construction delays or other conditions that affect the progress of the work.

4. Any modifications to the as-planned sequence or duration of remaining activities.

5. The physical completion of all remaining work in the remaining contract time.

Unresolved requests for time extensions shall be reflected in the Schedule Update by assuming no time extension will be granted, and by showing the effects to follow-on activities necessary to physically complete the project within the currently authorized time for completion.

1-08.3(4) Measurement
No specific unit of measurement shall apply to the lump sum item for Type B Progress Schedule.

1-08.3(5) Payment
Payment will be made in accordance with Section 1-04.1, for the following bid item when it is included in the proposal:

“Type B Progress Schedule”, lump sum.

The Lump Sum price shall be full pay for all costs for furnishing the Type B Progress Schedule and preliminary Type B Progress Schedule.

Payment of 80 percent of the lump sum price will be made upon approval of the Progress Schedule.

Payment will be increased to 100 percent of the lump sum price upon completion of 80 percent of the original total contract award amount.
All costs for providing Type A Progress Schedules and Weekly Look-Ahead Schedules are considered incidental to other items of work in the contract.

No payment will be made for Schedule Updates that are required due to the Contractors operations. Schedule Updates required by events that are attributed to the actions of the Contracting Agency will be paid for in accordance with Section 1-09.4.

1-08.4 Prosecution of Work
The first sentence is revised to read:

The Contractor shall begin work within 21 calendar days from the date of execution of the contract by the Contracting Agency, unless otherwise approved in writing.

1-08.5 Time for Completion
This section is revised to read:

The Contractor shall complete all physical contract work within the number of “working days” stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-08.8. Every day will be counted as a “working day” unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. 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.

An unworkable day is defined as a half or whole day the Engineer declares to be unworkable because of weather or conditions caused by the weather that prevents satisfactory and timely performance of the work shown on the critical path of the Contractor’s approved progress schedule. Other conditions beyond the control of the Contractor may qualify for an extension of time in accordance with Section 1-08.8.

Contract time shall begin on the first working day following the 21st calendar day after the date the Contracting Agency executes the contract. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins. The contract provisions may specify another starting date for contract time, in which case, time will begin on the starting date specified.

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 half 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.

The Engineer will give the Contractor written notice of the physical completion date for all work the contract requires. That date shall constitute the physical completion date of the contract, but shall not imply the Secretary’s acceptance of the work or the contract.

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. FHWA 47 (Federal-aid Projects)
   e. Final Contract Voucher Certification

1-08.8 Extensions of Time

Section 1-08.8 is revised to read:

The Contractor shall submit any requests for time extensions to the Engineer in writing no later than 10 working days after the delay occurs. The requests for time extension shall be limited to the affect on the critical path of the Contractor’s approved schedule attributable to the change or event giving rise to the request.

To be considered by the Engineer, the request shall be in sufficient detail (as determined by the Engineer) to enable the Engineer to ascertain the basis and amount of the time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) had a specific impact on the critical path, and except in cases of concurrent delay, was the sole cause of such impact, and (2) could not
have been avoided by resequencing of the work or by using other reasonable alternatives.
If a request combined with previous extension requests, equals 20 percent or more of the
original contract time then the Contractor's letter of request must bear consent of Surety.
In evaluating any request, the Engineer will consider how well the Contractor used the
time from contract execution up to the point of the delay and the effect the delay has on
any completion times included in the special provisions. The Engineer will evaluate and
respond within 15 calendar days of receiving the request.

The authorized time for physical completion will be extended for a period equal to the
time the Engineer determines the work was delayed because of:

1. Adverse weather causing the time requested to be unworkable, provided that
   the Engineer had not already declared the time to be unworkable and the
   Contractor has filed a written protest according to Section 1-08.5.

2. Any action, neglect, or default of the Contracting Agency, its officers, or
   employees, or of any other contractor employed by the Contracting Agency.

3. Fire or other casualty for which the Contractor is not responsible.

4. Strikes.

5. Any other conditions for which these Specifications permit time extensions
   such as:

   a. In Section 1-04.4 if a change increases the time to do any of the work
      including unchanged work.

   b. In Section 1-04.5 if increased time is part of a protest that is found to be
      a valid protest.

   c. In Section 1-04.7 if a changed condition is determined to exist that
      caused a delay in completing the contract.

   d. In Section 1-05.3 if the Contracting Agency does not approve properly
      prepared and acceptable drawings within 30 calendar days.

   e. In Section 1-07.13 if the performance of the work is delayed as a result
      of damage by others.

   f. In Section 1-07.17 if the removal or the relocation of any utility by
      forces other than the Contractor caused a delay.

   g. In Section 1-07.24 if a delay results from all the right of way necessary
      for the construction not being purchased and the special provisions
      does not make specific provisions regarding unpurchased right of way.
h. In Section 1-08.6 if the performance of the work is suspended, delayed, or interrupted for an unreasonable period of time that proves to be the responsibility of the Contracting Agency.

i. In Section 1-09.11 if a dispute or claim also involves a delay in completing the contract and the dispute or claim proves to be valid.

j. In Section 1-09.6 for work performed on a force account basis.

6. If the actual quantity of work performed for a bid item was more than the original plan quantity and increased the duration of a critical activity. Extensions of time will be limited to only that quantity exceeding the original plan quantity.

7. Exceptional causes not specifically identified in items 1 through 6, provided the request letter proves the Contractor had no control over the cause of the delay and could have done nothing to avoid or shorten it.

Working days added to the contract by time extensions, when time has overran, shall only apply to days on which liquidated damages or direct engineering have been charged, such as the following:

If substantial completion has been granted prior to all of the authorized working days being used, then the number of days in the time extension will eliminate an equal number of days on which direct engineering charges have accrued. If the substantial completion date is established after all of the authorized working days have been used, then the number of days in the time extension will eliminate an equal number of days on which liquidated damages or direct engineering charges have accrued.

The Engineer will not allow a time extension for any cause listed above if it resulted from the Contractor's default, collusion, action or inaction, or failure to comply with the contract.

The Contracting Agency considers the time specified in the special provisions as sufficient to do all the work. For this reason, the Contracting Agency will not grant a time extension for:

- Failure to obtain all materials and workers unless the failure was the result of exceptional causes as provided above in subsection 7;

- Changes, protests, increased quantities, or changed conditions (Section 1-04) that do not delay the completion of the contract or prove to be an invalid or inappropriate time extension request;

- Delays caused by nonapproval of drawings or plans as provided in Section 1-05.3;

- Rejection of faulty or inappropriate equipment as provided in Section 1-05.9;
- Correction of thickness deficiency as provided in Section 5-05.5(1)B.

The Engineer will determine whether the time extension should be granted, the reasons for the extension, and the duration of the extension, if any. Such determination will be final as provided in Section 1-05.1.

SECTION 1-09, MEASUREMENT AND PAYMENT
January 3, 2006

1-09.9(1) Retainage
The fourth paragraph is revised to read:

Release of the retainage will be made 60 days following the Completion Date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

1. On contracts totaling more than $20,000, 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 is current with payments of industrial insurance and medical aid premiums.

5. All claims, as provided by law, filed against the retainage have been resolved. In the event claims are filed and provided the conditions of 1, 2, 3 and 4 are met, the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the Contracting Agency sufficient to pay the cost of foreclosing on claims and to cover attorney’s fees.

SECTION 2-09, STRUCTURE EXCAVATION
January 3, 2006

2-09.3(1)E Backfilling
Item 1 of the first paragraph under Compaction is revised to read:

1. Backfill supporting roadbed, roadway embankments, or structures, including backfill providing lateral support for noise barrier wall foundations, luminaire poles, traffic signal standards, and roadside and overhead sign structure foundations — placed in horizontal layers no more than 6 inches thick with each layer compacted to
95 percent of the maximum density determined by the Compaction Control Test, Section 2-03.3(14)D.

SECTION 6-02, CONCRETE STRUCTURES
April 3, 2006

6-02.3(2)A Contractor Mix Design
The following new sentence is inserted after the first sentence in the fourth paragraph.

An alternate combined aggregate gradation conforming to Section 9-03.1(5) may also be used.

6-02.3(4)A Qualification of Concrete Suppliers
The first paragraph and the entire second paragraph (1 through 4) are deleted and replaced with the following:

Batch Plant Prequalification may be obtained through one of the following methods:

1. Certification by the National Ready Mix Concrete Association (NRMCA). Information concerning NRMCA certification may be obtained from the NRMCA at 900 Spring Street, Silver Springs, MD 20910 or online at www.nrmca.org. The NRMCA certification shall be good for a two year period. When this method of certification is used the following documentation shall be submitted to the project engineer.

   a. A copy of the current NRMCA Certificate of Conformance, the concrete mix design(s) (WSDOT Form 350-040), along with copies of the truck list, batch plant scale certification, admixture dispensing certification, and volumetric water batching devices (including water meters) verification.

2. Independent evaluation certified by a Professional Engineer using NRMCA checklist. The Professional Engineer shall be licensed under title 18 RCW, state of Washington, qualified in civil engineering. The independent certification using the NRMCA checklist shall be good for a two year period. When this method of certification is used the following documentation shall be submitted to the engineer.

   a. A copy of the Professional Engineer’s stamped and sealed NRMCA Verification of Inspection and Application for Certificate page from the NRMCA checklist, the concrete mix design(s) (WSDOT Form 350-040), along with copies of the truck list, batch plant scale certification, admixture dispensing certification, and volumetric water batching devices (including water meters) verification.
3. Inspection conducted by the Plant Manager, defined as the person directly responsible for the daily plant operation, using the NRMCA Plant Certification checklist. The Plant Manager certification shall be done prior to the start of a project, and every six months throughout the life of the project, and meet the following requirements:

a. The Agreement to Regularly Check Scales and Volumetric Batching Dispensers page in the NRMCA Plant Certification checklist shall be signed by the Plant Manager and notarized.

b. The signed and notarized Agreement to Regularly Check Scales and Volumetric Batching Dispensers page and a copy of the NRMCA Plant Certification checklist cover page showing the plant designation, address and Company operating plant shall all be submitted to the Project Engineer with the concrete mix design (WSDOT Form 350-040), along with copies of the truck list, batch plant scale certification, admixture dispensing certification, and volumetric water batching devices (including water meters) verification.

c. The NRMCA Plant Certification checklists shall be maintained by the Plant Manager and are subject to review at any time by the Contracting Agency.

d. Volumetric water batching devices (including water meters) shall be verified every 90 days.

6-02.3(5)H Sampling and Testing for Compressive Strength

This section including title is revised to read:

6-02.3(5)H Sampling and Testing for Compressive Strength and Initial Curing

Acceptance testing for compressive strength shall be conducted at the same frequency as the acceptance tests for temperature, consistency, and air content.

The Contractor shall provide, and maintain cure boxes for curing concrete cylinders. The Contractor shall also provide, maintain and operate all necessary power sources and connections needed to operate the curing box. Concrete cylinders shall be cured in a cure box in accordance with WSDOT FOP for AASHTO T 23. The cure boxes shall maintain a temperature between 60°F and 80°F for concrete with specified strengths less than 6000 psi and between 68°F and 78°F for concrete with specified strengths of 6000 psi and higher. A minimum/maximum thermometer shall be installed to measure the internal temperature of the cure box. The thermometer shall be readable from outside of the box and be capable of recording the high and low temperatures in a 24-hour period. The cure boxes shall create an environment that prevents moisture loss from the concrete specimens. The top shall have a working lock and the interior shall be rustproof. A moisture-proof seal shall be provided between the lid and the box. The cure box shall be the appropriate size to accommodate the number of concrete acceptance cylinders necessary or the Contractor shall provide...
additional cure boxes. Once concrete cylinders are placed in the cure box, the cure
box shall not be moved until the cylinders have been cured in accordance with these
specifications. When concrete is placed at more than one location simultaneously,
multiple cure boxes shall be provided.

The Contractor shall protect concrete cylinders in cure boxes from excessive vibration
and shock waves during the curing period in accordance with Section 6-02.3(6)D.

6-02.3(16) Plans for Falsework and Formwork
The address for FEDEX delivery following the fourth paragraph is revised to read:

Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(16)A Nonpreapproved Falsework and Formwork Plans
The address for FEDEX delivery following the first paragraph is revised to read:

Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(16)B Preapproved Formwork Plans
The address for FEDEX delivery following the second paragraph is revised to read:

Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(26)A Shop Drawings
The address for FEDEX delivery under Item 1 in the first paragraph is revised to read:

Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(28)A Shop Drawings
The first paragraph is revised to read:

Before casting the structural elements, the Contractor shall submit:
1. Seven sets of shop drawings for approval by the Department of
Transportation Bridge and Structures Engineer, Construction Support,
addressed as follows:

US Postal Service
P. O. Box 47340
Olympia, WA 98504-7340

FedEx
7345 Linderson Way SW
Tumwater, WA 98501-6504; and

2. Two sets of shop drawings to the Project Engineer.

6-02.4 Measurement
This section is supplemented with the following:

No specific unit of measure will apply to the lump sum item for cure box.

6-02.5 Payment
This section is supplemented with the following:

"Cure Box", lump sum.
The lump sum contract price for "Cure Box" shall be full pay for all costs for providing,
operating, maintaining, moving and removing the cure boxes and providing, maintaining
and operating all necessary power sources and connections needed to operate the curing
boxes.

SECTION 8-20, ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND
ELECTRICAL
April 3, 2006

8-20.3(2) Excavating and Backfilling
The third paragraph is revised to read:

The excavations shall be backfilled in conformance with the requirements of Section 2-
09.3(1)E, Structure Excavation.

8-20.3(4) Foundations
The second paragraph is revised to read:

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

The thirteenth paragraph is revised to read:

Both forms and ground which will be in contact with the concrete shall be thoroughly
moistened before placing concrete; however, excess water in the foundation excavation
will not be permitted. Foundations shall have set at least 72 hours prior to the removal of
the forms. All forms shall be removed, except when the Plans or Special Provisions
specifically allow or require the forms or casing to remain.
8-20.3(14)E Signal Standards
The second paragraph is revised to read:

Signal standards shall not be erected on concrete foundations until the foundations have attained 2400 psi or 14 days after concrete placement. Signal standards without mast arms may be erected after 72 hours. Type IV and V strain pole standards may be erected but the messenger cable (span wire) shall not be placed until the foundation has attained 2400 psi or 14 days after concrete placement.

SECTION 9-16, FENCE AND GUARDRAIL
April 3, 2006

9-16.1(1)A Post Material for Chain Link Fence
The two references in the second paragraph to “Standard Plan L 2” are revised to “ASTM F1043”.

Under Roll Form Material, the reference in the third paragraph to “Standard Plan L 2” is revised to “ASTM F1043”.

SECTION 9-29, ILLUMINATION, SIGNAL, ELECTRICAL
January 3, 2006

9-29.2(1) Standard Junction Box
This section including title is revised to read:

9-29.2(1) Standard Duty and Heavy Duty Junction Box
Concrete junction boxes shall have a minimum compressive strength of 6000 psi when reinforced with a welded wire hoop and 4000 psi when reinforced with welded wire fabric or fiber reinforcement. The frame shall be anchored to the box by welding the wire fabric to the frame or by welding headed studs 3/8 inch x 3 inches long, as specified in section 9-06.15, to the frame. The wire fabric shall be attached to the studs and frame with standard tie practices. The box shall contain ten studs located near the centerline of the frame and box wall. The studs shall be placed one anchor in each corner, one at the middle of each width and two equally spaced on each length of the box. For Standard Duty Junction boxes the steel frame, lid support, and lid shall be painted with a black paint containing rust inhibitors or painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3 or hot dip galvanized in accordance with ASTM A 111. For Heavy Duty Junction Boxes the steel frame, lid support and lid shall be painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3

Non-concrete junction boxes shall be gray in color and shall have an open bottom design with approximately the same inside dimensions as concrete junction boxes. Non-concrete junction box lids shall include a pull slot and shall be secured with two ½ inch stainless steel hex-head bolts factory coated with anti-seize compound and recessed into the cover. The tapped holes for the securing bolts shall extend completely through the box to prevent accumulation of debris. Bolts shall conform to ASTM F 593, stainless steel.

This section is supplemented with the following new sections:

9-29.2(1)A Standard Duty Junction Boxes
Standard Duty Junction Boxes are defined as Type 1, 2, 3, 7 and 8 concrete and non-concrete junction boxes and shall have a minimum load rating of 22,500 pounds, applied through a 10 inch. x 10 inch x 1 inch steel plate centered on the lid.
Type 1 non-concrete junction boxes with the same approximate interior dimensions are considered to be equivalent to any Type 1 concrete junction box. The Type 2 and 3 non-concrete junction boxes respectively are considered as equivalent to the type 2 and 3 concrete junction boxes with the approximate same interior dimensions.

Currently approved Type 1, 2, and 3 junction boxes shall remain approved, unless the design is modified. Any modification to approved junction boxes will require review or retesting for acceptance. The non-concrete junction boxes require testing by an independent testing lab, as described below.

Material for Type 1, 2, 3, 7 and 8 concrete junction boxes shall conform to the following:

- Concrete
  - Reinforcing Steel
  - Fiber Reinforcing
  - Lid
  - Frame
  - Lid Support & Handle
  - Anchors (studs)

- Section 6-02
- Section 9-07
- ASTM C 1116, Type III
- ASTM A786 diamond plate steel
- ASTM A786 diamond plate steel or
- ASTM A36 flat steel
- ASTM A36 steel
- Section 9-06.15

9.29.2(1)B Heavy Duty Junction Boxes

Heavy Duty Junction Boxes are defined as Type 4, 5, and 6 junction boxes and lids shall have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure.

Material for type 4, 5, and 6 concrete junction boxes shall conform to the following:

- Concrete
  - Reinforcing Steel
  - Lid
  - Frame and stiffener plates
  - Handle
  - Anchors (studs)
  - Bolts, Nuts, Washers

- Section 6-02
- Section 9-07
- ASTM A786 diamond plate steel, rolled from plate complying with ASTM A572,
  grade 50 or ASTM A588 with min. CVN toughness of 20 ft-lb at 40 degrees F
- ASTM A572 grade 50 or ASTM A588, both with min. CVN toughness of 20 ft-lb at 40 degrees F
- ASTM A36 steel
- Section 9-06.15
- ASTM F 593 or A 193, type 304 or 316

The lid stiffener plates shall bear on the frame. Mill so that there is full even contact, around the perimeter, between the bearing seat and lid stiffener plates, after fabrication of the frame and lid. The bearing seat and lid perimeter bar shall be free from burrs, dirt and other foreign debris that would prevent solid seating. Bolts and nuts shall be liberally coated with anti-seize compound. Bolts shall be installed snug tight. The bearing seat and lid perimeter bar shall be machined to allow a minimum of 75% of the bearing areas to be seated with a tolerance of 0.0 to 0.005 inches measured with a feeler gage. The bearing area percentage will be measured for each side of the lid as it bears on the frame.

9.29.2(1)C Testing Requirements

For fabrication approval by the Contracting Agency, junction boxes shall be tested, and a test report from an independent materials testing facility shall be provided showing compliance with the load test.

The test report shall certify that the box and cover meet or exceed the loading requirements and shall document the results of the load test. Three copies of the test report shall be furnished to the Contracting Agency. The report shall include the following information:
Prior to installation of junction boxes, the contractor shall provide a certified test report, prepared by an independent testing lab which documents results of testing done by the independent testing lab for the manufacturer. The test report shall certify that the boxes meet or exceed the loading requirements and shall document the results of the load test listed below. The independent testing lab shall meet the requirements of AASHTO R 18. Representatives of the State Materials Lab shall witness the test and sign the test report. The Contractor shall give the Engineer 30 days notice prior to testing.

**Testing for Standard Duty Junction Boxes**

Standard Duty Junction Boxes shall be load tested to 22,500 pounds. At each interval the test box shall be inspected for lid deformation, failure of the lid/ frame welds, vertical and horizontal displacement of the lid/ frame, cracks, and concrete spalling. The test load shall be applied uniformly through a 10 inch x 10 inch x 1 inch steel plate centered on the lid.

Concrete junction boxes will be considered to have withstood the test if none of the following conditions are exhibited:

1. Permanent deformation of the lid or any impairment to the function of the lid.
2. Vertical or horizontal displacement of the lid frame.
3. Cracks wider than 0.012 inches that extend 12 inches or more.
4. Fracture or cracks passing through the entire thickness of the concrete.
5. Spalling of the concrete.

Non concrete junction boxes will be considered to have withstood the test if none of the following conditions are exhibited:

1. Permanent deformation of the lid or lid frame or any impairment to the function of the lid.
2. Vertical or horizontal displacement of the lid frame.
3. Fracturing of the sidewall or lid.
4. Displacement of lid or junction box side.

**Testing for Heavy Duty Junction Boxes**

Heavy duty junction boxes shall be load tested to 46,000 pounds and then to 60,000 pounds. The test load shall be applied in both longitudinal and transverse orientations. At each interval the test box shall be inspected for lid deformation, failure of the lid/ frame welds, vertical and horizontal displacement of the lid frame, cracks, and concrete spalling. The test load shall be applied uniformly through a 10-inch x 20-inch x 1-inch steel plate centered on the lid.

Heavy duty junction boxes will be considered to have withstood the 46,000 pounds test if none of the following conditions are exhibited:

1. Permanent deformation of the lid or any impairment to the function of the lid.
2. Vertical or horizontal displacement of the lid frame.
3. Cracks wider than 0.012-inches that extend 12-inches or more.
4. Fracture or cracks passing through the entire thickness of the concrete.
5. Spalling of the concrete.
Heavy duty junction boxes will be considered to have withstood the 60,000 pounds test if none of the following conditions are exhibited:

1. The lid is operational.
2. The lid is securely fastened.
3. The welds have not failed.
4. Permanent dishing or deformation of the lid is 1/4 inch or less.
5. No buckling or collapse of the box.

9-29.6(2) Slip Base Hardware
The last sentence in the first paragraph is revised to read:

Plate washers shall conform to ASTM A 36, and also shall conform to the flatness tolerances specified in AASHTO M 293 for circular washers.
Special Provisions
SPECIAL PROVISIONS

The following Special Provisions are made a part of this contract and supersede any conflicting provisions of the 2006 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
(Revised GSP) Notes a revision to a General Special Provision
(Project Specific Special Provision) Notes a Project Specific Provision
(Regions' 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:

Regions'
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)
This contract provides for the improvement of the Elephant Mountain Communication Site by constructing concrete slabs, installing a generator, installing a propane tank, installing a perimeter fence, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications. The Contractor shall make arrangements with the Engineer to visit the site previous to submitting a bid. The approach to the site is on a steep terrain requiring a four-wheeled drive vehicle.
FUNDS

Federal Homeland Security are involved in the construction of these improvements

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(October 1, 2005 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.

Contract Completion Date
The date by which the work is contractually required to be physically completed. The Contract
Completion Date will be stated in the Notice to Proceed. Revisions of this date will be
authorized in writing by the Engineer whenever there is an extension to the contract time.

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

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

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

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

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

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

1-02  BID PROCEDURES AND CONDITIONS

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

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

Bidders shall be qualified by experience, financing, equipment, and organization to do the
work called for in the Contract Documents. The Contracting Agency reserves the right to take
whatever action it deems necessary to ascertain the ability of the bidder to perform the work
satisfactorily.
1-02.2 Plans and Specifications
(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (8 1/2&quot; x 11&quot;)</td>
<td>4</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>and Contract Provisions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large plans (22&quot; x 34&quot;)</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
<tr>
<td>and Contract Provisions</td>
<td></td>
<td></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.

(March 13, 1995)

1-02.4 Examination Of Plans, Specifications And Site Of Work
Section 1-02.4, is supplemented with the following:

The soils information used for study and design of this project is available for review by the bidder at the following address:

Yakima County Public Works Department
128 North Second Street, Room 408
Yakima, WA 98901-2614

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
(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 Proposals

The Bid opening date for this project shall be **April 25, 2006**.

Sealed bids shall be received at the following location before the specified time:

Board of County Commissioners of Yakima County, Room 232, Yakima County Courthouse, Yakima, Washington 98901, until **2:00 p.m.** of the bid opening 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.

The bids shall be publicly opened and read after **2:00 p.m.** on this date.

1-02.13 Irregular Proposals

(October 1, 2005 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
   a. The bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed proposal form contains any unauthorized additions, deletions, alternate bids, or conditions;
   d. The bidder adds provisions reserving the right to reject or accept the award, or enter into the contract;
   e. A price per unit cannot be determined from the bid proposal;
   f. The proposal form is not properly executed;
   g. The bidder fails to submit or properly complete a subcontractor list, if applicable, as required in Section 1 02.6.
   h. The bidder fails to submit or properly complete a Disadvantaged, Minority or Women's Business Enterprise Certification, if applicable, as required in Section 1-02.6; or
   i. The bid proposal does not constitute a definite and unqualified offer to meet the material terms of the bid invitation.

1-02.14 Disqualification of Bidders

(October 1, 2005 APWA GSP)

Revise this section to read:

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

1. More than one proposal is submitted for the same project from a bidder under the same or different names;
2. Evidence of collusion exists with any other bidder or potential bidder. Participants in 
collusion will be restricted from submitting further bids;
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;
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; progress; affirmative action; equal employment opportunity practices; or 
Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business 
Enterprise utilization;
5. There is uncompleted work (Contracting Agency or otherwise) which might hinder or 
prevent the prompt completion of the work bid upon;
6. The bidder failed to settle bills for labor or materials on past or current contracts;
7. The bidder has failed to complete a written public contract or has been convicted of a 
crime arising from a previous public contract;
8. The bidder is unable, financially or otherwise, to perform the work;
9. A bidder is not authorized to do business in the State of Washington (not registered in 
accordance with RCW 18.27);
10. There are any other reasons deemed proper by the Contracting Agency.

1-02.15  Pre Award Information
(October 1, 2005 APWA GSP)

Revise this section to read:

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1  Consideration of Bids
(October 1, 2005 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. 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
(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

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 remediing 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
(October 1, 2005 APWA GSP)

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor’s qualifications pursuant to Section 1-02.1, the Contracting Agency will take these performance reports into account.

Add the following new section:

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

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

Add the following new section:

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

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.
1-06  CONTROL OF MATERIAL

Foreign Made Materials
Section 1-06 is supplemented with the following:

(March 13, 1995)
The major quantities of steel and iron construction material that is permanently incorporated
into the project shall consist of American-made materials only.

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

American-made material is defined as material having all manufacturing processes occur in
the United States. 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. 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 350-109 provided by the Engineer, or such
other form the Contractor chooses, provided it contains the same information as DOT Form
350-109.

(October 25, 1999)
The following items of work containing steel or iron construction materials are considered to be temporary and are excluded from the requirements for American-made materials described in the above paragraphs:

- Temporary casing and casing shoring for shafts
- Temporary shoring for excavation
- Piles, bracing, rails, etc. for the temporary work platform for construction of the new bridge and the temporary work trestle for removal of the existing bridge
- Girder launching truss and the temporary piles that support it

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(January 5, 2004)

Lead Health Protection Program
Structural and non-structural materials located at the project site in the superstructure of the existing bridge contain lead-based products. The Contractor shall be fully responsible for the safety and health of all on-site workers and compliant with Washington Administrative Code (WAC 296-155-176). The Contractors Lead Health Protection Program shall be sent to the Contracting Agency at least 2 weeks prior to the Contractor beginning work involving exposure to lead contamination. The Contractor shall communicate with the Project Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers.

Construction Requirements
The Contractor shall be responsible for the containment measures required to provide and maintain a safe and healthful jobsite for the duration of the project in accordance with all applicable laws and this Special Provision.

Payment
All costs to comply with this Special Provision for the Lead Health Protection laws and regulations are the responsibility of the Contractor and shall be included in related items of work.

1-07.2 State Sales Tax

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

1-07.2 State Sales Tax

(October 1, 2005 APWA GSP)

1-07.2(1) General

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(4) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.
The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(3) describes this exception.

The Contracting Agency will pay the retained percentage only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 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).
1-07.5 Fish And Wildlife and Ecology Regulations

(August 1, 2005)

State Departments of Fish And Wildlife

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

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

See Appendix A

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

When work described in the contract is to be performed below the ordinary high water line within areas designated as sensitive or to be protected, that work shall be performed between the dates of June 1st and October 31st.

1-07.6 Permits And Licenses

Section 1-07.6 is supplemented with the following:

(March 13, 1995)

 Corps Of Engineers Permits For Construction

The Contracting Agency has obtained a Corps of Engineers permit for this project (Permit Number 200401336). All contacts with the Corps of Engineers concerning this permit shall be through the Engineer. A copy of the permit is available at the Engineer's Office. The Contractor shall, at no expense to the Contracting Agency, comply with all requirements of the Corps of Engineers in the construction of this project and shall secure additional permits as are necessary.

(******)

National Marine Fisheries Department (NMFS) Requirements

The NMFS has issued a Biological Opinion for this project in conjunction with their consultation on the Biological Assessment (Tracking No. 2003/01412). Within the Biological Opinion there are conservation measures, reasonable and prudent measures, and terms and conditions that shall be adhered to by the Contractor. These requirements are attached as Appendix C and are made a part of this contract. The Contractor shall, at no expense to the Contracting Agency, comply with all requirements of the NMFS in the construction of this project and shall secure additional permits as are necessary.

1-07.7 Load Limits

Section 1-07.7 is supplemented with the following:

(******)

If the sources of materials provided by the Contractor of the County require hauling over roads other than County Highways, the Contractor shall, at his own cost and 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:

(October 6, 2003)
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.
WA030001.

(January 7, 2002)
Application of Wage Rates For The Occupation Of Landscape Construction
State prevailing wage rates for public works contracts are included in this contract and
show a separate listing for the occupation:

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

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

Laborers with the occupation description, Landscaping or Planting, or

Power Equipment Operators with the occupation description, Mulch Seeding
Operator.

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

If Federal wage rates do not include any rates specified as applicable to landscaping
work, the Contractor shall assume the Federal wage rates did not take landscaping into
consideration. In these instances the minimum wage rate shall be the State wage rate for
the occupations specified as applicable to landscape construction.

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

(March 6, 2000)
Requirement For Affirmative Action to Ensure Equal Employment Opportunity (Executive
Order 11246)

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

**Women - Statewide**

<table>
<thead>
<tr>
<th>Timetable</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Until further notice</td>
<td>6.9%</td>
</tr>
<tr>
<td>Minorities - by Standard Metropolitan Statistical Area (SMSA)</td>
<td></td>
</tr>
</tbody>
</table>

**Yakima, WA:**

<table>
<thead>
<tr>
<th>SMSA Counties:</th>
<th>Goal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yakima, WA</td>
<td>9.7%</td>
</tr>
<tr>
<td>WA Yakima</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

**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-action, 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).

(August 2, 2004)

Disadvantaged Business Enterprise Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR part 26 apply to this contract. The requirements of this contract are to encourage DBE participation, supply a bidder’s list, and to report race neutral accomplishments quarterly as described in this special provision. No preference will be included in the evaluation of bids/proposals, no minimum level of DBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis.

DBE Goals

No DBE goals have been assigned as a part of this contract.

Affirmative Efforts to Solicit DBE Participation

DBE firms shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. Contractors are encouraged to:
1. Advertise opportunities for Subcontractors or suppliers in a manner reasonably
designed to provide DBEs capable of performing the work with timely notice of
such opportunities. All advertisements should include a provision encouraging
participation by DBE firms and may be done through general advertisements
(e.g. newspapers, journals, etc.) or by soliciting bids/proposals directly from
DBEs.

2. Utilize the services of available minority community-based organizations,
minority contractor groups, local minority assistance offices and organizations
that provide assistance in the recruitment and placement of DBEs and other
small businesses.

In addition, the Office of Minority and Women’s Business Enterprises has two
DBE Supportive Services Offices available to assist you as follows:

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

3. Establish delivery schedules, where requirements of the contract allow, that
encourage participation by DBEs and other small businesses.

4. Achieve attainment through joint ventures.

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

**DBE Eligibility (for reporting purposes only)**

**Selection of DBEs:**
DBEs utilized on the contract will be eligible to be counted as race neutral
participation only if the firm is identified as a DBE on the current list of firms
certified by the Office of Minority and Women’s Business Enterprises (OMWBE),
the DBE firm is certified in the corresponding NAICS code(s) for the type of work
to be performed, and the DBE firm performs a commercially useful function. A list
of firms certified by OMWBE, including the NAICS codes for which they are
certified, is available from that office and on line through their website
(www.omwbe.wa.gov/directory/directory.htm) or by telephone at (360) 704-1181.

**Counting DBE Participation For Reporting Race Neutral Accomplishments**
When a DBE firm participates in a contract, only the value of the work actually
performed by the DBE will be counted as race-neutral participation.

   1. Count the entire amount of the portion of the contract that is performed by the
   DBE's own forces. Include the cost of supplies and materials obtained by the
   DBE for the work of the contract, including supplies purchased or equipment
   leased by the DBE (except supplies and equipment the DBE Subcontractor
   purchases or leases from the Prime Contractor or its affiliate, unless the Prime
   Contractor is also a DBE). Work performed by a DBE, utilizing resources of
   the Prime Contractor or its affiliates will not be counted as race-neutral
   participation. 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
erode a DBE firm’s ability to perform a Commercially Useful Function (See
discussion of CUF, below).

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

3. When a DBE subcontracts part of the work of its contract to another firm,
the value of the subcontracted work may be counted as race neutral
participation only if the DBE’s lower tier Subcontractor is also a DBE.
Work that a DBE Subcontracts to a non-DBE firm does not count as race
neutral participation.

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

DBE Prime Contractor
A DBE prime Contractor may only count the work performed with its own forces and the
work performed by DBE Subcontractors and DBE suppliers.

Joint Venture
When a DBE performs as a participant in a joint venture, only that portion of the total
dollar value of the contract equal to the distinct, clearly defined portion of the work that the
DBE performs with its own forces will count as race neutral participation.

Commercially Useful Function
Payments to a DBE firm will count as race neutral participation only if the DBE is
performing a commercially useful function on the contract.

1. A DBE performs a commercially useful function when it is responsible for
execution of the work of the contract and is carrying out its responsibilities by
actually performing, managing, and supervising the work involved. To perform
a commercially useful function, the DBE must also be responsible, with respect
to materials and supplies used on the contract, for negotiating price,
determining quality and quantity, ordering the material, installing (if applicable)
and paying for the material itself.

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

Trucking
Use the following factors in determining whether a DBE trucking company is performing a
commercially useful function:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is listed on a particular contract.

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

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

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

5. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE may report race-neutral participation for the total value of the transportation services the lessee DBE provides on the contract.

6. The DBE may also lease trucks from a non-DBE firm and may enter an agreement with an owner-operator who is a non-DBE. The DBE who leases trucks from a non-DBE or employs a non-DBE owner-operator is entitled to count race-neutral participation only for the fee or commission it receives as a result of the lease arrangement. The DBE may not count the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

7. In any lease or owner-operator situation, as described in paragraphs 5 & 6 above, the following rules shall apply:

   - The DBE is limited to leasing or renting two additional trucks for each truck owned by the DBE trucking firm. The total number of leased or rented trucks shall include owner-operator arrangements.

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

   - Only the vehicle, (not the operator) is leased or rented. Does not apply to owner-operator arrangements.
8. In order for payments to be counted as race-neutral participation, DBE trucking firms must be covered by a subcontract or a written agreement approved by WSDOT prior to performing their portion of the work.

Expenditures paid to other DBEs
Expenditures paid to other DBEs for materials or supplies may be counted toward race neutral participation as provided in the following:

Manufacturer
1. Counting
If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward race neutral participation.

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

3. In order to receive credit as a DBE manufacturer, the firm must have received an “on-site” review and been approved by WSDOT-OEO to operate as a DBE Manufacturing firm. To schedule a review, the manufacturing firm must submit a written request to WSDOT/OEO and may not receive race neutral credit, until the completion of the review. Once a firm’s manufacturing process has been approved in writing, it is not necessary to resubmit the firm for approval unless the manufacturing process has substantially changed. Information on approved manufacturers may be obtained from WSDOT-OEO.

Regular Dealer
1. Counting
If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward race neutral participation.

2. Definition
a) To be a regular dealer, the firm must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. It must also be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

b) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business, as provided elsewhere in this specification, if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
c) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

3. Regular dealer status is granted on a contract-by-contract basis. To obtain regular dealer status, a formal written request must be made by the interested supplier (potential regular dealer) to WSDOT/OEO. Included in the request shall be a full description of the project, type of business operated by the DBE, and the manner the DBE will operate as a regular dealer on the specific contract. Rules applicable to regular dealer status are contained in 49 CFR Part 26.55.e.2. Once the request is reviewed by WSDOT-OEO, the DBE supplier requesting it will be notified in writing whether regular dealer status was approved.

Materials or Supplies Purchased from a DBE
With respect to materials or supplies purchased from a DBE who is neither a manufacturer nor a regular dealer, the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site may be counted as race neutral participation. No part of the cost of the materials and supplies themselves may be applied as race neutral participation.

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

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

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

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

Procedures After Execution

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

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

**Payment**

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

(January 3, 2005)

**Special Training Provisions**

**General Requirements**

The Contractor's equal employment opportunity, affirmative action program shall include the requirements set forth below. The Contractor shall provide on-the-job training aimed at developing trainees to journeyman status in the trades involved. The number of training hours shall be 600. The training program shall assign a minimum of 200 hours per trainee. The Contractor may elect to accomplish training as part of the work of a subcontractor, however, the Prime Contractor shall retain the responsibility for complying with these Special Provisions. The Contractor shall also ensure that this training provision is made applicable to any subcontract that includes training.

**Trainee Approval**

The Federal government requires Contracting Agencies to include these training provisions as a condition attached to the receipt of Federal highway funding. The Federal government has determined that the training and promotion of members of certain minority groups and women is a primary objective of this training provision. The Contractor shall make every effort to enroll minority groups and women trainees to the extent such persons are available within a reasonable recruitment area. This training provision is not intended and shall not be used to discriminate against any applicant for training, whether that person is a minority, woman or otherwise. A non-minority male trainee or apprentice may be approved provided the following requirements are met:

1. the Contractor is otherwise in compliance with the contract's Equal Employment Opportunity and On-the-Job Training requirements and provides documentation of the efforts taken to fill the specific training position with either minorities or females

2. or, if not otherwise in compliance, furnishes evidence of his/her systematic and direct recruitment efforts in regard to the position in question and in promoting the enrollment and/or employment of minorities and females in the craft which the proposed trainee is to be trained

3. and the Contractor has made a good faith effort towards recruiting of minorities and women. As a minimum this good faith effort shall consist of the following:

   - Distribution of written notices of available employment opportunities with the Contractor and enrollment opportunities with its unions. Distribution should include but not be limited to; minority and female recruitment sources and minority and female community organizations;
- Records documenting the Contractor's efforts and the outcome of those efforts, to employ minority and female applicants and/or refer them to unions;

- Records reflecting the Contractor's efforts in participating in developing minority and female on-the-job training opportunities, including upgrading programs and apprenticeship opportunities;

- Distribution of written notices to unions and training programs disseminating the Contractor's EEO policy and requesting cooperation in achieving EEO and OJT obligations.

No employee shall be employed as a trainee in any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman. The Contractor's records shall document the methods for determining the trainee's status and findings in each case. When feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

For the purpose of this specification, acceptable training programs are those employing trainees/apprentices registered with the following:

1. Washington State Department of Labor & Industries — State Apprenticeship Training Council (SATC) approved apprenticeship agreement:
   a. Pursuant to RCW 49.04.060, an apprenticeship agreement shall be;
      i. an individual written agreement between an employer and apprentice
      ii. a written agreement between (an employer or an association of employers) and an organization of employees describing conditions of employment for apprentices
      iii. a written statement describing conditions of employment for apprentices in a plant where there is no bona fide employee organization.

   All such agreements shall conform to the basic standards and other provisions of RCW Chapter 49.

2. Apprentices must be registered with U.S. Department of Labor — Bureau of Apprenticeship Training (BAT) approved program.

   Or

3. Trainees participating in a non-BAT/SATC program, which has been approved by the contracting agency for the specific project.

4. For assistance in locating trainee candidates, the Contractor may call WSDOT's OJT Support Services Technical Advisor at (360) 705-7088, (206) 587-4954 or toll free at 1-866-252-2680.
Obligation to Provide Information

Upon starting a new trainee, the Contractor shall furnish the trainee a copy of the approved program the Contractor will follow in providing the training. Upon completion of the training, the Contractor shall provide the Contracting Agency with a certification showing the type and length of training satisfactorily completed by each trainee.

Training Program Approval

The Training Program shall meet the following requirements:

1. The Training Program (DOT Form 272-049) must be submitted to the Engineer for approval prior to commencing contract work and shall be resubmitted when modifications to the program occur.

2. The minimum length and type of training for each classification will be as established in the training program as approved by the Contracting Agency.

3. The Training Program shall contain the trades proposed for training, the number of trainees, the hours assigned to the trade and the estimated beginning work date for each trainee.

4. Unless otherwise specified, Training Programs will be approved if the proposed number of training hours equals the training hours required by contract and the training program assigns a minimum of 200 hours per trainee.

5. After approval of the training program, information concerning each individual trainee and good faith effort documentation shall be submitted on (DOT Form 272-050.)

6. In King County, laborer trainees or apprentices will not be approved on contracts containing less than 1000 training hours as specified in this Section. In King County, no more than twenty percent (20%) of hours proposed for trainees or apprentices shall be in the laborer classification when the contract contains 1000 or more hours of training as specified in this Section. The training program shall assign a minimum of 200 hours per trainee.

7. Flagging programs will not be approved. Other programs that include flagging training will only be approved if the flagging portion is limited to an orientation of not more than 20 hours.

8. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Some off-site training is permissible as long as the training is an integral part of an approved training program.

9. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or upon completion of the training program. It is not required that all trainees be on board for the entire length of the contract. The number trained shall be
determined on the basis of the total number enrolled on the contract for a significant period.

10. Wage Progressions: Trainees will be paid at least the applicable ratios or wage progressions shown in the apprenticeship standards published by the Washington State Department of Labor and Industries. In the event that no training program has been established by the Department of Labor and Industries, the trainee shall be paid in accordance with the provisions of RCW 39.12.021 which reads as follows:

Apprentice workmen employed upon public works projects for whom an apprenticeship agreement has been registered and approved with the State Apprenticeship Council pursuant to RCW 49.04, must be paid at least the prevailing hourly rate for an apprentice of that trade. Any workman for whom an apprenticeship agreement has not been registered and approved by the State Apprenticeship Council shall be considered to be a fully qualified journeyman, and, therefore, shall be paid at the prevailing hourly rate for journeymen.

Compliance
In the event that the Contractor is unable to accomplish the required training hours but can demonstrate a good faith effort to meet the requirements as specified, then the Contracting Agency will adjust the training goals accordingly.

Requirements for Non BAT/SATC Approved Training Programs
Contractors who are not affiliated with a program approved by BAT or SATC may have their training program approved provided that the program is submitted for approval on DOT Form 272-049, and the following standards are addressed and incorporated in the Contractor’s program:

- The program establishes minimum qualifications for persons entering the training program.

- The program shall outline the work processes in which the trainee will receive supervised work experience and training on-the-job and the allocation of the approximate time to be spent in each major process. The program shall include the method for recording and reporting the training completed shall be stated.

- The program shall include a numeric ratio of trainees to journeymen consistent with proper supervision, training, safety, and continuity of employment. The ratio language shall be specific and clear as to application in terms of job site and workforce during normal operations (normally considered to fall between 1:10 and 1:4).

- The terms of training shall be stated in hours. The number of hours required for completion to journeyman status shall be comparable to the apprenticeship hours established for that craft by the SATC. The following are examples of programs that are currently approved:

<table>
<thead>
<tr>
<th>CRAFT</th>
<th>HOURS</th>
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<tbody>
<tr>
<td>Laborer</td>
<td>4,000</td>
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</tbody>
</table>
Ironworker 6,000
Carpenter 5,200-8,000
Construction Electrician 8,000
Operating Engineer 6,000-8,000
Cement Mason 5,400
Teamster 2,100

- The method to be used for recording and reporting the training completed shall be stated.

- A numeric ratio of trainees to journeymen shall be established. It shall be consistent with proper supervision, training, safety and continuity of employment. The ratio language shall be specific and clear as to application in terms of job site and workforce during normal operations.

Measurement
The Contractor may request that the total number of “training” hours for the contract be increased subject to approval by the Contracting Agency. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not prohibit other reimbursement. Reimbursement to the Contractor for off-site training as indicated previously may only be made when the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project:

- contributes to the cost of the training,
- provides the instruction to the trainee,
- pays the trainee’s wages during the off-site training period.

Reimbursement will be made upon receipt of a certified invoice that shows the related payroll number, the name of trainee, total hours trained under the program, previously paid hours under the contract, hours due this estimate, and dollar amount due this estimate. The certified invoice shall show a statement indicating the Contractor’s effort to enroll minorities and women when a new enrollment occurs. If a trainee is participating in a SATC/BAT approved apprenticeship program, a copy of the certificate showing apprenticeship registration must accompany the first invoice on which the individual appears. Reimbursement for training occurring prior to approval of the training program will be allowed if the Contractor verbally notifies the Engineer of this occurrence at the time the apprentice/trainee commences work. A trainee/apprentice, regardless of craft, must have worked on the contract for at least 20 hours to be eligible for reimbursement.

Payment
The Contractor will be reimbursed under the item “Training” per hour for each hour of training for each employee.

(March 13, 1995)

1-07.12 Federal Agency Inspection
Section 1-07.12 is supplemented with the following:
**Required Federal Aid Provisions**

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

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

(*****)

**1-07.17 Utilities And Similar Facilities**

Section 1-07.17 is supplemented with the following:

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

Public and private utilities, or their contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project.

The Contractor shall coordinate his work with the ongoing operations of the Naches-Cowiche Canal Company and the City of Yakima Water/Irrigation Department. This coordination shall include a meeting on site prior to the start of construction to address such issues as access for irrigation personnel and equipment.

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:

- **PPL**
  - Mike Paulson
  - 500 N Keyes Road
  - Yakima, WA 98901
  - (509) 575-3158

- **Sprint Telephone**
  - Phil Hill
  - 405 S. 5th St.
  - Sunnyside, Wa 98944
  - (509) 839-6660

- **Qwest**
  - Oscar Cuevas

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E 53193  Phase 1 Elephant Mountain Communication Site  Page 61  Special Provisions
1-07.23 Public Convenience and Safety

1-07.23 Public Convenience and Safety

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

(April 5, 2004)

The construction safety zone will be determined as follows:

When the posted speed is 35 MPH or under, the safety zone will be 10 feet from the outside edge of traveled way or 2 feet beyond the outside edge of the sidewalk.

When the posted speed is from 40 to 55 MPH the safety zone will be 15 feet from the outside edge of traveled way.

When the posted speed is 60 MPH or over the safety zone will be 30 feet from the outside edge of traveled way.

During nonworking hours equipment or materials shall not be within the safety zone unless it is 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 the actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the safety zone and only construction vehicles absolutely necessary to construction shall be allowed within the safety zone 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 safety zone 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.

1-07.23(2) Construction and Maintenance of Detours
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

Unless otherwise approved, the Contractor shall maintain two-way traffic during construction. The Contractor shall build, maintain in a safe condition, keep open to traffic, and remove when no longer needed:

1. Detours and detour bridges that will accommodate traffic diverted from the roadway, bridge, sidewalk, or path during construction,
2. Detour crossings of intersecting highway, and
3. Temporary approaches.
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 r

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(October 1, 2005 APWA GSP)

1-08.0(1) Preconstruction Conference
(October 1, 2005 APWA GSP)
Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

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

The Contractor shall prepare and submit at the preconstruction meeting the following:

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

### 1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 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.

### 1-08.4 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:

This project shall be physically completed within 390 working days.

(October 1, 2005 APWA GSP)

Revise the fourth and fifth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date. The contract provisions may specify another starting date for contract time, in which case, time will begin on the starting date specified.

Each working day shall be charged to the contract as it occurs, beginning on the day after the Notice to Proceed Date, unless otherwise provided in the Contract Provisions, 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 seventh 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. FHWA 47 (Federal-aid Projects)
   e. Final Contract Voucher Certification
   f. Property owner releases per Section 1-07.24

1-09 MEASUREMENT AND PAYMENT

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

DIVISION 6
STRUCTURES

6-02 CONCRETE STRUCTURES

Construction Requirements

Section 6-02.3 is supplemented with the following:

Proportioning Materials

Contractor Mix Design
Section 6-02.3(2)A is supplemented with the following:

(April 30, 2001)
When combined aggregate gradation is used for structural concrete, the Contractor's mix design shall include a plot of the combined gradation on the 0.45 power curve showing that the proposed gradation conforms to Section 9-03.1(5). The requirement for the fine aggregate to conform to Section 9-03.1(2) Class 1 or Class 2 gradation is eliminated when using a combined gradation.

Acceptance of Concrete

Certification of Compliance
Section 6-02.3(5)B is supplemented with the following:

(April 30, 2001)
When combined aggregate gradation is used for structural concrete, the Certificate of Compliance shall include:

- Manufacturer plant (batching facility)
- Contracting Agency contract number
- Date
- Time batched
- Truck No.
- Initial revolution counter reading
- Quantity (quantity batched this load)
- Type of concrete by class and producer design mix number
- Cement producer, type, and Mill Certification No. (The mill test number as required by Section 9-01.3)
- Fly ash (if used) brand and type
- Mix design weight per cubic yard and actual batched weights for:
  - Cement
  - Fly ash (if used)
  - Aggregate components and moisture contents (each size)
  - Water (including free moisture in aggregates)
  - Admixtures brand and total quantity batched
  - Air-entraining admixture
  - Water reducing admixture
  - Other admixtures

Conformance to Mix Design
Section 6-02.3(5)C is supplemented with the following:

(January 5, 2004)
When combined aggregate gradation is used for structural concrete, the specified fine and course aggregate weight tolerance shall not apply.

Reinforcement

Placing and Fastening
Section 6-02.3(24)C is supplemented with the following:
Drilling Holes for, and Setting, Steel Reinforcing Bar Dowels

Where called for in the Plans, holes shall be drilled into existing concrete to the size and dimension shown in the Plans. The Contractor may use any method for drilling the holes provided the method selected does not damage the concrete and the steel reinforcing bar that is to remain. Core drilling will be required when specifically noted in the Plans.

The Contractor shall exercise care in locating and drilling the holes to avoid damage to existing steel reinforcing bars and concrete. Location of the holes may be shifted slightly with the approval of the Engineer in order to avoid damaging the existing steel reinforcing bars. All damage caused by the Contractor's operations shall be repaired by the Contractor at no cost to the Contracting Agency and the repair shall be as approved by the Engineer.

Steel reinforcing bars shall be set into the holes noted in the Plans with epoxy resin. The holes shall be blown clean with dry compressed air before placing the resin.

The Contractor shall demonstrate, to the satisfaction of the Engineer, that the method used for setting the steel reinforcing bars completely fills the void between the steel reinforcing bar and the concrete with epoxy resin. Dams shall be placed at the front of the holes to confine the epoxy and shall not be removed until the epoxy has cured in the hole.

8-12 CHAIN LINK FENCE AND WIRE FENCE

Section 8-12.2 is supplemented with the following:

The Engineer shall provide the following materials to be incorporated into the project by the Contractor:

Two hundred twenty-eight ft.(228') of 8 ft. chain link fence with barb wire top including gates and hardware. (excludes two corner posts which are to be supplied by the Contractor)

The fencing materials are available at the Yakima County Department of Public Services maintenance facility at 1216 S. 18th St., Yakima, Washington.

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL

Section 8-20.2 is supplemented with the following:

The Engineer shall provide the following materials to be incorporated into the project by the Contractor:

One(1) Olympian 5 KW Propane Powered Generator and one(1) Vaporizer
One(1) Liquid Propane Tank

The generator, vaporizer, and propane tank are available at the Yakima County Department of Public Services maintenance facility at 1216 S. 18th St., Yakima, Washington.
Section 8-20.3(1) is supplemented with the following:

(*****)

The Contractor shall obtain all required permits and licenses. All electrical work will require inspection and approval by the Washington State Department of Labor and Industries, Electrical Inspection Division.

STANDARD PLANS
January 3, 2006

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 06-001, effective January 3, 2006 is made a part of this contract.

The Standard Plans are revised as follows:

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

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

C-1 Sheet 2
The SNOW LOAD RAIL WASHER dimensions are revised to 1 3/4" from 2", and to 7/8" from 1".

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

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

C-14h
In the TABLE, in column “B”: 3’- 0”, 3’- 2 ¼”, and 3’- 4 ½” are revised to 2’- 0”, 2’- 2 ¼”, and 2’- 4 ½” respectively.

In the TABLE, in column “C”: 2’- 4”, 2’- 6 ¼”, and 2’- 8 ½” are revised to 3’- 4”, 3’- 6 ⅛”, and 3’- 8 ½” respectively.

G-8g Sheet 1
In the ELEVATION views, in the labels LOWER SIGN POST SUPPORT: the parenthetical specification “12 GAGE” is revised to “7 GAGE”.

K-1 through K-27
These plans shall not be used on projects administered by WSDOT.
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.

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<th>5/13/02</th>
<th>A-4</th>
<th>3/07/97</th>
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E 53193 Phase I Elephant Mountain Communication Site Page 72 Special Provisions
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

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

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all 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 28 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 29.

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

6. Selection of Labor: During the performance of this contract, the contractor shall not:

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The contractor will conduct periodic inspections of project sites to ensure 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.

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

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs 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 their EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority 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 consumption 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, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

a. All mechanics and laborers employed or working upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage
rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1521) or Form FHWA-1495 shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than 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 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

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

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

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

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

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

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

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

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

b. 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 of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, and 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 journeyman-hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-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 of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringe 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, withres approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

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

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

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

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate who is not a helper under a 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 shall 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 of advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

   a. Payrolls and records relating thereto shall be maintained in the manner prescribed by the Secretary of Labor which are herein incorporated by reference.

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

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

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

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

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

   (3) that each laborer or mechanic has been paid not less 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 permit them to be submitted, or to permit the SHA, the FHWA, the DOL, or any, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

   b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47. c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1 b 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 his own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

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

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in 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 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

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

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

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

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

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

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

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

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

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies its knowledge and belief, that it and its principals: to the best of its knowledge and belief, that is 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 rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 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 submit an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

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

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

******

Certification Regarding Debarment, Suspension, Ineligibility 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.

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XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

(Applicable to Appalachian contracts only)

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

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

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

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
AMENDMENT
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
(Exclusive of Appalachian Contracts)

Under Section II, Paragraph 8b is revised as follows:

The reference to 49 CFR 23 is revised to read 49 CFR 26.

Under Section II, Paragraph 8b is supplemented with the following:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Under Section II, in accordance with standard specification 1-08.1(A) and applicable RCW's 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 subrecipients. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the WSDOT. This clause covers both DBE and non-DBE contractors.

Under Section IV, Paragraph 2b(4) is deleted.

Under Section IV, Paragraph 4, "and helpers" is deleted from the title.

Under Section IV, Paragraph 4a(1), add:

The provisions in this section allowing apprentices to work at less than the predetermined rate when they are registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, or with the Bureau of Apprenticeship and Training, does not preclude a requirement for the Contractor to pay apprentices the full applicable predetermined rate in the event a State Apprenticeship Agency, recognized by the Bureau, has not approved, or withdraws approval, of an apprenticeship program.

Under Section IV, Paragraph 4c is deleted.

Under Section IV, Paragraph 6 is revised by deleting "helpers" and "helper".

Under Section IV, Paragraph 7 is revised by deleting "helpers".

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

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

Amendment to Form FHWA 1273
Revised December 2, 2002
Prevailing Wage Rates
State of Washington
DEPARTMENT OF LABOR AND INDUSTRIES
Prevailing Wage Section - Telephone (360) 902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates For Public Works Contracts

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

YAKIMA COUNTY
Effective 03-03-06

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<td>CRANES, A-FRAME, 10 TON AND UNDER</td>
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<td>CRANES, A-FRAME, OVER 10 TON</td>
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<td>CRANES, OVER 300 TONS, OR 300 FT OF BOOM INCLUDING JIB WITH ATTACHMENTS</td>
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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 - Manufacturers - Fabricators

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.

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<th>ITEM DESCRIPTION</th>
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<tr>
<td>1. Manhole Ring &amp; Cover - manhole type 1, 2, 3, and 4. For use with Catch Basin type 2. The casting to meet AASHTO-M-105, class 30 gray iron casting. See Std. Plan B-23a, B-23b, B-23c, B-23d and B-25.</td>
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<td>2. Frame &amp; Grate - frame and Grate for Catch Basin type 1, 1L, 1P, 2, and Concrete Inlets. Cast frame may be grade 70-36 steel, class 30 gray cast iron or grade 80-55-06 ductile iron. The cast grate may be grade 70-36 steel or grade 80-55-06 ductile iron. See Std. Plan B-1, B-1L, B-1P, B-2, B-2a, B-2b, B-2c, B-2d, B-2e, B-3, and B-3a.</td>
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<tr>
<td>3. Grate Inlet &amp; Drop Inlet Frame &amp; Grate - Frame and Grate for Grate Inlets Type 1 or 2 or Drop Inlets Type 1 or 2. Angle iron frame to be cast into top of inlet. See Std. Plan B-4b, B-4c, B-4d, B-4f, or B-4h. Frames &amp; Grates to be galvanized.</td>
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<td>4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.</td>
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<tr>
<td>5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.</td>
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</table>
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.

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.

8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.

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).

10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.

11. Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.

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).
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.. Shop drawings for approval shall be provided per Section 6-05.3(3) of the Std. Spec. See Std. Plans E-4 and E-4a

14. Manhole Type 1, 2, 3 and 4 - Precast Manholes with risers and flat top slab and/or cones. See Std. Plans B-23a, B-23b, B-23c, and B-23d.

15. Drywell - Drywell as specified in Section 9-12.7 of the Std. Sec. See Std. Plan B-27.

16. Catch Basin - Catch Basin type 1, 1L, 1P, and 2, including risers, frames may be cast into riser. See Std. Plans B-1, B-1a, B-1b, B-1e.

17. Precast Concrete Inlet - Concrete Inlet with risers, frames may be cast into risers. See Std. Plan B-26.

18. Drop Inlet Type 1 - Drop Inlet Type 1 with support angles and grate. See Std. Plans B-4f and B-4h.

19. Drop Inlet Type 2 - Drop Inlet type 2 with support angles and grate. See Std. Plans B-4g and B-4h.

20. Grate Inlet Type 2 - Grate Inlet Type 2 with risers and top unit with bearing angles.

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.
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.


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.

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.

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.

27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.

28. 12, 18 and 26 inch Standard Precast Prestressed Girder - Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c.
29. Prestressed Concrete Girder Series 4-14 -
Prestressed Concrete Girders for use in structures.
Fabricator plant has annual approval of methods and
materials to be used. Shop Drawing to be provided for
approval prior to casting girders. See Std.
Spec. Section 6-02.3(25)c.

X

30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam
Girders for use in structures. Fabricator plant has
annual approval of methods and materials to be used.
Shop Drawing to be provided for approval prior to
casting girders. See Std. Spec. Section 6-02.3(25)c.

X

31. Prestressed Precast Hollow-Core Slab - Precast
Precast Hollow-core slab for use in structures.
Fabricator plant has annual approval of methods and
materials to be used. Shop Drawing to be provided for
approval prior to casting girders. See Std. Spec.
Section 6-02.3(25)c.

X

32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed
Girder for use in structures. Fabricator plant has
annual approval of methods and materials to be used.
Shop Drawing to be provided for approval prior to
casting girders. See Std. Spec. Section 6-02.3(26)A.

X

33. Monument Case and Cover - To meet AASHTO-M-105 class
30 gray iron casting. See Std. Plan H-7.

X

34. Cantilever Sign Structure - Cantilever Sign Structure
fabricated from steel tubing meeting AASHTO-M-183. See Std.
Plans G-3, G-3a, G-3b, and Contract Plans for details. The steel
structure shall be galvanized after fabrication in
accordance with AASHTO-M-111.

X

35. Mono-tube Sign Structures - Mono-tube Sign Bridge
fabricated to details shown in the Plans. Shop drawings
for approval are required prior to fabrication.

X
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans G-2, G2a, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.

37. Steel Sign Post - Fabricated steel sign posts as detailed in Std. Plan G-8a, G-8b, G-8c, G-8d, G-8e, G-8f, and G-8h. Shop drawings for approval are to be provided prior to fabrication.

38. Light Standard-Prestressed - Spun, prestressed, hollow, concrete poles.

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. Plan J-1a. See Special Provisions for pre-approved drawings.

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 J-7a and J-7c. See Special Provisions for pre-approved drawings.

41. Traffic Curb, Type A or C Precast - Type A or C Precast traffic curb, for use in construction of raised channelization, and other traffic delineation uses such as parking lots, rest areas, etc. NOTE: Acceptance based on inspection of Fabrication Plant and an advance sample of curb section to be submitted for approval by Engineer.

YES  NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed.

43. Cutting & bending reinforcing steel

44. Guardrail components

45. Aggregates/Concrete mixes

46. Asphalt

47. Fiber fabrics

48. Electrical wiring/components

49. treated or untreated timber piles

50. Girder pads (elastomeric bearing)
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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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# Washington State Prevailing Wage Rates - Effective 03/03/06

## Metal Fabrication (In Shop)

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**Counties Covered:**
- Adams, Asotin, Columbia, Douglas, Ferry, Franklin, Garfield
- Kittitas, Lincoln, Okanogan, Pend Oreille, Stevens, Walla Walla and Whitman

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**Counties Covered:**
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**Counties Covered:**
- Clallam, Grays Harbor, Island, Jefferson, Lewis, Mason, Pacific, San Juan and Skagit
METAL FABRICATION (IN SHOP) 03/03/06

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## METAL FABRICATION (IN SHOP) 03/03/05

### Classification

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**Counties Covered:**
Klickitat, Skamania and Wahkiakum

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**Counties Covered:**
Pierce

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\$\$1\$\$

\$\$2\$\$

Supplemental To Wage Rates
Page 13
WASHINGTON STATE PREVAILING WAGE RATES - EFFECTIVE 03/03/06
FABRICATED PRECAST CONCRETE PRODUCTS

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<th>Classification</th>
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<td>Counties Covered: Adams, Asotin, Benton, Columbia, Douglas, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Stevens, Walla Walla, and Whitman</td>
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<td>Counties Covered: Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, Kitsap, Lewis, Mason, Pacific, San Juan, Skagit, Snohomish, Thurston, Wahkiakum</td>
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## Washington State Prevailing Wage Rates - Effective 03/03/06

### Fabricated Precast Concrete Products

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| Counties Covered: | | | | |
| Yakima | 8.65 | 1 | | |
| Craftsman | | | | |
| Laborer | 7.63 | 1 | | |

| Counties Covered: | | | | |
| Whatcom | | | | |
| All Classifications | | | | |
| | 13.67 | 1 | | |
Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

The following two letters from the State Department of Labor and Industries (State L&I) dated August 18, 1992 and June 18, 1999, clarify the intent and establish policy for administrating the provisions of WAC 296-127-018 COVERAGE AND EXEMPTIONS OF WORKERS INVOLVED IN THE PRODUCTION AND DELIVERY OF GRAVEL, CONCRETE, ASPHALT, OR SIMILAR MATERIALS.

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

Effective September 1, 1993, minimum prevailing wages for all work covered by WAC 296-127-018 for the production and/or delivery of materials to a public works contract will be found under the regular classification of work for Teamsters, Power Equipment Operators, etc.
August 18, 1992

TO: All Interested Parties

FROM: Jim P. Christensen
Acting Industrial Statistician

SUBJECT: Materials Suppliers - WAC 296-127-018

This memo is intended to provide greater clarity regarding the application of WAC 296-127-018 to awarding agencies, contractors, subcontractors, material suppliers and other interested parties. The information contained herein should not be construed to cover all possible scenarios which might require the payment of prevailing wage. The absence of a particular activity under the heading "PREVAILING WAGES ARE REQUIRED FOR" does not mean that the activity is not covered.

Separate Material Supplier Equipment Operator rates have been eliminated. For those cases where a production facility is set up for the specific purpose of supplying materials to a public works construction site, prevailing wage rates for operators of equipment such as crushers and batch plants can be found under Power Equipment Operators.

**PREVAILING WAGES ARE REQUIRED FOR:**

1. Hauling materials away from a public works project site, including excavated materials, demolished materials, etc.

2. Delivery of materials to a public works project site using a method that involves incorporation of the delivered materials into the project site, such as spreading, leveling, rolling, etc.

3. The production of materials at a facility that is established for the specific, but not necessarily exclusive, purpose of supplying materials for a public works project.

4. Delivery of the materials mentioned in #3 above, regardless of the method of delivery.

**PREVAILING WAGES ARE NOT REQUIRED FOR:**

1. The production of materials by employees of an established materials supplier, in a permanent facility, as well as the delivery of these materials, as long as delivery does not include incorporation of the materials into the job site.

2. Delivery of materials by a common or contract carrier, as long as delivery does not include incorporation of the materials into the job site.

3. Production of materials for unspecified future use.
STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES

June 18, 1999

TO:        Kerry S. Radcliff, Editor
            Washington State Register

FROM:      Gary Moore, Director
            Department of Labor and Industries

SUBJECT:   Notice re WAC 296-127-018, Coverage and exemptions of workers
            involved in the production and delivery of gravel, concrete, asphalt,
            or similar materials

The department wishes to publish the following Notice in the next edition of the
Washington State Register:

NOTICE

Under the current material supplier regulations, WAC 296-127-018, the
department takes the position that prevailing wages do not apply to the
delivery of wet concrete to public works sites, unless the drivers do
something more than just deliver the concrete. Drivers delivering
concrete into a crane and bucket, hopper of a pump truck, or forms or
footings, are not entitled to prevailing wages unless they operate
machinery or use tools that screed, float, or put a finish on the concrete.

This position applies only to the delivery of wet concrete. It does not
extend to the delivery of asphalt, sand, gravel, crushed rock, or other
similar materials covered under WAC 296-127-018. The department's
position applies only to this regulation.

If you need additional information regarding this matter, please contact
Greg Mowat, Program Manager, Employment Standards, at
P.O. Box 44510, Olympia, WA 98504-4510, or call (360) 902-5310.

Please publish the above Notice in WSR 99-13. If you have questions or need
additional information, please call Selwyn Walters at 902-4206. Thank you.

Cc: Selwyn Walters, Rules Coordinator
    Patrick Woods, Assistant Director
    Greg Mowat, Program Manager
OVERTIME CODES

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

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

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

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

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

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

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

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

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

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

J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND ALL HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS OVER TEN (10) HOURS ON THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. MONDAY THROUGH FRIDAY, 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. 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) 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 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. ALL HOURS WORKED ON SATURDAYS, EXCEPT MAKE-UP DAYS, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED AFTER 6:00AM SATURDAY TO 6:00AM MONDAY AND ON HOLIDAYS 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 ON SUNDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.

V. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS (EXCEPT THANKSGIVING DAY AND CHRISTMAS DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON THANKSGIVING DAY AND CHRISTMAS DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

W. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS (EXCEPT MAKE-UP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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

A. THE FIRST SIX (6) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF SIX (6) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

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

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

D. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT STRAIGHT TIME IN ADDITION TO THE HOLIDAY PAY. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON HOLIDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

E. ALL HOURS WORKED ON SATURDAYS OR HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS OR ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

F. THE FIRST EIGHT (8) HOURS WORKED ON HOLIDAYS SHALL BE PAID AT THE STRAIGHT 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.

I. ALL HOURS WORKED ON SATURDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND ON LABOR DAY SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

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

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

M. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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

P. THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS ON SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

4. 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.

HOLIDAY CODES

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

B. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (8).

C. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

D. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

E. HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).


G. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE LAST WORK DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY (7).


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

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

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

P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9).

Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (6).

R. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, ONE-HALF DAY BEFORE CHRISTMAS DAY, AND CHRISTMAS DAY. (7 1/2).

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

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

W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.

X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR’S DAY, THANKSGIVING DAY AND CHRISTMAS DAY. AFTER 2080 HOURS - NEW YEAR’S DAY, WASHINGTON’S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).

Y. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, PRESIDENTIAL ELECTION DAY, THANKSGIVING DAY, THE FRIDAY FOLLOWING THANKSGIVING DAY, AND CHRISTMAS DAY (8).

Z. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).


B. PAID HOLIDAYS: NEW YEAR’S EVE DAY, NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE’S DAY, AND CHRISTMAS DAY (9).


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


Q. PAID HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY: PRESIDENTS’ DAY.


V. PAID HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING Day, CHRISTMAS EVE DAY, CHRISTMAS DAY, AND ONE DAY OF THE EMPLOYEE’S CHOICE (9).


NOTE CODES

8. A. THE STANDBY RATE OF PAY FOR DIVERS SHALL BE ONE-HALF TIMES THE DIVERS RATE OF PAY. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:

- OVER 50’ TO 100’ - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
- OVER 100’ TO 175’ - $2.25 PER FOOT FOR EACH FOOT OVER 100 FEET
- OVER 175’ TO 250’ - $5.50 PER FOOT FOR EACH FOOT OVER 175 FEET
C. The standby rate of pay for divers shall be one-half times the divers rate of pay. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
   - Over 50' to 100' - $1.00 per foot for each foot over 50 feet
   - Over 100' to 150' - $1.50 per foot for each foot over 100 feet
   - Over 150' to 200' - $2.00 per foot for each foot over 150 feet
   - Over 200' - Divers may name their own price

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.
General Decision Number: WA030001 03/31/2006  WA1

Superseded General Decision Number: WA020001

State: Washington

Construction Types: Heavy (Heavy, and Dredging) and Highway

Counties: Washington Statewide.

HEAVY AND HIGHWAY AND DREDGING CONSTRUCTION PROJECTS (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

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CARP0001-008 06/01/2005

Rates Fringes

Carpenters:
COLUMBIA RIVER AREA -
ADAMS, BENTON, COLUMBIA,
DOUGLAS (EAST OF THE 120TH
MERIDIAN), FERRY,
FRANKLIN, GRANT, OKANOGAN
(EAST OF THE 120TH
MERIDIAN) AND WALLA WALLA
COUNTIES
GROUP 1:.................$ 24.18  7.75
GROUP 2:..................$ 25.29  7.75
GROUP 3:..................$ 24.45  7.75
GROUP 4:..................$ 24.18  7.75
GROUP 5:..................$ 59.90  7.75
GROUP 6:..................$ 28.32  7.75

WA030001 Modification 44
Federal Wage Determination
SPOKANE AREA: ASOTIN,
GARFIELD, LINCOLN, PEND
OREILLE, SPOKANE, STEVENS
AND WHITMAN COUNTIES

GROUP 1: ....................... $ 23.51 7.75
GROUP 2: ....................... $ 24.61 7.75
GROUP 3: ....................... $ 23.77 7.75
GROUP 4: ....................... $ 23.51 7.75
GROUP 5: ....................... $ 58.24 7.75
GROUP 6: ....................... $ 27.60 7.75

CARPENTERS CLASSIFICATIONS

GROUP 1: Carpenter; Burner-Welder; Rigger and Signaler;
Insulators (all types), Acoustical, Drywall and Metal
Studs, Metal Panels and Partitions; Floor Layer, Sander,
Finisher and Astro Turf; Layout Carpenters; Form Builder;
Rough Framer; Outside or Inside Finisher, including doors,
windows, and jams; Sawfiler; Shingler (wood, composition)
Solar, Fiberglass, Aluminum or Metal; Scaffold Erecting and
Dismantling; Stationary Saw-Off Bearer; Wire, Wood and
Metal Lather Applicator

GROUP 2: Millwright, machine erector

GROUP 3: Piledriver - includes driving, pulling, cutting,
placing collars, setting, welding, or creosote treated
material, on all piling

GROUP 4: Bridge, dock and wharf carpenters

GROUP 5: Divers

GROUP 6: Divers Tender

ZONE PAY:
ZONE 1  0-45 MILES FREE
ZONE 2  46-65 MILES $2.00/PER HOUR
ZONE 3  66-100 MILES $3.00/PER HOUR
ZONE 4  OVER 100 MILES $4.50/PER HOUR

DISPATCH POINTS:
CARPENTERS/MILLRIGHTS: PASCO (2819 W. SYLVESTER) or Main
Post Office of established residence of employee.

CARPENTERS/PILEDIVDER: SPOKANE (127 E. AUGUSTA AVE.) or Main
Post Office of established residence of employee.

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

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main
Post Office of established residence of employee.

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of
established residence of employee.
DEPTH PAY FOR DIVERS:
Each foot over 50-100 feet $1.00
Each foot over 100-175 feet 2.25
Each foot over 175-250 feet 5.50

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:

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<td>CARPENTERS; ACOUSTICAL.......$ 28.41</td>
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<td>DIVERS TENDERS.................$ 31.01</td>
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<td>DIVERS...........................$ 67.18</td>
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<td>DRYWALL.........................$ 28.41</td>
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<td>FLOOR LAYERS &amp; FLOOR FINISHERS (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed); INSULATORS (fiberglass and similar irritating materials)..............$ 28.56</td>
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<td>MILLWRIGHTS.....................$ 28.91</td>
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<tr>
<td>PILEDRIVERS.....................$ 28.91</td>
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DEPTH PAY:
50 TO 100 FEET  $1.00 PER FOOT OVER 50 FEET
100 TO 150 FEET  1.50 PER FOOT OVER 100 FEET
150 TO 200 FEET  2.00 PER FOOT OVER 150 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

Carpenters:
CENTRAL WASHINGTON:
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN),
KITTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND YAKIMA COUNTIES
ACCOUSTICAL WORKERS........$ 21.71 10.45
CARPENTERS AND DRYWALL
APPLICATORS....................$ 21.45 10.45
CARPENTERS ON CREOSOTE MATERIAL.....................$ 21.55 10.45
DIVERS TENDER.................$ 32.26 10.67
DIVERS.........................$ 72.52 10.67
INSULATION APPLICATORS........$ 21.45 10.45
MILLWRIGHT AND MACHINE ERECTORS......................$ 30.40 10.45
PILEDRIVER, BRIDGE DOCK AND WHARF CARPENTERS......$ 29.40 10.45
PILEDRIVER, DRIVING,
PULLING, CUTTING, PLACING
COLLARS, SETTING, WELDING OR CREOSOTE TREATED MATERIAL, ALL PILING........$ 29.60 10.45
SAWFIERS, STATIONARY
POWER SAW OPERATORS,
FLOOR FINISHER, FLOOR LAYER, SHINGLER, FLOOR SANDER OPERATOR AND OPERATORS OF OTHER STATIONARY WOOD WORKING TOOLS.........................$ 21.58 10.45
(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
25 - 35 radius miles   $1.00/hour
35 - 45 radius miles   $1.15/hour
45 - 55 radius miles   $1.35/hour
Over 55 radius miles   $1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

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

Zone Pay:
0 - 25 radius miles    Free
25 - 45 radius miles   $.70/hour
Over 45 radius miles   $1.50/hour

---
Carpenters: WESTERN WASHINGTON:

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS
(excludes piledrivers only), MASON, PACIFIC (North of a straight line
made by extending the north boundary line of Wahkiakum County west to
the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM COUNTIES

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<td>STATIONARY WOOD WORKING</td>
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<td>TOOLS...................... $ 29.53</td>
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(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:

| 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
25 - 35 radius miles $1.00/hour
35 - 45 radius miles $1.15/hour
45 - 55 radius miles $1.35/hour
Over 55 radius miles $1.55/hour
(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

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

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<td>25-45 radius miles</td>
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<td>Over 45 radius miles</td>
<td>$1.50/hour</td>
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ELEC0046-001 06/06/2005

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

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ELEC0048-003 01/01/2006

CLARK, KLICKITAT AND SKAMANIA COUNTIES

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ELEC0073-001 07/01/2005

ADAMS, FERRY, LINCOLN, PENDOREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

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<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable splicer.........$ 26.64</td>
<td>3%+11.73</td>
</tr>
<tr>
<td>Electrician............$ 24.22</td>
<td>3%+11.73</td>
</tr>
</tbody>
</table>

ELEC0076-002 09/01/2005

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable splicer.........$ 34.78</td>
<td>3%+12.91</td>
</tr>
<tr>
<td>Electrician............$ 31.62</td>
<td>3%+12.91</td>
</tr>
<tr>
<td></td>
<td>Rates</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------</td>
</tr>
<tr>
<td><strong>Line Construction:</strong></td>
<td></td>
</tr>
<tr>
<td>Cable Splicers</td>
<td>$40.47</td>
</tr>
<tr>
<td>Groundmen</td>
<td>$25.29</td>
</tr>
<tr>
<td>Line Equipment Men.</td>
<td>$31.07</td>
</tr>
<tr>
<td>Linemen, Pole Sprayers,</td>
<td></td>
</tr>
<tr>
<td>Heavy Line Equipment Man</td>
<td>$36.13</td>
</tr>
<tr>
<td>Powdermen, Jackhammermen</td>
<td>$27.10</td>
</tr>
<tr>
<td>Tree Trimmer</td>
<td>$22.10</td>
</tr>
</tbody>
</table>

**ELEC0112-005 06/01/2005**

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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$31.40</td>
<td>3%+12.43</td>
</tr>
<tr>
<td>Electrician</td>
<td>$29.90</td>
<td>3%+12.43</td>
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</tbody>
</table>

**ELEC0191-003 09/01/2005**

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$33.72</td>
<td>3%+11.72</td>
</tr>
<tr>
<td>Electrician</td>
<td>$30.66</td>
<td>3%+11.72</td>
</tr>
</tbody>
</table>

**ELEC0191-004 09/01/2005**

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$29.33</td>
<td>3%+11.67</td>
</tr>
<tr>
<td>Electrician</td>
<td>$26.66</td>
<td>3%+11.67</td>
</tr>
</tbody>
</table>

**ELEC0970-001 01/01/2006**

COWLITZ AND WAHKIAKUM COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$33.46</td>
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<tr>
<td>Electrician</td>
<td>$30.42</td>
<td>3%+10.90</td>
</tr>
</tbody>
</table>
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 Juana, 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>Power equipment operators:</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1A...................</td>
<td>$31.08</td>
<td>11.05</td>
</tr>
<tr>
<td>Group 1AA..................</td>
<td>$31.63</td>
<td>11.05</td>
</tr>
<tr>
<td>Group 1AAA.................</td>
<td>$32.17</td>
<td>11.05</td>
</tr>
<tr>
<td>Group 1.....................</td>
<td>$30.54</td>
<td>11.05</td>
</tr>
<tr>
<td>Group 2.....................</td>
<td>$30.07</td>
<td>11.05</td>
</tr>
<tr>
<td>Group 3.....................</td>
<td>$29.66</td>
<td>11.05</td>
</tr>
<tr>
<td>Group 4.....................</td>
<td>$27.37</td>
<td>11.05</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 rates):
Zone 2 (25-45 radius miles) - $0.70
Zone 3 (Over 45 radius miles) - $1.00

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

Power Equipment Operators Classifications

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

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

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

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader-overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type
GROUP 2 - Barrier machine (zipper); Batch Plant Operator-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill; Roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barber Green; Scraper-self propelled, hard tall end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blow knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler-asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scapers-concrete and carry-all; Service engine-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blowers 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. 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 including, but
utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLEING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft
classifications subject to working inside a federally designed
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.

-----------------------------------------------
ENG10302-009 06/01/2005

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF
THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, KITITITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN),
SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE
120TH MERIDIAN) COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH
GROUP SHALL BE 95% OF THE BASE RATE PLUS FULL FRINGE BENEFITS.
ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

WORK PERFORMED ON HYDRAULIC DREDGES:
Zone 1 (0-25 radius miles):

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power equipment operators:</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td></td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td></td>
</tr>
<tr>
<td>$300,000 AND OVER....</td>
<td>29.23</td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td></td>
</tr>
<tr>
<td>$300,000 UNDER</td>
<td>26.96</td>
</tr>
<tr>
<td>GROUP 2</td>
<td></td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td></td>
</tr>
<tr>
<td>$300,000 AND OVER....</td>
<td>29.35</td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td></td>
</tr>
<tr>
<td>$300,000 UNDER</td>
<td>27.06</td>
</tr>
</tbody>
</table>
GROUP 3

TOTAL PROJECT COST
$300,000 AND OVER.$ 29.72 11.05
TOTAL PROJECT COST UNDER
$300,000..................$ 27.38 8.40

GROUP 4

TOTAL PROJECT COST
$300,000 AND OVER.........$ 29.77 11.05
TOTAL PROJECT COST UNDER
$300,000..................$ 27.43 8.40

GROUP 5

TOTAL PROJECT COST
$300,000 AND OVER.........$ 31.29 11.05
TOTAL PROJECT COST UNDER
$300,000..................$ 28.75 8.40

GROUP 6

TOTAL PROJECT COST
$300,000 AND OVER.........$ 29.23 11.05
TOTAL PROJECT COST UNDER
$300,000..................$ 26.96 8.40

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - $ .70
Zone 3 (Over 45 radius miles) - $1.00

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 - ASSISTANT MATE (DECKHAND)
GROUP 2 - OILER
GROUP 3 - ASSISTANT ENGINEER (ELECTRIC, DIESEL, STEAM OR
BOOSTER PUMP); MATES AND BOATMEN
GROUP 4 - CRANEMAN, ENGINEER WELDER
GROUP 5 - LEVERMAN, HYDRAULIC
GROUP 6 - MAINTENANCE

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH
GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A
PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. 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 including, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than $150,000.

HEAVY WAGE RATES (CATEGORY A) APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing.
H-2 Class "C" Suit - Base wage rate plus $.25 per hour.
H-3 Class "B" Suit - Base wage rate plus $.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $.75 per hour.

------------------------------------------------------------------------
ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

Rates Fringes

Power equipment operators:
GROUP 1A ................... $ 21.79 7.87
GROUP 1 .................... $ 22.34 7.87
GROUP 2 .................... $ 22.66 7.87
GROUP 3 .................... $ 23.27 7.87
GROUP 4 .................... $ 23.43 7.87
GROUP 5 .................... $ 23.59 7.87
GROUP 6 .................... $ 23.87 7.87
GROUP 7 .................... $ 24.14 7.87
GROUP 8 .................... $ 25.24 7.87

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

Zone 1: Within 45 mile radius of Spokane, Moses Lake, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Moses Lake, 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 CPM, 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; Grade Checker; 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
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 CPM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat; Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Tractor (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) (operate drilling machine, drive or transport drill rig to and on job site and weld well casing); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)
GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar) (operates drilling machine, drive or transport drill rig to and on job site and weld well casing); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatoq (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar)

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, Athey & Huber); Boom Cats (side); Cable Controller (dispatcher); Clamshell Operator (under 3 yds.); 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; Draglines (under 3 yds.); Drill Doctor; H.D. Mechanic; H.D. Welder; Loader Operator (front-end & overhead, 4 yrs. incl. 8 yrs.); 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; Shovels (under 3 yds.); Tractors (D-6 & equivalent & over); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yrs & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & 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

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 $ .30 over scale
Over 250 ft $ .60 over scale
NOTE:
In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:
Anyone working on HAZMAT jobs, working with supplied air shall receive $1.00 an hour above classification.

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ENGI0370-006 06/01/2005

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

WORK PERFORMED ON HYDRAULIC DREDGES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hydraulic Dredge</td>
<td></td>
</tr>
<tr>
<td>GROUP 1: ................... $32.41</td>
<td>7.87</td>
</tr>
<tr>
<td>GROUP 2: ................... $32.53</td>
<td>7.87</td>
</tr>
<tr>
<td>GROUP 3: ................... $32.90</td>
<td>7.87</td>
</tr>
<tr>
<td>GROUP 4: ................... $32.95</td>
<td>7.87</td>
</tr>
<tr>
<td>GROUP 5: ................... $34.47</td>
<td>7.87</td>
</tr>
<tr>
<td>GROUP 6: ................... $32.41</td>
<td>7.87</td>
</tr>
</tbody>
</table>

GROUP 1: Assistant Mate (Deckhand)
GROUP 2: Assistant Engineer (Electric, Diesel, Steam, or Booster Pump); Mates and Boatmen
GROUP 3: Engineer Welder
GROUP 4: Leverman, Hydraulic
GROUP 5: Maintenance
GROUP 6: Oiler

HEAVY WAGE RATES APPLIES TO CLAM SHELL DREDGE, HOE AND DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND BULLDOZERS.

---------------------------------------------------------------------------------------------------------------------
LEWIS, PIERCE, PACIFIC (THAT PORTION WHICH LIES NORTH OF A
PARALLEL LINE EXTENDED WEST FROM THE NORTHERN BOUNDARY OF
WAHKAUKUM COUNTY TO THE SEA IN THE STATE OF WASHINGTON) AND
THURSTON COUNTIES

PROJECTS:
CATEGORY A PROJECTS (excludes Category B projects, as shown
below)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>POWER EQUIPMENT OPERATORS:</td>
<td></td>
</tr>
<tr>
<td>WORK PERFORMED ON</td>
<td></td>
</tr>
<tr>
<td>HYDRAULIC DREDGES: Total</td>
<td></td>
</tr>
<tr>
<td>Project cost $300,000 and over</td>
<td></td>
</tr>
<tr>
<td>GROUP 1 . . . . . . . . . . . . $29.23</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 2 . . . . . . . . . . . . $29.35</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 3 . . . . . . . . . . . . $29.71</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 4 . . . . . . . . . . . . $29.77</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 5 . . . . . . . . . . . . $31.29</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 6 . . . . . . . . . . . . $29.23</td>
<td>11.05</td>
</tr>
<tr>
<td>WORK PERFORMED ON</td>
<td></td>
</tr>
<tr>
<td>HYDRAULIC DREDGES: Total</td>
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<td>Project cost under $300,000</td>
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<td>GROUP 6 . . . . . . . . . . . . $26.96</td>
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</table>

ZONE 2 (26-45 radius miles) - Add $.70 to Zone 1 rates
ZONE 3 (Over 45 radius miles) - Add $1.00 to Zone 1 rates

BASEPOINTS: Tacoma, Olympia, and Centralia

CATEGORY B PROJECTS - 95% of the basic hourly rate for each
group plus full fringe benefits applicable to Category A
projects shall apply to the following projects: Reduced
rates may be paid on the following:
1. Projects involving work on structures such as buildings
and structures whose total value is less than $1.5 million
excluding mechanical, electrical, and utility portions of
the contract.
2. Projects of less than $1 million where no building is
involved. Surfacing and paving included, but utilities
excluded.
3. Marine projects (docks, wharfs, etc.) less than $150,000
WORK PERFORMED ON HYDRAULIC DREDGES:

GROUP 1: Assistant Mate (Deckhand
GROUP 2: Oilier
GROUP 3: Assistant Engineer (Electric, Diesel, Steam or
Booster Pump); Mates and Boatmen
GROUP 4: Craneman, Engineer Welder
GROUP 5: Leverman, Hydraulic
GROUP 6: Maintenance

HEAVY WAGE RATES APPLIES TO CLAM SHEEL DREDGE, HOE AND
DIPPER, SHOVELS AND SHOVEL ATTACHMENTS, CRANES AND
BULLDOZERS

HANDLING OF HAZARDOUS WASTE MATERIALS

H-1 - When not outfitted with protective clothing of level D
equipment - Base wage rate
H-2 - Class "C" Suit - Base wage rate + $.25 per hour
H-3 - Class "B" Suit - Base wage rate + $.50 per hour
H-4 - Class "A" Suit - Base wage rate +$.75 per hour

------------------------------------------------------------------------------------------------------------------

ENG0612-002 06/01/2005

LEWIS, PIERCE, PACIFIC (portion lying north of a parallel line
extending west from the northern boundary of Wahkiakum County
to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH
GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS.
ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tr>
<td>Power equipment operators:</td>
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<td>GROUP 1A $31.08</td>
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<td>GROUP 1AA $31.63</td>
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<td>GROUP 4 $27.37</td>
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Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $ .70
Zone 3 (Over 45 radius miles) - $1.00

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in
height, bas to boom

WA030001 Modification 44
Federal Wage Determination 20
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; Crane-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments.

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

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox-Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay.

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler-asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-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; Grader-checker, stakehop; Hydraulifts/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/guniting 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.

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ENGI0701-002 01/01/2006

CLARK, COWLITZ, Klickitat, Pacific (South), Skamania, and Wahkiakum Counties

POWER EQUIPMENT OPERATORS: ZONE 1

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<thead>
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<th>Rates</th>
<th>Fringes</th>
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</table>

Zone Differential (add to Zone 1 rates):
Zone 2 - $1.50
Zone 3 - 3.00
For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

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

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

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

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over
GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozer Robotic Equipment (any type); CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, diamond head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (with 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.

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 (with 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, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator.

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Pull 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: Churm 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 DJs 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; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: 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-Operator; 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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**ENG10701-003 01/01/2006**

CLARK, COWLITZ, Klickitat, Pacific (South), Skamania, and Wahkiakum Counties

**DREDGING:**

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</tbody>
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**ZONE DESCRIPTION FOR DREDGING:**

ZONE A - All jobs or projects located within 30 road miles of Portland City Hall.
ZONE B - Over 30-50 road miles from Portland City Hall.
ZONE C - Over 50 road miles from Portland City Hall.

*All jobs or projects shall be computed from the city hall by the shortest route to the geographical center of the project.*

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**IRON0014-005 07/01/2005**

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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ironworker</strong></td>
<td>$27.42</td>
<td>13.89</td>
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WA030001 Modification 44
Federal Wage Determination
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<th>Ironworker</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
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<td>$ 29.12</td>
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<tr>
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ZONE 1:

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<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>$18.56</td>
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<tr>
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<td>$25.56</td>
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<td>$26.40</td>
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**Laborers:**
- CALLAM, GRAYS HARBOR,
- ISLAND, JEFFERSON, KING,
- KITSAP, LEWIS, MASON,
- PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHIKAKUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN,
- SKAGIT, SNOHOMISH,
- THURSTON AND WHATCOM COUNTIES
  - GROUP 1..............$ 15.14  7.95
  - GROUP 2..............$ 17.46  7.95
  - GROUP 3..............$ 19.18  7.95
  - GROUP 4..............$ 19.66  7.95
  - GROUP 5..............$ 20.02  7.95

**ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):**
- ZONE 2 - $ .70
- ZONE 3 - $1.00

**BASE POINTS:** CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

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

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

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

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating
Screed; Asbestos Abatement Laborer; Ballast Regulator
Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter
Tender; Cement Finisher Tender; Change House or Dry Shack;
Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;
Clean-up Laborer; Concrete Form Stripper; Curing Laborer;
Demolition (wrecking and moving including charred
material); Ditch Digger; Dump Person; Fine Graders;
Firewatch; Form Setter; Gabian Basket Builders; Grout
Machine Tender; Grinders; Guardrail Erector; Hazardous
Waste Worker (Level C); Maintenance Person; Material Yard
Person; Pot Tender; Rip Rap Person; Riggers; Scale Person;
Sloper Sprayer; Signal Person; Stock 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,
airarac); Faller and Bucker Chain Saw; Grade Checker and
Transit Person; Groutmen (pressure) including post tension
beams; Hazardous Waste Worker (Level B); High Scaler;
Jackhammer; Laserbeam Operator; Manhole Builder-Mudman;
Mortarman and Hodcarrier; Nozzleman (concrete pump, green
cutter when using combination of high pressure air and
water on concrete and rock, sandblast, gunite, shotcrete,
water blaster, vacuum blaster); Pavement Breaker; Pipe
Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not
insert type); Pipe Wrapper; Power Jacks; Railroad Spike
Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper
(over 20 ft.); Spreader (concrete); Tamper and Similar
electric, air and gas operated tool; Timber Person-sewer
(lagger shorer and cribber); Track Liner Power; Tugger
Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Powderman; Re-Timberman;
Hazardous Waste Worker (Level A).
LAB00238-004 06/01/2005

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA AND WHITMAN COUNTIES

<table>
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<tr>
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<th>Fringes</th>
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<tr>
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<td>GROUP 2:</td>
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<td>GROUP 3:</td>
<td>$20.08</td>
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<td>GROUP 4:</td>
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<td>GROUP 5:</td>
<td>$20.63</td>
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<tr>
<td>GROUP 6:</td>
<td>$22.00</td>
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</tbody>
</table>

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

BASE POINTS: Spokane, Moses Lake, 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, pumpccrete machine, signaling, handling the nozzle of squeezcrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class 'A' (to include all bull gang, concrete crewman, dumpman and pumpccrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoeseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoeseman (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); Nozzlemen (to include squeeze and flo-crete nozzle); Nozzlemen, 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; Water Drills; 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, nozzlemen for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzlemen (to include jet blasting nozzlemen, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collaran, joiner, mortaran, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

GROUP 6 - Powderman
COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

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<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Hod Carrier</td>
<td>$ 21.90</td>
<td>6.95</td>
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LABO0335-001 06/01/2005

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKANANIA AND WAHKIAKUM COUNTIES

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<th>Rates</th>
<th>Fringes</th>
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<td>Laborers:</td>
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<td>ZONE 1:</td>
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<tr>
<td>GROUP 1</td>
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<tr>
<td>GROUP 2</td>
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<tr>
<td>GROUP 3</td>
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<tr>
<td>GROUP 4</td>
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<td>GROUP 6</td>
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<tr>
<td>GROUP 7</td>
<td>$ 16.57</td>
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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: GOLDENALE, 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; Guard Rail, Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean-up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tamper; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grindor; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tamper; Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzleman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel
GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

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<thead>
<tr>
<th>LAB00335-010 06/01/2005</th>
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<tbody>
<tr>
<td>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</td>
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<tr>
<td>Rates</td>
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<td>Hod Carrier .................. $ 26.04</td>
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<td>STATEWIDE EXCEPT CLARK, COWLITZ, Klickitat, Pacific (South), Skamania, and Wahkiakum Counties</td>
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<tr>
<td>Rates</td>
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<td>Painters:</td>
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<td>STRIPERS .................. $ 23.20</td>
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<th>* PAIN0005-004 07/01/2005</th>
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<td>CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES</td>
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<tr>
<td>Rates</td>
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<tr>
<td>Painter .................. $ 19.00</td>
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ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);  
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,  
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,  
WHITMAN AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
</tr>
<tr>
<td>Application of Cold Tar Products, Epoxies, Polyurethane, Acids, Radiation Resistant Material, Water and Sandblasting, Bridges, Towers, Tanks, Stacks, Steeples..........................$ 19.84</td>
<td>6.53</td>
</tr>
<tr>
<td>Brush, Roller, Striping, Steam-cleaning and Spray....$ 18.84</td>
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</tr>
<tr>
<td>Lead Abatement, Asbestos Abatement......................$ 19.84</td>
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<tr>
<td>TV Radio, Electrical Transmission Towers............$ 20.59</td>
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</table>

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

PAIN0055-002 05/16/2005

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

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<td>Painters:</td>
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<tr>
<td>Brush &amp; Roller..................$ 18.03</td>
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<td>High work - All work 60 ft. or higher..................$ 18.78</td>
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<td>Spray and Sandblasting............$ 18.63</td>
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PAIN0055-007 06/01/2005

CLARK, Cowlitz, Klickitat, Skamania and Wahkiakum Counties

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<tr>
<td>HIGHWAY &amp; PARKING LOT STRIPER.........................$ 25.49</td>
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Cement Mason

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<td>$22.73</td>
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Zone Differential (Add to Zone 1 rate): Zone 2 - $2.00

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

Cement Masons:

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<tr>
<td>$29.59</td>
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COMPOSITION, COLOR MASTIC, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.

Cement Masons doing both composition/power machinery and suspended/hanging scaffold:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.89</td>
<td>11.05</td>
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CEMENT MASONs on suspended, swinging and/or hanging scaffold:

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<th>Fringes</th>
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CEMENT MASONs:

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<th>Fringes</th>
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<tbody>
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COMPOSITION WORKERS AND POWER MACHINERY OPERATORS:

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<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.39</td>
<td>11.05</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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
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PLUM0032-002 01/01/2006

CLALLAM, KING AND JEFFERSON COUNTIES

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<th>Fringes</th>
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PLUM0032-003 01/01/2006

CHELAN, KITTITAS (NORTHERN TIP), DOUGLAS (NORTH), AND OKANOGAN (NORTH) COUNTIES

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<th>Fringes</th>
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PLUM0044-003 06/01/2005

ADAMS (NORTHERN PART), ASOTIN (CLARKSTON ONLY), FERRY (EASTERN PART), LINCOLN, PEND ORIELLE, STEVENS, SPOKANE, AND WHITMAN COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$29.76</td>
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<td>11.69</td>
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<tr>
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<th>Rates</th>
<th>Fringes</th>
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<tbody>
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<td>Plumbers and Pipefitters</td>
<td>$33.27</td>
<td>14.50</td>
</tr>
</tbody>
</table>

PLUM0265-003 01/01/2006

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$33.27</td>
<td>14.50</td>
</tr>
</tbody>
</table>

PLUM0290-003 10/01/2005

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$33.84</td>
<td>15.24</td>
</tr>
</tbody>
</table>

PLUM0598-005 06/01/2005

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Plumber</td>
<td>$32.57</td>
<td>16.61</td>
</tr>
</tbody>
</table>
### MASON (NE SECTION), AND KITSAP COUNTIES

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All new construction, additions, and remodeling of commercial building projects such as: cocktail lounges and taverns, professional buildings, medical clinics, retail stores, hotels and motels, restaurants and fast food types, gasoline service stations, and car washes where the plumbing and mechanical cost of the project is less than $100,000</td>
<td>$22.59</td>
<td>5.34</td>
</tr>
<tr>
<td>All other work where the plumbing and mechanical cost of the project is $100,000 and over</td>
<td>$32.62</td>
<td>14.50</td>
</tr>
</tbody>
</table>

---

### TEAM0037-002 06/01/2005

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></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck drivers:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZONE 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$24.65</td>
<td>10.00</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$24.77</td>
<td>10.00</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$24.90</td>
<td>10.00</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$25.16</td>
<td>10.00</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$25.38</td>
<td>10.00</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$25.54</td>
<td>10.00</td>
</tr>
<tr>
<td>GROUP 7</td>
<td>$25.74</td>
<td>10.00</td>
</tr>
</tbody>
</table>
Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

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

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix 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 06/01/2005

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 COUNTRIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck drivers:</td>
<td></td>
</tr>
<tr>
<td>ZONE A:</td>
<td></td>
</tr>
<tr>
<td>GROUP 1:.................$ 26.94</td>
<td>11.58</td>
</tr>
<tr>
<td>GROUP 2:.................$ 26.36</td>
<td>11.58</td>
</tr>
<tr>
<td>GROUP 3:.................$ 23.96</td>
<td>11.58</td>
</tr>
<tr>
<td>GROUP 4:.................$ 19.71</td>
<td>11.58</td>
</tr>
<tr>
<td>GROUP 5:.................$ 26.70</td>
<td>11.58</td>
</tr>
</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 centr of listed cities*): Add $1.00 per hour to Zone A rates.
Zone pay will be calculated from the city center of the following listed cities:

<table>
<thead>
<tr>
<th>Bellingham</th>
<th>Centralia</th>
<th>Raymond</th>
<th>Olympia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Everett</td>
<td>Shelton</td>
<td>Anacortes</td>
<td>Bellevue</td>
</tr>
<tr>
<td>Seattle</td>
<td>Port Angeles</td>
<td>Mt. Vernon</td>
<td>Kent</td>
</tr>
<tr>
<td>Tacoma</td>
<td>Port Townsend</td>
<td>Aberdeen</td>
<td>Bremerton</td>
</tr>
</tbody>
</table>

**TRUCK DRIVERS CLASSIFICATIONS**

**GROUP 1** - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsterers and similar equipment; Turnorockers, Turnowagon, Turnotrailer, 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, Turnorockers, Turnowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment.

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

**GROUP 4** - Escort or Pilot Car

**GROUP 5** - Mechanic
HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0760-002 06/01/2005

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

Rates Fringes

Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)

ZONE 1:
GROUP 1 ...................... $ 17.83 9.90
GROUP 2 ...................... $ 20.10 9.90
GROUP 3 ...................... $ 20.60 9.90
GROUP 4 ...................... $ 20.93 9.90
GROUP 5 ...................... $ 21.04 9.90
GROUP 6 ...................... $ 21.21 9.90
GROUP 7 ...................... $ 21.74 9.90
GROUP 8 ...................... $ 22.07 9.90

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; Dumper (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: Dumper (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 (8,000 - 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 Stringer 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 is 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.

WA030001 Modification 44
Federal Wage Determination
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

WA030001 Modification 44
Federal Wage Determination
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
Improvement Plans
Parcel Lot lines are for visual display only. Do not use for legal purposes.

Yakima County GIS
Copyright (C) 2006 Yakima County
This map was derived from several databases. The County cannot accept responsibility for any errors. Therefore, there are no warranties for this product.

Plot date: Apr 4, 2006, kl
CONSTRUCTION NOTES:

1. Install 8' chain link fence with 3 stands of barbed wire (County Supplied).

2. Install 20' gate and support posts (County Supplied).

3. Install Contractor supplied corner post.

4. Construct 10' x 20' x 0.5' concrete pad. The pad shall be reinforced with 6" x 6", 10 gauge welded wire mesh. The wire mesh shall be supported to ensure that the wire mesh will remain 0.25' from the top of the slab. The pad shall be placed on 0.33' of leveled and compacted CSTC. The pad shall be constructed of class 4000 concrete.

5. Install 5 KW generator, per manufacturers recommendations (County supplied) on concrete pad. Install propane vaporizer on generator (County supplied).

6. Install 500 gallon propane tank (County supplied) on concrete pad. Plumb tank to the generator and test run generator.

7. Construct 5' x 5' x 0.33' concrete pad. Remove existing concrete. Place new slab on 0.33' of leveled and compacted CSTC. Pad shall be constructed of class 4000 concrete.

8. Install 2 - 2" RGS conduits. Conduits shall be installed 1.5' below natural ground. Conduit trench shall be backfilled with compacted CSTC. Conduit shall be placed through the concrete pad to connect to the generator. The conduit shall be elbowed at the existing building and capped 1.0' above natural ground.