CONTRACT DOCUMENTS

MARION DRAIN ROAD
BRIDGE NO. 421 REPLACEMENT
Federal Aid Project No. BROS-2039(030)
YAKIMA COUNTY PUBLIC SERVICES PROJECT
C 2971
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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.

[Signature]

[Seal]

EXPIRES 8/13/07

GARY N. EKSTEDT, P.E.
COUNTY ENGINEER
INSTRUCTIONS TO BIDDERS

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 232, 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 March 1, 2007.

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

Room 419, 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 assure 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
PROPOSAL

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

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

C 2971 – MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT

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

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**Total:**
PROPOSAL - CONTINUED

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

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

CASH [ ] IN THE AMOUNT OF __________________________

CASHIER'S CHECK [ ] _______________________________ DOLLARS

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

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

Bidder acknowledges receipt of the following Addendums:

<table>
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The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendums issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

________________________________________
Title:

________________________________________
Firm Name:

________________________________________
Address:

________________________________________
Phone No.:

Washington Registration No.:

________________________________________
Federal ID Tax No.:

________________________________________
UBI No.:

________________________________________
E-Mail:

Signed and sworn (or affirmed) before me on __________________________

_________________________{Stamp}
Date

NOTARY PUBLIC

My appointment expires __________________________

(Seal and Stamp)

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

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

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications C 2971.
LETTER OF RESPONSIBILITY

Date: ______________________
County Road Project No.: C 2971

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

Dear Sirs:

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

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

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

DESCRIPTION OF WORK:
C 2971 – MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT

I have the following equipment available for this work:
__________________________________________________________________________________
__________________________________________________________________________________
__________________________________________________________________________________

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

Very truly yours,

______________________________
Contractor

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

In interpreting these specifications, the following definitions shall prevail:


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

BOARD:  The Board of County Commissioners of Yakima County.

ENGINEER:  County, or construction engineer, or his duly authorized 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 C 2971 – MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT and shall perform any changes in the work in accordance with the Contract Documents. "Contract Documents" are this Contract, the attached Plans and Specifications and the current edition of the Standard Specifications of the Washington State Department of Transportation and American Public Works Association which are by this reference incorporated herein and made a part hereof. In using said Standard Specifications and Amendments thereto, "Secretary of Transportation", "Engineer" and like terms used therein will be construed to mean Yakima County Engineer and "State" or "Thurston County" shall mean Yakima County.

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

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

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

V. It is further provided that no 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: Deputy Clerk of the Board

Jennifer Adams

Approved as to form:

Deputy Prosecuting Attorney
PERFORMANCE BOND
(RCW 39.08)

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

THE CONDITION of this bond is such that WHEREAS, on ______________, 20___, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of C 2971 – MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT, according to the maps, plans and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

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

Dated this ______ day of __________________________, 20___

PRINCIPAL

By: __________________________

Title: __________________________

APPROVED: YAKIMA COUNTY

Chair of the Board of
Yakima County Commissioners

Date: __________________________, 20___

SURETY

By: __________________________

Attorney-in-Fact

Approved as to form:

Deputy Prosecuting Attorney

Name of Local Office of Agent

Address of Local Office Agent

BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER

MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT
C 2971

Informational Bid Documents

11
SUBCONTRACTOR LIST

To be Submitted with the Bid Proposal

Project Name: ________________________________

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

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

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

Subcontractor Name: ________________________________
Work to be performed: ________________________________

Subcontractor Name: ________________________________
Work to be performed: ________________________________

Subcontractor Name: ________________________________
Work to be performed: ________________________________
AMENDMENTS TO
THE STANDARD
SPECIFICATIONS
AMENDMENTS TO STANDARD SPECIFICATIONS

C 2971 – MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT

YAKIMA COUNTY, WASHINGTON

STANDARD SPECIFICATIONS

The English version of the 2006 Standard Specifications for Road, Bridge, and Municipal Construction (English) as prepared by the Washington State Department of Transportation are adopted by the Board of County Commissioners of Yakima County as a Standard Specifications. These Standard Specifications and the Amendments thereto shall apply to all work to be done under this project except as these Special Provisions expressly alter or modify them. In using said Standard Specifications, and Amendments thereto, Secretary of Transportation, Engineer, and like terms therein shall be construed to mean Yakima County Engineer and where Thurston County is used it shall mean Yakima County.

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.

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2006 Standard Specifications for Road, Bridge, and Municipal Construction.

This project is designed in metric units. Among the Special Provisions contained in this project are revisions to sections within Divisions 1, 6, 7 and 9 that provide conversion methods and charts needed to administer this project utilizing the 2004 Standard Specifications.

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.

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

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
August 7, 2006

1-07.9(1) General

The fifth paragraph is revised to read:

If employing labor in a class not listed in the contract provisions on state funded projects only, the Contractor shall request a determination of the correct wage and benefits rate for that class and locality from the Industrial Statistician, Washington State Department of Labor and Industries (State L&I), and provide a copy of those determinations to the Engineer.

The fifth paragraph is supplemented with the following new paragraph:

If employing labor in a class not listed in the contract provisions on federally funded projects, the Contractor shall request a determination of the correct wage and benefits for that class and locality from the U. S. Secretary of Labor through the project engineer's office. Generally, the contractor initiates the request by preparing standard form 1444 and submitting it to the project engineers' office for further action.

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 industrial 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
December 4, 2006

1-08.1 Subcontracting
The eighth paragraph (beginning with - On all projects funded with both Contracting Agency funds
and Federal assistance ...) is supplemented with the following:

The Contractor has the option of submitting actual MBE/WBE or DBE payment data, on
Federally assisted, Federally assisted and Contracting agency funded, and Contracting
Agency funded only contracts to the contracting agency on a monthly basis using the
Contract Monitoring and Tracking System (CMATS) through the BizWeb application located
at http://www.omwbe.wa.gov/bizwebatwashington. Use of CMATS will become a requirement
for all contractors effective January 7, 2008.

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,
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 10 days after the date the contract is executed, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.3(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.

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.

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.

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 whole or half day on which the contract specifically prohibits work on the critical
path of the Contractor's approved progress schedule, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. 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

December 4, 2006

1-09.6 Force Account

The last paragraph under “3. For Equipment” is revised to read:

Copies of the AGC/WSDOT Equipment Rental Agreement will be maintained on the Contracting Agency's web site at www.wsdot.wa.gov.

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 2-03, ROADWAY EXCAVATION AND EMBANKMENT
August 7, 2006

2-03.3(2) Rock Cuts
This section is revised to read:

1. Preserving Rock Below Subgrade. The Contractor shall take care not to break down, loosen, or damage the rock under the subgrade line, except as provided by Section 2-03.3(3). Normally cuts will be made from the top, lift by lift, to protect the rock bench that will remain. The Contractor shall be responsible for methods used and for any damage caused to the roadbed, regardless of any previous approvals by the Engineer.

2. Scaling and Dressing. To leave rock cuts in a safe, stable condition, the Contractor shall scale and dress them, removing all loose fragments and rocks not firmly fastened to the rock slope. The Contractor shall also remove any overhanging rock the Engineer sees as a hazard to roadway users.

If the Engineer requires it, the Contractor shall remove loose fragments and rocks lying outside the slope stakes. Payment for such extra work shall be by force account as provided in Section 1-09.6. The Contracting Agency will pay for loading and hauling these materials at the unit contract prices that apply or as provided in Section 1-04.4.

3. Drilling and Blasting. Not less than two weeks prior to commencing drilling and blasting operations or at any time the Contractor proposes to change the drilling and blasting methods, the Contractor shall submit a blasting plan to the Engineer for review. The blasting plan shall contain the full details of the drilling and blasting patterns and controls the Contractor proposes to use for both the controlled and production blasting. The blasting plan submittal is required for all blasting operations and shall contain the following minimum information:

a) Station limits of proposed shot.

b) Plan and section views of proposed drill pattern including free face, burden, blast hole spacing, blast hole diameter, blast hole angles, lift height, and subdrill depth.

c) Loading diagram showing type and amount of explosives, primers, initiators, and location and depth of stemming.

d) Initiation sequence of blast holes including delay times and delay system.

e) Manufacturer’s data sheets for all explosives, primers, and initiators to be employed.

Review of the blasting plan by the Engineer shall not relieve the Contractor of the responsibility for the accuracy and adequacy of the plan when implemented in the field.

When blasting to establish slopes \( \frac{1}{2} \) to 1 or steeper, and more than 10 feet high, the Contractor shall use controlled blasting. The Engineer may require the Contractor to use...
controlled blasting to form the faces of other slopes, even if the slopes could be formed by nonblasting methods.

Controlled blasting refers to the controlled use of explosives and blasting accessories in carefully spaced and aligned drill holes to provide a free surface or shear plane in the rock along the specified backslope. Controlled blasting techniques covered by this specification include presplitting and cushion blasting.

In addition to the blasting plan submittal, when using controlled blasting the Contractor shall:

a) Prior to commencing full-scale blasting operations, the Contractor shall demonstrate the adequacy of the proposed blast plan by drilling, blasting, and excavating short test sections, up to 100 feet in length, to determine which combination of method, hole spacing, and charge works best. When field conditions warrant, the Contractor may be ordered to use test section lengths less than 100 feet.

Unless otherwise approved by the Engineer, the Contractor shall begin the tests with the controlled blast holes spaced 30-inches apart, then adjust if needed, until the Engineer approves the spacing to be used for full-scale blasting operations.

b) The Contractor shall completely remove all overburden soil and loose or decomposed rock along the top of the excavation for a distance of at least 30 feet beyond the end of the production hole drilling limits, or to the end of the cut, before drilling the presplitting holes.

c) The controlled blast holes shall be not less than 2\(\frac{1}{2}\) inches nor more than 3 inches in diameter.

d) The Contractor shall control drilling operations by the use of the proper equipment and technique to ensure that no hole shall deviate from the plane of the planned slope by more than 9 inches either parallel or normal to the slope. Drill holes exceeding these limits shall not be paid for unless satisfactory slopes are being obtained.

e) Controlled blast holes shall extend a minimum of 30 feet beyond the limits of the production holes to be detonated, or to the end of the cut as applicable.

f) The length of controlled blast holes for any individual lift shall not exceed 20 feet unless the Contractor can demonstrate to the Engineer the ability to stay within the above tolerances and produce a uniform slope. If greater than 5 percent of the presplit holes are misaligned in any one lift, the Contractor shall reduce the height of the lifts until the 9-inch alignment tolerance is met. Upon satisfactory demonstration, the length of holes may be increased to a maximum of 60 feet with written approval of the Engineer.

g) When the cut height requires more than one lift, a maximum 2-foot offset between lifts will be permitted to allow for drill equipment clearances. The Contractor shall begin the control blast hole drilling at a point that will allow for
necessary offsets and shall adjust, at the start of lower lifts, to compensate for any drift that may have occurred in the upper lifts.

h) Before placing charges, the Contractor shall determine that the hole is free of obstructions for its entire depth. All necessary precautions shall be exercised so that the placing of the charges will not cause caving of material from the walls of the holes.

i) The maximum diameter of explosives used in presplit holes shall not be greater than \( \frac{1}{2} \) the diameter of the presplit hole.

j) Only standard explosives manufactured especially for controlled blasting shall be used in controlled blast holes, unless otherwise approved by the Engineer. Bulk ammonium nitrate and fuel oil (ANFO) shall not be allowed to be loaded in the presplit holes.

k) If fractional portions of standard explosive cartridges are used, they shall be firmly affixed to the detonating cord in a manner that the cartridges will not slip down the detonating cord nor bridge across the hole. Spacing of fractional cartridges along the length of the detonating cord shall not exceed 30 inches center to center and shall be adjusted to give the desired results.

l) Continuous column cartridge type of explosives used with detonating cord shall be assembled and affixed to the detonating cord in accordance with the explosive manufacturer's instructions, a copy of which shall be furnished to the Engineer.

m) The bottom charge of a presplit hole may be larger than the line charges but shall not be large enough to cause overbreak. The top charge of the presplitting hole shall be placed far enough below the collar, and reduced sufficiently, to avoid overbreaking and heaving.

n) The upper portion of all presplit holes, from the top most charge to the hole collar, shall be stemmed. Stemming materials shall be sand or other dry angular material, all of which passes a \( \frac{3}{8} \)-inch sieve.

o) If presplitting is specified, the detonation of these holes shall be fired first.

p) If cushion blasting is specified, the detonation of these holes shall be fired last on an instantaneous delay after all other blasting has taken place in the excavation.

q) Production blast holes shall not be drilled closer than 6 feet to the controlled blast line, unless approved by the Engineer. The bottom of the production holes shall not be lower than the bottom of the controlled blast holes. Production holes shall not exceed 6 inches in diameter, unless approved by the Engineer. Detonation of production holes shall be on a delay sequence toward a free face.

r) The use of horizontal blast holes for either production or controlled blasting is prohibited.
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 2-12 CONSTRUCTION GEOTEXTILE
August 7, 2006

The section title is revised to read:

CONSTRUCTION GEOSYNTHETIC

2-12 CONSTRUCTION GEOTEXTILE

This heading is revised to read:

2-12 CONSTRUCTION GEOSYNTHETIC

2-12.1 Description
The word geotextile is revised to geosynthetic.

2-12.2 Materials
In the first and second paragraphs geotextile is revised to geosynthetic.

2-12.3 Construction Requirements
In the first, second, and third paragraphs geotextile is revised to geosynthetic.

SECTION 3-01, PRODUCTION FROM QUARRY AND PIT SITES
August 7, 2006

3-01.4(1) Acquisition and Development
The first paragraph is revised to read:

If, under the terms of the Contract, the Contractor is required to provide a source of materials, or if the Contractor elects to use materials from sources other than those provided by the Contracting Agency, the Contractor shall, at no expense to the Contracting Agency, make all necessary arrangements for obtaining the material and shall ensure the quantity of suitable material is available. Preliminary samples shall be taken by or in the presence of the Engineer or a designated representative unless the Engineer permits otherwise. Approval of the source does not relieve the Contractor from meeting these specification requirements,
nor does it guarantee that the material will meet these requirements without additional or
proper processing. The Engineer may require additional preliminary samples at any time.

SECTION 5-01, CEMENT CONCRETE PAVEMENT REHABILITATION
December 4, 2006

5-01.3(2)B Portland Cement Concrete
The third paragraph beginning with “Acceptance testing” is supplemented with the following:

The Contractor shall provide cure boxes in accordance with Section 6-02.3(5)H, and 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. Payment for cure boxes shall be in
accordance with Section 6-02.5.

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

When new concrete pavement is to be placed against existing cement concrete pavement,
epoxy coated tie bars and epoxy coated dowel bars shall be drilled and grouted into the
existing pavement with either Type I or IV epoxy resin as specified in Section 9-26. Tie bars
are not required for panel replacement less than a full panel.

5-01.3(6) Dowel Bar Retrofit
The fourth and fifth sentences in the second paragraph are revised to read:

When gang saws are used, slots that are not used shall be cleaned and sealed with either
Type I or IV epoxy resin as specified in Section 9-26.

The sixth paragraph is revised to read:

All slot surfaces shall be cleaned to bare concrete by sand blasting. The cleaning shall
remove all slurry, parting compound, and other foreign materials prior to installation of the
dowel. Any damage to the concrete shall be repaired by the Contractor at no cost to the
Contracting Agency. Traffic shall not be allowed on slots where concrete has been removed.

5-01.3(10) Pavement Smoothness
This section is revised to read:

Perform the work described in Section 5-05.3(12), and the following:

Where the pavement is ground, calculation of the profile index shall exclude dips and
depressions in the existing roadway. The profilograph generated reports shall be
provided to the Engineer prior to payment.

5-01.5 Payment
This section is revised to read:

In the 15th paragraph for Sealing Transverse and Longitudinal Joints, delete "Cement
Concrete Pavement Grinding", per square yard.
At the top of the 16th paragraph add "Cement Concrete Pavement Grinding", per square yard.

The second sentence in the 16th paragraph is revised to read:

The costs of any additional pavement grinding and profiling required to complete the work as specified is also included in this payment.

The 18th paragraph for Replace Uncompactable Material is supplemented with the following:

All costs associated with the containment, collection and disposal of concrete slurry and grinding residue shall be included in the applicable concrete grinding or cutting items of work.

SECTION 5-05, CEMENT CONCRETE PAVEMENT
December 4, 2006

5-05.3(4)A Acceptance of Portland Cement Concrete Pavement
The ninth paragraph beginning with “Acceptance testing for compliance” is supplemented with the following:

The Contractor shall provide cure boxes in accordance with Section 6-02.3(5)H, and 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. Payment for cure boxes shall be in accordance with Section 6-02.5.

5-05.3(7) Placing, Spreading, and Compacting Concrete
The second paragraph is revised to read:

The average density of the cores shall be at least 97 percent of the approved mix design density or the actual concrete density when determined by the Contractor using AASHTO T 121 with no cores having a density of less than 96 percent.

5-05.3(10) Tie Bars and Dowel Bars
The second sentence in the seventh paragraph is revised to read:

The epoxy-bonding agent shall be either Type I or IV epoxy resin as specified in Section 9-26.

5-05.3(12) Surface Smoothness
The first sentence in the first paragraph is revised to read:

The pavement smoothness will be checked with equipment furnished and operated by the Contractor under supervision of the Engineer, within 48 hours following placement of concrete.
SECTION 6-02, CONCRETE STRUCTURES

December 4, 2006

6-02.3(2) Proportioning Materials
The third paragraph is revised to read:

The use of fly ash is required for Class 4000D and 4000P concrete, except that ground granulated blast furnace slag may be substituted for fly ash at a 1:1 ratio. The use of fly ash and ground granulated blast furnace slag is optional for all other classes of concrete.

6-02.3(2)A Contractor Mix Design
The first paragraph is revised to read:

The Contractor shall provide a mix design in writing to the Engineer for all classes of concrete specified in the Plans except for those accepted based on a Certificate of Compliance. No concrete shall be placed until the Engineer has reviewed the mix design. The required average 28 day compressive strength shall be selected per ACI 318, Chapter 5, Section 5.3.2. ACI 211.1 and ACI 318 shall be used to determine proportions. The proposed mix for Class 4000P shall provide a minimum fly ash or ground granulated blast furnace slag content per cubic yard of 100 pounds, and a minimum cement content per cubic yard of 600 pounds. The proposed mix for Class 4000D shall provide a minimum fly ash or ground granulated blast furnace slag content per cubic yard of 75 pounds, and a minimum cement content per cubic yard of 660 pounds. All other concrete mix designs, except those for lean concrete and commercial concrete, shall have a minimum cementitious material content of 564 pounds per cubic yard of concrete.

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.

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

6-02.3(5)C Conformance to Mix Design

Item 2 under the first paragraph is revised to read:

   2. Fly ash and ground granulated blast furnace slag weight plus or minus 5 percent of that specified in the mix design.

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(6)D Protection Against Vibration
The last sentence in the second paragraph is revised to read:

See the Shaft Special Provision, and Section 6-16 respectively for shaft installation, and soldier pile shaft installation operations.

The first sentence in number 3 under Prescriptive Safe Distance Method is revised to read:

(3) Equipment Class H (High Vibration) shall include pile drivers, machine operated impact tools, pavement breakers, and other large pieces of equipment.

6-02.3(11) Curing Concrete
The second paragraph is supplemented with the following:

Runoff water shall be collected and disposed of in accordance with all applicable regulations. In no case shall runoff water be allowed to enter any lakes, streams, or other surface waters.

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:
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(24)C Placing and Fastening
The 14th paragraph is revised to read:

Clearances shall be at least:

4-inches between: Main bars and the top of any concrete masonry exposed to the action of salt or alkaline water.

3-inches between: Main bars and the top of any concrete deposited against earth without intervening forms.

2½-inches between: Adjacent bars in a layer. Roadway slab bars and the top of the roadway slab.

2-inches between: Adjacent layers. Main bars and the surface of concrete exposed to earth or weather (except in roadway slabs). Reinforcing bars and the faces of forms for exposed aggregate finish.

1½-inches between: Main bars and the surface of concrete not exposed to earth or weather. Slab bars and the top of the slab (except roadway slabs). Barrier and curb bars and the surface of the concrete. Stirrups and ties and the surface of the concrete exposed to earth or weather.

1-inch between: Slab bars and the bottom of the slab. Stirrups and ties and the surface of the concrete not exposed to earth or weather.

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 6-03, STEEL STRUCTURES
December 4, 2006

6-03.3(7) Shop Plans
The first two sentences in the first paragraph are revised to read:

The Contractor shall submit for approval all shop detail plans for fabricating the steel. These shall be sent to 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
6-03.3(21)A Web Plates
This section is revised to read:

If web plates are spliced, gaps between plate ends shall be set at shop assembly to measure 1/4-inch, and shall not exceed 3/8-inch.

6-03.3(33) Bolted Connections
The first sentence in the second paragraph is revised to read:

All bolted connections are slip critical.

SECTION 6-05, PILING
August 7, 2006

6-05.3(11)H Pile Driving From or Near Adjacent Structures
The second paragraph is revised to read:

Freshly placed concrete in the vicinity of the pile driving operation shall be protected against vibration in accordance with Section 6-02.3(6)D.

The third paragraph is deleted.

6-05.5 Payment
The paragraph following "Furnishing St. Piling", per linear foot is revised to read:

The unit contract price per linear foot for “Furnishing (type) Piling (_____)” shall be full pay for furnishing the piling specified, including fabricating and installing the steel reinforcing bar cage, and casting and curing the concrete, as required for concrete piling. Such price shall also be full pay, when measurement includes, for piling length ordered but not driven.

SECTION 6-07, PAINTING
August 7, 2006

6-07.2 Materials
The first sentence in the second paragraph is revised to read:

Material used for field abrasive blasting shall meet Military Specification MIL-A-22262B(SH) as listed on QPL-22262-28 as maintained by the Department of the Navy.

6-07.3(2)A Bridge Cleaning
In the third paragraph under Pressure Flushing, the US Sieve size for Apparent opening size (ASTM D4751) is revised to read:

#100 US Sieve
SECTION 6-09, MODIFIED CONCRETE OVERLAYS
December 4, 2006

6-09.3(6)C Placing Deck Repair Concrete
This section is revised to read:

Deck repair concrete for modified concrete overlays shall be either modified concrete or concrete Class M.

Before placing any deck repair concrete, the Contractor shall flush the existing concrete in the repair area with water and make sure that the existing concrete is well saturated. The Contractor shall remove any freestanding water prior to placing the deck repair concrete. The Contractor shall place the deck repair concrete onto the existing concrete while it is wet.

All deck repairs with exposed bottom layer steel reinforcing bars, all full depth deck repairs, and all deck repairs of an area greater than ten square feet (measured at the top layer of steel reinforcement) shall be repaired, and wet cured for 42 hours in accordance with Section 6-09.3(13), prior to placing the concrete overlay. During the curing period, all vehicular and foot traffic shall be prohibited on the repair area.

Small deck repairs, defined as those of an area equal to or less than ten square feet (measured at the top layer of steel reinforcement), shall be filled with concrete overlay material during the placement of the concrete overlay.

SECTION 6-10, CONCRETE BARRIER
December 4, 2006

6-10.2 Materials
The fourth paragraph is revised to read:

Connecting pins, drift pins and steel pins for type 3 anchors shall conform to Section 9-06.5(4) and be galvanized in accordance with AASHTO M 232. All other hardware shall conform to Section 9-06.5(1) and be galvanized in accordance with AASHTO M 232.

SECTION 6-11, PRECAST CONCRETE RETAINING WALL STEMS
January 3, 2006

This section including title is revised to read:

SECTION 6-11, REINFORCED CONCRETE WALLS

6-11.1 Description
This work consists of constructing reinforced concrete retaining walls, including those shown in the Standard Plans, L walls, and counterfort walls.

6-11.2 Materials
Materials shall meet the requirements of the following sections:

Cement
Aggregates for Portland Cement Concrete

MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT
C 2971

35
6-11.3 Construction Requirements

6-11.3(1) Submittals
The Contractor shall submit all excavation shoring plans to the Engineer for approval in accordance with Section 2-09.3(3)D.

The Contractor shall submit all falsework and formwork plans to the Engineer for approval in accordance with Sections 6-02.3(16) and 6-02.3(17).

If the Contractor elects to fabricate and erect precast concrete wall stem panels, the following information shall be submitted to the Engineer for approval in accordance with Sections 6-01.9 and 6-02.3(28)A:

1. Working drawings for fabrication of the wall stem panels, showing dimensions, steel reinforcing bars, joint and joint filler details, surface finish details, lifting devices with the manufacturer’s recommended safe working capacity, and material specifications.

2. Working drawings and design calculations for the erection of the wall stem panels showing dimensions, support points, support footing sizes, erection blockouts, member sizes, connections, and material specifications.

3. Design calculations for the precast wall stem panels, the connection between the precast panels and the cast-in-place footing, and all modifications to the cast-in-place footing details as shown in the Plans or Standard Plans.

The Contractor shall not begin excavation and construction operations for the retaining walls until receiving the Engineer’s approval of the above submittals.

6-11.3(2) Excavation and Foundation Preparation
Excavation shall conform to Section 2-09.3(3), and to the limits and construction stages shown in the Plans. Foundation soils found to be unsuitable shall be removed and replaced in accordance with Section 2-09.3(1)C.

6-11.3(3) Precast Concrete Wall Stem Panels
The Contractor may fabricate precast concrete wall stem panels for construction of Standard Plan Retaining Wall Types 1 through 6 and 1SW through 6SW. Precast concrete wall stem panels may be used for construction of non-Standard Plan retaining walls if allowed by the Plans or Special Provisions. Precast concrete wall stem panels shall conform to Section 6-02.3(28), and shall be cast with Class 4000 concrete.
The precast concrete wall stem panels shall be designed in accordance with the requirements for Load Factor Design in the following codes:

1. For all loads except as otherwise noted - AASHTO Standard Specifications for Highway Bridges, latest edition and current interims. The seismic design shall use the acceleration coefficient and soil profile type as specified in the Plans.


The precast concrete wall stem panels shall be fabricated in accordance with the dimensions and details shown in the Plans, except as modified in the shop drawings as approved by the Engineer.

The precast concrete wall stem panels shall be fabricated full height, and shall be fabricated in widths of 8 feet, 16 feet, and 24 feet.

The construction tolerances for the precast concrete wall stem panels shall be as follows:

<table>
<thead>
<tr>
<th>Dimensions</th>
<th>Tolerance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height</td>
<td>±1/4 inch</td>
</tr>
<tr>
<td>Width</td>
<td>±1/4 inch</td>
</tr>
<tr>
<td>Thickness</td>
<td>±1/4 inch</td>
</tr>
<tr>
<td>Concrete cover for steel reinforcing bar</td>
<td>±3/8 inch</td>
</tr>
<tr>
<td>Width of precast concrete wall stem panel joints</td>
<td>±1/4 inch</td>
</tr>
<tr>
<td>Offset of precast concrete wall stem panels</td>
<td>±1/4 inch</td>
</tr>
<tr>
<td>(Deviation from a straight line extending 5 feet on each side of the panel joint)</td>
<td></td>
</tr>
</tbody>
</table>

The precast concrete wall stem panels shall be constructed with a mating shear key between adjacent panels. The shear key shall have beveled corners and shall be 1-1/2 inches in thickness. The width of the shear key shall be 3-1/2 inches minimum and 5-1/2 inches maximum. The shear key shall be continuous and shall be of uniform width over the entire height of the wall stem.

The Contractor shall provide the specified surface finish as noted, and to the limits shown, in the Plans to the exterior concrete surfaces. Special surface finishes achieved with form liners shall conform to Sections 6-02.2 and 6-02.3(14) as supplemented in the Special Provisions. Rolled on textured finished shall not be used. Precast concrete wall stem panels shall be cast in a vertical position if the Plans call for a form liner texture on both sides of the wall stem panel.

The precast concrete wall stem panel shall be rigidly held in place during placement and curing of the footing concrete.

The precast concrete wall stem panels shall be placed a minimum of one inch into the footing to provide a shear key. The base of the precast concrete wall stem panel shall be sloped ½ inch per foot to facilitate proper concrete placement.
To ensure an even flow of concrete under and against the base of the wall panel, a form shall
be placed parallel to the precast concrete wall stem panel, above the footing, to allow a
minimum one foot head to develop in the concrete during concrete placement.

The steel reinforcing bars shall be shifted to clear the erection blockouts in the precast
concrete wall stem panel by 1-1/2 inches minimum.

All precast concrete wall stem panel joints shall be constructed with joint filler installed on the
rear (backfill) side of the wall. The joint filler material shall extend from two feet below the
final ground level in front of the wall to the top of the wall. The joint filler shall be a
nonorganic flexible material and shall be installed to create a waterproof seal at panel joints.

The soil bearing pressure beneath the falsework supports for the precast concrete wall stem
panels shall not exceed the maximum design soil pressure shown in the Plans for the
retaining wall.

6-11.3(4) Cast-In-Place Concrete Construction
Cast-in-place concrete for concrete retaining walls shall be formed, reinforced, cast, cured,
and finished in accordance with Section 6-02, and the details shown in the Plans and
Standard Plans. All cast-in-place concrete shall be Class 4000.

The Contractor shall provide the specified surface finish as noted, and to the limits shown, in
the Plans to the exterior concrete surfaces. Special surface finishes achieved with formliners
shall conform to Sections 6-02.2 and 6-02.3(14) as supplemented in the Special Provisions.

Cast-in-place concrete for adjacent wall stem sections (between vertical expansion joints)
shall be formed and placed separately, with a minimum 12 hour time period between
concrete placement operations.

Premolded joint filler, 1/2" thick, shall be placed full height of all vertical wall stem expansion
joints in accordance with Section 6-01.14.

6-11.3(5) Backfill, Weepholes and Gutters
Unless the Plans specify otherwise, backfill and weepholes shall be placed in accordance
with Standard Plan D-4 and Section 6-02.3(22). Gravel backfill for drain shall be compacted
in accordance with Section 2-09.3(1(E). Backfill within the zone defined as bridge approach
embankment in Section 1-01.3 shall be compacted in accordance with Method C of Section
2-03.3(14)(C). All other backfill shall be compacted in accordance with Method B of Section 2-
03.3(14)(C), unless otherwise specified.

Cement concrete gutter shall be constructed as shown in the Standard Plans.

6-11.3(6) Traffic Barrier and Pedestrian Barrier
When shown in the Plans, traffic barrier and pedestrian barrier shall be constructed in
accordance with Sections 6-02.3(11)(A) and 6-10.3(2), and the details shown in the Plans and
Standard Plans.

6-11.4 Measurement
Concrete Class 4000 for retaining wall will be measured as specified in Section 6-02.4.
Steel reinforcing bar for retaining wall and epoxy-coated steel reinforcing bar for retaining wall will be measured as specified in Section 6-02.4.

Traffic barrier and pedestrian barrier will be measured as specified in Section 6-10.4 for cast-in-place concrete barrier.

**6-11.5 Payment**

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

- "Conc. Class 4000 For Retaining Wall", per cubic yard.
- All costs in connection with furnishing and installing weep holes and premolded joint filler shall be included in the unit contract price per cubic yard for "Conc. Class 4000 for Retaining Wall".
- "St. Reinf. Bar For Retaining Wall", per pound.
- "Epoxy-Coated St. Reinf. Bar For Retaining Wall", per pound.
- "Traffic Barrier", per linear foot.
- "Pedestrian Barrier", per linear foot.

The unit contract price per linear foot for "___ Barrier" shall be full pay for constructing the barrier on top of the retaining wall, except that when these bid items are not included in the proposal, all costs in connection with performing the work as specified shall be included in the unit contract price per cubic yard for "Conc. Class 4000 For Retaining Wall", and the unit contract price per pound for "___ Bar For Retaining Wall".

**SECTION 6-12, NOISE BARRIER WALLS**

January 3, 2006

**6-12.3(6) Precast Concrete Panel Fabrication and Erection**

Item 5 following the first paragraph of Section 6-12.3(6) is renumbered to item 6.

The below new item 5 is inserted ahead of renumbered item 6:

- **5.** Precast concrete panels shall not be erected until the foundations for the panels have attained a minimum compressive strength of 3,400 psi.

**SECTION 6-13, STRUCTURAL EARTH WALLS**

December 4, 2006

**6-13.3(2) Submittals**

The fifth paragraph is revised to read:

The design calculation and working drawing submittal shall include detailed design calculations and all details, dimensions, quantities, and cross-sections necessary to construct the wall. The calculations shall include a detailed explanation of any symbols, design input, material property values, and computer programs used in the design of the walls. All computer output submitted shall be accompanied by supporting hand calculations detailing the calculation process. If MSEW 3.0, or a later version, is used for the wall design, hand calculations supporting MSEW are not required.
6-13.3(6) Welded Wire Faced Structural Earth Wall Erection

This section is supplemented with the following:

Geosynthetic reinforcing, when used, shall be placed in accordance with Sections 2-12.3 and 6-13.3(6).

6-13.3(7) Backfill

Under number 4 in the fifth paragraph, the words "light mechanical tampers" are revised to "a plate compactor".

6-13.3(9) SEW Traffic Barrier and SEW Pedestrian Barrier

This Section is revised to read:

The Contractor, in conjunction with the structural earth wall manufacturer, shall design and detail the SEW traffic barrier and SEW pedestrian barrier in accordance with Section 6-13.3(2) and the above ground geometry details shown in the Plans. The barrier working drawings and supporting calculations shall include, but not be limited to, the following:

1. Complete details of barrier cross section geometry, including the portion below ground, and accommodations necessary for bridge approach slabs, PCCP, drainage facilities, underground utilities, and sign support, luminaire pole, traffic signal standard, and other barrier attachments.

2. Details of the steel reinforcement of the barrier, including a bar list and bending diagram in accordance with Section 6-02.3(24), and including additional reinforcement required at sign support, luminaire pole, traffic signal standard, and other barrier attachment locations.

3. Details of the interface of, and the interaction between, the barrier and the top layers of structural earth wall reinforcement and facing.

4. When the Plans specify placement of conduit pipes through the barrier, details of conduit pipe and junction box placement.

SEW traffic barrier and SEW pedestrian barrier shall be constructed in accordance with Sections 6-02.3(11)A and 6-10.3(2), and the details in the Plans and in the structural earth wall working drawings as approved by the Engineer.

SECTION 6-14, GEOSYNTHETIC RETAINING WALLS

December 4, 2006

6-14.3(2) Submittals

Item 2 is revised to read:

2. The Contractor's proposed wall construction method, including proposed forming systems, types of equipment to be used, proposed erection sequence and details of how the backfill will be retained during each stage of construction.
6-14.3(4) Erection and Backfill
The first sentence in the eighth paragraph is revised to read:

The Contractor shall place and compact the wall backfill in accordance with the wall construction sequence detailed in the Plans and Method C of Section 2-03.3(14)C, except as follows:

Under number 5 in the eighth paragraph, the words "light mechanical tampers" are revised to "a plate compactor".

6-14.4 Measurement
The first three paragraphs are revised to read:

Permanent geosynthetic retaining wall and temporary geosynthetic retaining wall will be measured by the square foot of face of completed wall. Corner wrap area and extensions of the geosynthetic wall beyond the area of wall face shown in the Plans or staked by the Engineer are considered incidental to the wall construction and will not be included in the measurement of the square foot of face of completed geosynthetic retaining wall.

Gravel borrow for geosynthetic retaining wall backfill will be measured as specified in Section 2-03.4.

Shotcrete facing and concrete fascia panel will be measured by the square foot surface area of the completed facing or fascia panel, measured to the neat lines of the facing or panel as shown in the Plans. When a footing is required, the measurement of the fascia panel area will include the footing.

6-14.5 Payment
The bid item "Borrow for Geosynthetic Wall Incl. Haul" and subsequent paragraph are revised to read:

"Gravel Borrow for Geosynthetic Ret. Wall Incl. Haul", per ton or per cubic yard.
All costs in connection with furnishing and placing backfill material for temporary or permanent geosynthetic retaining walls as specified shall be included in the unit contract price per ton or per cubic yard for "Gravel Borrow for Geosynthetic Ret. Wall Incl. Haul".

SECTION 6-15, SOIL NAIL WALLS
August 7, 2006

6-15.3(8) Soil Nail Testing and Acceptance
The first sentence in the fourth paragraph is revised to read:

The pressure gauge shall be graduated in increments of either 100 psi or two percent of the maximum test load, whichever is less.

SECTION 6-16, SOLDIER PILE AND SOLDIER PILE TIEBACK WALLS
August 7, 2006

6-16.3(5) Backfilling Shaft
The first and second paragraphs are revised to read:
The excavated shaft shall be backfilled with either controlled density fill (CDF), or pumpable lean concrete, as shown in the Plans and subject to the following requirements:

1. Dry shaft excavations shall be backfilled with CDF.
2. Wet shaft excavations shall be backfilled with pumpable lean concrete.
3. Pumpable lean concrete shall be a Contractor designed mix providing a minimum 28 day compressive strength of 100 psi. Acceptance of pumpable lean concrete will conform to the acceptance requirements specified in Section 2-09.3(1) for CDF.
4. A wet shaft is defined as a shaft where water is entering the excavation and remains present to a depth of six inches or more.
5. When the Plans or test hole boring logs identify the presence of a water table at or above the elevation of the bottom of soldier pile shaft, the excavation shall be considered as wet, except as otherwise noted. Such a shaft may be considered a dry shaft provided the Contractor furnishes and installs casing that is sufficiently sealed into competent soils such that water cannot enter the excavation.

Placement of the shaft backfill shall commence immediately after completing the shaft excavation and receiving the Engineer's approval of the excavation. CDF or pumpable lean concrete shall be placed in one continuous operation to the top of the shaft. Vibration of shaft backfill is not required.

6-16-3(6) Installing Timber Lagging and Permanent Ground Anchors

The first paragraph is revised to read:

The excavation and removal of CDF and pumpable lean concrete for the lagging installation shall proceed in advance of the lagging, and shall not begin until the CDF and pumpable lean concrete are of sufficient strength that the material remains in placed during excavation and lagging installation. If the CDF or pumpable lean concrete separates from the soldier pile, or caves or spalls from around the pile, the Contractor shall discontinue excavation and timber lagging installation operations until the CDF and pumpable lean concrete is completely set. The bottom of the excavation in front of the wall shall be level. Excavation shall conform to Section 2-03.

SECTION 6-17, PERMANENT GROUND ANCHORS
August 7, 2006

6-17.3(8) Testing and Stressing
The first sentence in the third paragraph is revised to read:

The pressure gauge shall be graduated in increments of either 100 psi or two percent of the maximum test load, whichever is less.
SECTION 7-01, DRAINS
August 7, 2006

7-01.3 Construction Requirements
This section is revised to read:

A trench of the dimensions shown in the Plans or as specified by the Engineer shall be
excavated to the grade and line given by the Engineer.

Section 7-01.3 is supplemented with the following new sub-sections:

7-01.3(1) Drain Pipe
Drain pipe shall be laid in conformity with the line and grades as shown in the Plans. The
drain pipe shall be laid with scilit joint unless otherwise specified. Concrete drain pipe
shall be laid with the bell or larger end upstream. PVC drain pipe shall be jointed with a bell
and spigot joint using a flexible elastomeric seal as described in Section 9-04.8. The bell
shall be laid upstream. PE drain pipe shall be jointed with snap-on, screw-on, bell and
spigot, or wraparound coupling bands as recommended by the manufacturer of the tubing.

7-01.3(2) Underdrain Pipe
When underdrain pipe is being installed as a means of intercepting ground or surface water,
the trench shall be fine-graded in the existing soil 3 inches below the grade of the pipe as
shown in the Plans. Gravel backfill shall be used under the pipe. Gravel backfill shall be
placed to the depth shown in the Plans or as designated by the Engineer. All backfill shall be
placed in 12-inch maximum layers and be thoroughly compacted with three passes of a
vibratory compactor for each layer. The Contractor shall use care in placing the gravel
backfill material to prevent its contamination.

Class 2 perforations shall be used unless otherwise specified. When Class 1 perforations
are specified the perforated pipe shall be laid with the perforations down. Upon final
acceptance of the work, all drain pipes shall be open, clean, and free draining. Perforated
pipe does not require a watertight joint. PVC underdrain pipe shall be jointed using either the
flexible elastomeric seal as described in Section 9-04.8 or solvent cement as described in
Section 9-04.9, at the option of the Contractor unless otherwise specified in the Plans. The
bell shall be laid upstream. PE drainage tubing underdrain pipe shall be jointed with snap-on,
screw-on, bell and spigot, or wraparound coupling bands, as recommended by the
manufacturer of the tubing.

SECTION 7-02, CULVERTS
January 3, 2006

7-02.2 Materials
The fifth and seventh paragraphs are deleted:

SECTION 7-04, STORM SEWERS
January 3, 2006

7-04.2 Materials
The fourth and sixth paragraphs are deleted:
SECTION 8-01, EROSION CONTROL AND WATER POLLUTION CONTROL

December 4, 2006

8-01.3(1) General

The eighth paragraph, beginning with “In western Washington, erodible soil”, is deleted and replaced with the following:

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

In western Washington (west of the Cascade Mountain crest):

- October 1 through April 30: 2 days maximum
- May 1 to September 30: 7 days maximum

In eastern Washington (east of the Cascade Mountain crest):

- October 1 through June 30: 5 days maximum
- July 1 through September 30: 10 days maximum

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

This section is revised to read:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC plan. The ESC Lead shall have, for the life of the contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the Temporary Erosion and Sediment Control (TESC) plan. Implementation shall include, but is not limited to:

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC plan to assure continued performance of their intended function. Damaged or inadequate TESC BMPs shall be corrected immediately.

2. Updating the TESC plan to reflect current field conditions.

When a TESC plan is included in the contract plans, the Contractor shall inspect all on-site erosion and sediment control BMPs at least once every calendar week and within 24 hours of runoff events in which stormwater discharges from the site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Erosion and Sediment Control Inspection Form (Form Number 220-030 EF) shall be completed for each inspection and a copy shall be submitted to the Engineer no later than the end of the next working day following the inspection.

8-01.3(2)E Tackling Agent and Soil Binders

The third paragraph, (PAM) is revised to read:
Soil Binding Using Polyacrylamide (PAM)
The PAM shall be applied on bare soil completely dissolved and mixed in water or applied as a dry powder. Dissolved PAM shall be applied at a rate of not more than 2/3 pound per 1,000 gallons of water per acre. A minimum of 200 pounds per acre of cellulose fiber mulch treated with a non-toxic dye shall be applied with the dissolved PAM. Dry powder applications may be at a rate of 5 pounds per acre using a hand-held fertilizer spreader or a tractor-mounted spreader.

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch
The second paragraph under East of the summit of the Cascade Range, beginning with “The Contractor will be responsible”, is deleted.

8-01.3(9)A Silt Fence
The fifth paragraph is revised to read:

Posts shall be either wood or steel. Wood posts shall have minimum dimensions of 1 1/4 inches by 1 1/4 inches by the minimum length shown in the Plans. Steel posts shall have a minimum weight of 0.90 lbs/ft

8-01.4 Measurement
This section is supplemented with the following:

Coir log will be measured by the linear foot along the ground line of the completed installation.

8-01.5 Payment
The following bid item is inserted after “Compost Sock”, per linear foot:

“Coir Log”, per linear foot

This section is supplemented with the following:

“Mowing”, per acre.

SECTION 8-02, ROADSIDE RESTORATION
April 3, 2006

8-02.3(8) Planting
The seventh and eighth paragraphs are deleted and replaced with the following:

All burlap, baskets, string, wire and other such materials shall be removed from the hole when planting balled and burlapped plants. The plant material shall be handled in such a manner that the root systems are kept covered and damp at all times. The root systems of all bare root plant material shall be dipped in a slurry of silt and water immediately prior to planting. The root systems of container plant material shall be moist at the time of planting. In their final position, all plants shall have their top true root (not adventitious root) no more than 1” below the soil surface, no matter where that root was located in the original root ball or container. After planting, the backfill material and root ball shall be thoroughly watered in within 24 hours.
8-02.3(9) Pruning, Staking, Guying, and Wrapping

The first paragraph is revised to read:

Plants shall be pruned at the time of planting, only to remove minor broken or damaged twigs, branches or roots. Pruning shall be done with a sharp tool and shall be done in such a manner as to retain or to encourage natural growth characteristics of the plants. All other pruning shall be performed only after the plants have been in the ground at least one year.

SECTION 8-04, CURBS, GUTTERS, AND SPILLWAYS

December 4, 2006

8-04.3(2) Extruded Asphalt Concrete Curbs, and Gutters

The first paragraph is supplemented with the following:

Just prior to placing the curb, a tack coat of asphalt shall be applied to the existing pavement surface at the rate ordered by the Engineer.

8-04.4 Measurement

The first paragraph is revised to read:

All curbs, gutters, and spillways will be measured by the linear foot along the line and slope of the completed curbs, gutters, or spillways, including bends. Measurement of cement concrete curb and cement concrete curb and gutter, when constructed across driveways or sidewalk ramps, will include the width of the driveway or sidewalk ramp.

SECTION 8-08, RUMBLE STRIPS

April 3, 2006

8-08.1 Description

The first sentence is revised to read:

This work consists of constructing centerline and shoulder rumble strips by grinding hot mix asphalt.

8-08.3 Construction Requirements

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

The equipment shall have a rotary type cutting head or series of cutting heads capable of grinding one or more recesses in the hot mix asphalt as detailed in the Standard Plans.

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

All cuttings and other debris shall become the property of the Contractor and be disposed of outside the project limits.
SECTION 8-09, RAISED PAVEMENT MARKERS
April 3, 2006

8-09.3(5) Recessed Pavement Marker
This section is revised to read:
Construct recesses for pavement markers by grinding the pavement in accordance with the
dimensions shown in the Standard Plans. This work shall include cleanup and disposal of
cuttings and other resultant debris. Prepare the surface in accordance with Section 8-
09.3(1). Install Type 2 markers in the recess in accordance with the Standard Plans and
Section 8-09.3(4).

SECTION 8-11, GUARDRAIL
April 3, 2006

8-11.3(4) Removing Guardrail
This section including title is revised to read:

8-11.3(4) Removing Guardrail and Guardrail Anchor
Removal of the various types of guardrail shall include removal of the rail, cable elements,
hardware, and posts, including transition sections, expansion sections and terminal sections.
Removal of the various types of guardrail anchors shall include removal of the anchor
assembly in its entirety, including concrete bases, rebar, and steel tubes and any other
appurtenances in the anchor assembly. All holes resulting from the removal of the guardrail
posts and anchors shall be backfilled with granular material in layers no more than 6-inches
thick and compacted to a density similar to that of the adjacent material. The removed
guardrail items shall become the property of the Contractor.

SECTION 8-16, CONCRETE SLOPE PROTECTION
August 7, 2006

8-16.2 Materials
The material “Concrete Class 3000” and referenced section “6-02” are revised to read:
Commercial Concrete 6-02.3(2)B

8-16.3(3) Poured in Place Cement Concrete
In the second paragraph, the words “Class 3000 cement” are revised to read “commercial”.

SECTION 8-20, ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL
December 4, 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(9) Bonding, Grounding

The first, second, and fourth paragraphs are revised to read:

All metallic appurtenances containing electrical conductors (luminaires, light standards, cabinets, metallic conduit, etc.) shall be made mechanically and electrically secure to form continuous systems, that shall be effectively grounded.

Where conduit is installed, the installation shall include an equipment ground conductor, in addition to the conductors noted in the contract. Bonding jumpers and equipment grounding conductors shall be installed in accordance with Section 9-29.3 and NEC. Where existing conduits are used for the installation of new circuits, an equipment-grounding conductor shall be installed unless an existing equipment ground conductor, which is appropriate for the largest circuit, is already present in the existing raceway. The equipment ground conductor between the isolation switch and the sign lighter fixtures shall be a minimum of a 14 AWG stranded copper conductor. Where parallel circuits are enclosed in a common conduit, the equipment-grounding conductor shall be sized by the largest overcurrent device serving any circuit contained within the conduit.

Supplemental grounding shall be provided at light standards, signal standards, cantilever and sign bridge structures. Steel sign posts which support signs with sign lighting or flashing beacons shall also have supplemental grounding. The supplemental ground conductor shall be connected to the foundation rebar (all rebar crossings shall be wire tied) by means of a grounding connector listed for use in concrete, and lead up directly adjacent to a conduit installed within the foundation. The free end of the conductor shall be terminated to the ground terminal, with an approved clamp, within the pole. If no ground terminal is provided, bond to standard or post. Three feet of slack shall be provided inside the standard. Where a concrete and rebar foundation is not used the supplemental ground shall be a grounding electrode placed in the hole next to the post prior to back fill. For light standards, signal standards, cantilever and sign bridge structures the supplemental grounding conductor shall be a non-insulated 4 AWG stranded copper conductor. For steel sign posts which support signs with sign lighting or flashing beacons the supplemental grounding conductor shall be a non-insulated 6 AWG stranded copper conductor.
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 8-21, PERMANENT SIGNING
January 3, 2006

8-21.3(9)F Bases
The second paragraph is revised to read:

The excavation and backfill shall be in conformance with the requirements of Section 2-09.3(1)E.

The fifth 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 fourteenth 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. Forms shall not be removed until the concrete has set at least three days. All forms shall be removed, except when the Plans or Special Provisions specifically allow or require the forms or casing to remain.

SECTION 8-22, PAVEMENT MARKING
December 4, 2006

8-22.3(2) Preparation of Roadway Surfaces
The following new sentence is inserted after the first sentence in the second paragraph:

The temperature requirement may be superseded by the material manufacturers written installation instructions.

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

These cure periods may be reduced if the manufacturer performs a successful bond test and approves the reduction of the pavement cure period.

8-22.3(3) Marking Application
The following is inserted preceding the first paragraph:
Flat Lines – Pavement marking lines with a flat surface.

Profiled Marking – A profiled pavement marking is a marking that consists of a base line thickness and a profiled thickness which is a portion of the pavement marking line that is applied at a greater thickness than the base line thickness. Profiles shall be applied using the extruded method in the same application as the base line. The profiles may be slightly rounded provided the minimum profile thickness is provided for the length of the profile. See the Standard Plans for the construction details.

Embossed Plastic Line – Embossed plastic lines consist of a flat line with transverse grooves. An embossed plastic line may also have profiles. See the Standard Plans for the construction details.

Inset Line – A line constructed by grinding or saw cutting a groove into the pavement surface and spraying, extruding or gluing pavement marking material into the groove. The groove depth is dependent upon the material used, the pavement surface and location.

The second paragraph is revised to read:

Centerlines on two lane highways with skip patterns, paint or plastic, shall be applied in the increasing mile post direction so they are in cycle with existing skip pattern lines at the beginning of the project. Skip patterns applied to multi-lane or divided roadways shall be applied in cycle in the direction of travel.

Where paint is applied on centerline on two-way roads with bituminous surface treatment or centerline rumble strips, the second paint application shall be applied in the opposite (decreasing mile post) direction as the first application (increasing mile post) direction. This will require minor skip pattern corrections for curves on the second application.

The fourth paragraph, beginning with "Lines with skip patterns", is deleted.

The fifth paragraph, beginning with "Glass beads", is deleted.

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

Pavement markings shall be applied at the following base line thickness measured above the pavement surface or above the slot bottom for inset markings in thousandths of an inch (mils):

In the sixth paragraph, the chart Marking Material Application is revised to read:

<table>
<thead>
<tr>
<th>Marking Material Application</th>
<th>HMA</th>
<th>PCC</th>
<th>BST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint-first coat</td>
<td>spray</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Paint- second coat</td>
<td>spray</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Type A - flat/transverse &amp; symbols</td>
<td>extruded</td>
<td>125</td>
<td>125</td>
</tr>
<tr>
<td>Type A - flat/long line &amp; symbols</td>
<td>spray</td>
<td>90</td>
<td>90</td>
</tr>
<tr>
<td>Type A - with profiles</td>
<td>extruded</td>
<td>90</td>
<td>90</td>
</tr>
<tr>
<td>Type A - embossed</td>
<td>extruded</td>
<td>160</td>
<td>160</td>
</tr>
</tbody>
</table>
Type A - embossed with profiles extruded | 160 | 160 | 160
Type B - flat/transverse & symbols | heat fused | 125 | 125 | 125
Type C - flat/transverse & symbols | adhesive | 90 | 90 | NA
Type C-1 - inset/long line | adhesive | 60 | 60 | NA
Type D - flat/transverse & symbols | spray | 120 | 120 | 120
Type D - flat/transverse & symbols | extruded | 120 | 120 | 120
Type D - flat/long line | spray | 90 | 90 | 120
Type D - flat/long line | extruded | 90 | 90 | 120
Type D - profiled/long line | extruded | 90 | 90 | 120
Type D - inset/long line | spray | 40 | 40 | 40
Type D - inset/long line | extruded | 230 | 230 | 230

In the seventh paragraph, the chart for Liquid pavement marking material yield per gallon is revised to read:

<table>
<thead>
<tr>
<th>Mils thickness</th>
<th>Feet of 4&quot; line/gallon</th>
<th>Square feet/gallon</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>483</td>
<td>161</td>
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<tr>
<td>15</td>
<td>322</td>
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<td>90 with profiles</td>
<td>30</td>
<td>10</td>
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<td>120</td>
<td>40</td>
<td>13</td>
</tr>
<tr>
<td>120 with profiles</td>
<td>26</td>
<td>9</td>
</tr>
<tr>
<td>230</td>
<td>21</td>
<td>7</td>
</tr>
</tbody>
</table>

In the eighth paragraph, the final line in the chart for Solid pavement marking material (Type A) yield is revised to read:

230 – flat inset 47 15

The ninth and tenth paragraphs are deleted.

The eleventh paragraph is revised to read:

All inset plastic lines shall be applied into a groove cut or ground into the pavement. For Type A or D material the groove shall be cut or ground with equipment to produce a smooth square groove 4-inches wide. For Type C-1 material the groove shall be cut with equipment to produce a smooth square groove with a width in accordance with the material manufacturer's recommendation. The groove depth for Type C-1 material shall be 100 mils, plus or minus 10 mils. The groove depth for Type A or D material shall be as shown in the Plans.
Section 8-22.3 is supplemented with the following new sub-section.

8-22.3(3)A Glass beads
Top dress glass beads shall be applied to all spray and extruded pavement marking material. Glass beads shall be applied by a bead dispenser immediately following the pavement marking material application. Glass bead dispensers shall apply the glass beads in a manner such that the beads appear uniform on the entire pavement marking surface with 50 to 60% embedment. Hand casting of beads will not be allowed.

Glass beads shall be applied to 10 or 15 mil thick paint at a minimum application rate of 7 pounds per gallon of paint. For plastic pavement markings, glass beads shall be applied at the rate recommended by the marking material manufacturer.

When two or more spray applications are required to meet thickness requirements for Type A and Type D materials, top dressing with glass beads is only allowed on the last application. The cure period between successive applications shall be in accordance with the manufacturer's recommendations. Any loose beads, dirt or other debris shall be swept or blown off the line prior to application of each successive application. Successive applications shall be applied squarely on top of the preceding application.

8-22.3(5) Installation Instructions
This section including title is revised to read:

8-22.3(5) Plastic Installation Instructions
Installation instructions for plastic markings shall be provided for the Engineer. All materials including glass beads shall be installed according to the manufacturer's recommendations. A manufacturer's technical representative shall be present at the initial installation of plastic material to approve the installation procedure or the material manufacturer shall certify that the Contractor will install the plastic material in accordance with their recommended procedure.

8-22.4 Measurement
The following is inserted after the fifth paragraph:

Diagonal and chevron-shaped lines used to delineate medians, gore areas, and parking stalls are constructed of painted or plastic 4 inch and 8 inch wide lines in the color and pattern shown in the Standard Plans. These lines will be measured as painted or plastic line or wide line by the linear foot of line installed. Crosswalk line will be measured by the square foot of marking installed.

Traffic arrows, traffic letters, access parking space symbols, HOV symbols, railroad crossing symbols, drainage markings, bicycle lane symbols, aerial surveillance full, and 1/2 markers, yield line symbols, yield ahead symbols, and speed bump symbols will be measured per each. Type 1 through 6 traffic arrows will be measured as one unit each, regardless of the number of arrow heads.

The last paragraph is revised to read:
Removal of traffic arrows, traffic letters, access parking space symbol, HOV lane symbol, railroad crossing symbol, bicycle lane symbols, drainage markings, aerial surveillance full and 1/2 markers, yield line symbol, yield ahead symbol, and speed bump symbol will be measured per each. Removal of crosswalk lines will be measured by the square foot of lines removed.

8-22.5 Payment
The following items are deleted:

“Painted HOV Lane Symbol Type ________”
“Plastic HOV Lane Symbol Type ________”

SECTION 9-00, DEFINITIONS AND TESTS
January 3, 2006

9-00.8 Sand Equivalent
The second paragraph is revised to read:

For acceptance, there must be a clear line of demarcation. If no clear line of demarcation has formed at the end of a 30 minute sedimentation period, the material will be considered as failing to meet the minimum specified sand equivalent.

SECTION 9-02, BITUMINOUS MATERIALS
January 3, 2006

9-02.1(4) Asphalt Binders
This section including title is revised to read:

9-02.1(4) Performance Graded Asphalt Binder (PGAB)
PGAB meeting the requirements of AASHTO M 320 Table 1 of the grades specified in the contract shall be used in the production of HMA. The Direct Tension Test (AASHTO T 314) of M 320 is not a specification requirement.

9-02.1(4)A Performance Graded Asphalt Binder
This section including title is revised to read:

9-02.1(4)A Quality Control Plan
The Asphalt Supplier of PGAB shall have a Quality Control Plan (QCP) in accordance with WSDOT QC 2 “Standard Practice for Asphalt Suppliers That Certify Performance Graded Asphalts”. The Asphalt Supplier’s QCP shall be submitted and approved by the WSDOT State Materials Laboratory. Any change to the QCP will require a new QCP to be submitted. The Asphalt Supplier of PGAB shall certify through the Bill of Lading that PGAB meets the specification requirements of the contract.

9-02.1(6)A Polymerized Cationic Emulsified Asphalt CRS-2P
This section is revised to read:

The asphalt CRS-2P shall be a polymerized cationic emulsified asphalt. The polymer shall be milled into the asphalt or emulsion during the manufacturing of the emulsion. The asphalt
CRS-2P shall meet the following specifications:
<table>
<thead>
<tr>
<th>Specifiers</th>
<th>AASHTO Test Method</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Viscosity @122°F, SFS</td>
<td>T 59</td>
<td>Minimum 100</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maximum 400</td>
</tr>
<tr>
<td>Storage Stability 1 day %</td>
<td>T 59</td>
<td>Minimum --</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maximum 1</td>
</tr>
<tr>
<td>Demulsibility 35 ml. 0.8% Dioctyl Sodium</td>
<td>T 59</td>
<td>Minimum 40</td>
</tr>
<tr>
<td>Sulfosuccinate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Particle Charge</td>
<td>T 59</td>
<td>Minimum Positive</td>
</tr>
<tr>
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<tr>
<td>Sieve Test %</td>
<td>T 59</td>
<td>Minimum --</td>
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<tr>
<td></td>
<td></td>
<td>Maximum 0.30</td>
</tr>
<tr>
<td>Distillation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil distillate by vol. of emulsion %</td>
<td>T 59&lt;sup&gt;note 1&lt;/sup&gt;</td>
<td>Minimum 0</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maximum 3</td>
</tr>
<tr>
<td>Residue</td>
<td>T 59&lt;sup&gt;note 1&lt;/sup&gt;</td>
<td>Minimum 65</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Test on the Residue From Distillation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Penetration @77°F</td>
<td>T 49</td>
<td>Minimum 100</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maximum 250</td>
</tr>
<tr>
<td>Torsional Recovery %</td>
<td>Note 2&lt;sup&gt;2&lt;/sup&gt;</td>
<td>Minimum 18</td>
</tr>
<tr>
<td>or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Toughness/Tenacity in-lbs</td>
<td>Note 3&lt;sup&gt;3&lt;/sup&gt;</td>
<td>Minimum 50/25</td>
</tr>
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<td></td>
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</tbody>
</table>

<sup>note 1</sup> Distillation modified to use 300 grams of emulsion heated to 350°F ± 9°F and maintained for 20 minutes.

<sup>note 2</sup> The Torsional Recovery test shall be conducted according to the California Department of Transportation Test Method No. 332. The residue material for this test shall come from California Department of Transportation Test Method No. 331.

<sup>note 3</sup> Benson method of toughness and tenacity; Scott tester, inch-pounds at 77°F, 20 in. per minute pull. Tension head 7/8 in. diameter.

At the option of the supplier the Benson Toughness/Tenacity test can be used in lieu of Torsional Recovery based on type of modifier used. If the Benson Toughness/Tenacity method is used for acceptance the supplier must supply all test data verifying specification conformance.

**SECTION 9-05, DRAINAGE STRUCTURES, CULVERTS, AND CONDUITS**

**December 4, 2006**

**9-05.1(6) Corrugated Polyethylene Drainage Tubing Drain Pipe**

This section including title is revised to read:
9-05.1(6) Corrugated Polyethylene Drain Pipe (up to 10-inch)
Corrugated polyethylene drain pipe shall meet the requirements of AASHTO M 252 type C
(corrugated both inside and outside) or type S (corrugated outer wall and smooth inner liner).
The maximum size pipe shall be 10 inches in diameter.

9-05.1(7) Corrugated Polyethylene Drain Pipe
This section including title is revised to read:

9-05.1(7) Corrugated Polyethylene Drain Pipe (12-inch through 60-inch)
Corrugated polyethylene drain pipe, 12-inch through 60-inch -diameter maximum, shall meet
the minimum requirements of AASHTO M 294 Type S or 12-inch through 24 inch diameter
maximum shall meet the minimum requirements of AASHTO M 294 Type C.

9-05.2(7) Perforated Corrugated Polyethylene Drainage Tubing Underdrain Pipe
This section including title is revised to read:

9-05.2(7) Perforated Corrugated Polyethylene Underdrain Pipe (Up to 10-inch)
Perforated corrugated polyethylene underdrain pipe shall meet the requirements of AASHTO
M252, Type CP or Type SP. Type CP shall be Type C pipe with Class 2 perforations and Type
SP shall be Type S pipe with either Class 1 or Class 2 perforations. Additionally, Class 2
perforations shall be uniformly spaced along the length and circumference of the pipe. The
maximum size pipe shall be 10-inch diameter.

9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe
This section including title is revised to read:

9-05.2(8) Perforated Corrugated Polyethylene Underdrain Pipe (12-inch
through 60-inch)
Perforated corrugated polyethylene underdrain pipe, 12-inch through 60-inch diameter
maximum, shall meet the requirements of AASHTO M 294 Type CP or Type SP. Type CP
shall be Type C pipe with Class 2 perforations and Type SP shall be Type S pipe with either
Class 1 or Class 2 perforations. Additionally, Class 2 perforations shall be uniformly spaced
along the length and circumference of the pipe.

9-05.4(3) Protective Treatment
In Treatment 1 and 2, the reference to 9-05.4(6) is revised to read 9-05.4(5).

9-05.15 Metal Castings
This section is revised to read:

For all metal castings the producing foundry shall provide certification stating the country of
origin, the material meets the required ASTM or AASHTO specification noted in the
subsections below. The producing foundry shall detail all test results from physical testing to
determine compliance to the specifications. The test reports shall include physical properties
of the material from each heat and shall include tensile, yield, and elongation as specified in
the appropriate ASTM or AASHTO specification. For AASHTO M 306, Section 8, Certification
is deleted and replaced with the above certification and testing requirements.

Metal castings for drainage structures shall not be dipped, painted, welded, plugged, or
repaired. Porosity in metal castings for drainage structures shall be considered a
workmanship defect subject to rejection by the Engineer. Metal castings made from gray iron or ductile iron shall conform to the requirements of AASHTO M 306, and metal castings made from cast steel shall conform to the requirements of Section 9-06.8. All metal castings shall meet the proof load testing requirements of AASHTO M 306.

9-05.15(1) Manhole Ring and Cover
This section is revised to read:

Castings for manhole rings shall be gray iron or ductile iron and covers shall be ductile iron.

All covers shall be interchangeable within the dimensions shown in the Standard Plans. All mating surfaces shall be machine finished to ensure a nonrocking fit.

The inside vertical recessed face of the ring and the vertical outside edge of the cover shall be machined or manufactured to the following tolerances:

<table>
<thead>
<tr>
<th>Ring</th>
<th>+3/32 inch to -3/32 inch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover</td>
<td>+3/32 inch to -3/32 inch</td>
</tr>
</tbody>
</table>

All manhole rings and covers shall be identified by the name or symbol of the producing foundry and country of casting origin. This identification shall be in a plainly visible location when the ring and cover are installed. Ductile iron shall be identified by the following, “DUC” or “DI.” The producing foundry and material identification shall be adjacent to each other and shall be minimum ½ inch to maximum 1 inch high letters, recessed to be flush with the adjacent surfaces.

9-05.15(2) Metal Frame, Grate and Solid Metal Cover for Catch Basins or inlets
The first and second paragraphs are revised to read:

Castings for metal frames for catch basins and inlets shall be cast steel, gray iron, or ductile iron, and as shown in the Standard Plans.

Castings for grates and solid metal covers for catch basins and inlets shall be cast steel or ductile iron and as shown in the Standard Plans. Additionally, leveling pads are allowed on grates and solid metal covers with a height not to exceed 1/8 inch. The producing foundry’s name and material designation shall be embossed on the top of the grate. The material shall be identified by the following: “CS” for cast steel or “DUC” or “DI” for ductile iron and shall be located near the producing foundry’s name.

9-05.15(3) Cast Metal Inlets
The first sentence is revised to read:

The castings for cast metal inlets shall be cast steel or ductile iron, and as shown in the Standard Plans.

9-05.19 Corrugated Polyethylene Culvert Pipe
The first paragraph is revised to read:

Corrugated polyethylene culvert pipe shall meet the requirements of AASHTO M 294 Type S or D for pipe 12-inch to 60-inch diameter with silt-tight joints.
SECTION 9-06, STRUCTURAL STEEL AND RELATED MATERIALS
December 4, 2006

9-06.5(4) Anchor Bolts
The first and second paragraphs are revised to read:

Anchor bolts shall meet the requirements of ASTM F 1554 and, unless otherwise specified, shall be Grade 105 and shall conform to Supplemental Requirements S2, S3, and S4.

Nuts for ASTM F 1554 Grade 105 black anchor bolts shall conform to AASHTO M 291, Grade D or DH. Nuts for ASTM F 1554 Grade 105 galvanized bolts shall conform to AASHTO M 291, Grade DH and shall conform to the lubrication requirements in Section 9-06.5(3). Nuts for ASTM F 1554 Grade 36 or 55 black or galvanized anchor bolts shall conform to AASHTO M 291, Grade A. Washers shall conform to ASTM F 436.

9-06.9 Gray Iron Castings
The AASHTO requirement is revised to read "AASHTO M 306".

SECTION 9-07, REINFORCING STEEL
December 4, 2006

9-07.2 Deformed Steel Bars
The first sentence in the first paragraph is revised to read:

Deformed steel bars for concrete reinforcement shall conform to either AASHTO M 31 Grade 60, or ASTM A 706, except as otherwise noted. Steel reinforcing bar for the cast-in-place components of bridge structures (excluding sidewalks and barriers but including shafts and concrete piles), and for precast substructure components of bridge structures, shall conform to ASTM A 706 only.

SECTION 9-09, TIMBER AND LUMBER
August 7, 2006

9-09.2(3) Inspection
This section is revised to read:

Timber and lumber requiring a grade stamp shall be marked with a certified lumber grade stamp provided by one of the following agencies:

West Coast Lumber Inspection Bureau (WCLIB)
Western Wood Products Association (WWPA)
Pacific Lumber Inspection Bureau (PLIB)
Any lumber grading bureau certified by the American Lumber Standards Committee

Timber and Lumber requiring a grading certificate shall have a certificate that was issued by either the grading bureau whose stamp is shown on the material, or by the lumber mill, which must be under the supervision of one of the grading bureaus listed above. The certificate shall include the following:
Name of the mill performing the grading
The grading rules being used
Name of the person doing the grading with current certification
Signature of a responsible mill official
Date the lumber was graded at the mill
Grade, dimensions, and quantity of the timber or lumber

For Structures:
All material delivered to the project shall bear a grade stamp and have a grading certificate. The grade stamp and grading certificate shall not constitute final acceptance of the material. The Engineer may reject any or all of the timber or lumber that does not comply with the specifications or has been damaged during shipping or upon delivery.

For Guardrail Posts and Blocks, Sign Posts, Mileposts, Sawed Fence Posts, and Mailbox Posts:
Material delivered to the project shall either bear a grade stamp on each piece or have a grading certificate. The grade stamp or grading certificate shall not constitute final acceptance of the material. The Engineer may reject any or all of the timber or lumber that does not comply with the specifications or has been damaged during shipping or upon delivery.

9-09.3(1) General Requirements
The last sentence in the first paragraph is revised to read:

Unless otherwise specified in the contract, all timber and lumber shall be treated in accordance with Sections U1 and T1 of the latest edition of the AWPA standards.

SECTION 9-10, PILING
December 4, 2006

9-10.2(2) Reinforcement
This section is revised to read:

Reinforcement shall meet the requirements of Section 9-07.

SECTION 9-12, MASONRY UNITS
August 7, 2006

9-12.7 Precast Concrete Drywells
The third sentence is revised to read:

Each seepage port shall provide a minimum of 1 square inch and a maximum of 7 square inches for round openings and 15 square inches for rectangular openings.

SECTION 9-13, RIPRAP, QUARRY SPALLS, SLOPE PROTECTION, AND ROCK WALLS
August 7, 2006

9-13.5(2) Poured Portland Cement Concrete Slope Protection
The first paragraph is revised to read:
Cement concrete for poured concrete slope protection shall be commercial concrete in conformance with Section 6-02.3(2)B.

SECTION 9-14, EROSION CONTROL AND ROADSIDE PLANTING
August 7, 2006

9-14.2 Seed
This section is revised to read:

Grasses, legumes, or cover crop seed of the type specified shall conform to the standards for "Certified" grade seed or better as outlined by the State of Washington Department of Agriculture "Rules for Seed Certification," latest edition. Seed shall be furnished in standard containers on which shall be shown the following information:

(1) Common and botanical names of seed,
(2) Lot number,
(3) Net weight,
(4) Pure live seed

All seed installers and vendors must have a business license issued by the Washington State Department of Licensing with a "seed dealer" endorsement. Upon request, the contractor shall furnish the Engineer with copies of the applicable licenses and endorsements.

Upon request, the Contractor shall furnish to the Engineer duplicate copies of a statement signed by the vendor certifying that each lot of seed has been tested by a recognized seed testing laboratory within six months before the date of delivery on the project. Seed which has become wet, moldy, or otherwise damaged in transit or storage will not be accepted.

9-14.4(1) Straw
This section is revised to read:

All straw material shall be in an air dried condition free of noxious weeds and other materials detrimental to plant life. Straw mulch so provided shall be suitable for spreading with mulch blower equipment.

9-14.4(3) Bark or Wood Chips
This section is supplemented with the following:

Sawdust shall not be used as mulch.

9-14.4(4) Sawdust
This section including title is revised to read:

9-14.4(4) Vacant

9-14.4(8) Compost
This section is revised to read:
Compost products shall be the result of the biological degradation and transformation of plant-derived materials under controlled conditions designed to promote aerobic decomposition. Compost shall be stable with regard to oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment or an erosion control BMP as defined below. The compost shall have a moisture content that has no visible free water or dust produced when handling the material.

Compost production and quality shall comply with Chapter 173-350 WAC.

Compost products shall meet the following physical criteria:

1. Compost material shall be tested in accordance with Testing Methods for the Examination of Compost and Composting (TMECC) Test Method 02.02-B, "Sample Sieving for Aggregate Size Classification".

   Fine Compost shall meet the following:

<table>
<thead>
<tr>
<th></th>
<th>Min.</th>
<th>Max.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent passing 2&quot;</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Percent passing 1&quot;</td>
<td>99%</td>
<td>100%</td>
</tr>
<tr>
<td>Percent passing 1/2&quot;</td>
<td>90%</td>
<td>100%</td>
</tr>
<tr>
<td>Percent passing ¼&quot;</td>
<td>75%</td>
<td>100%</td>
</tr>
<tr>
<td>Maximum particle length of 6 inches</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   Coarse Compost shall meet the following:

<table>
<thead>
<tr>
<th></th>
<th>Min.</th>
<th>Max.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent passing 3&quot;</td>
<td>100%</td>
<td></td>
</tr>
<tr>
<td>Percent passing 1&quot;</td>
<td>90%</td>
<td>100%</td>
</tr>
<tr>
<td>Percent passing ¾&quot;</td>
<td>70%</td>
<td>100%</td>
</tr>
<tr>
<td>Percent passing ¼&quot;</td>
<td>40%</td>
<td>60%</td>
</tr>
<tr>
<td>Maximum particle length of 6 inches</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. The pH shall be between 6.0 and 8.5 when tested in accordance with TMECC 04.11-A, "1:5 Slurry pH".

3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1.0 percent by weight as determined by TMECC 03.08-A.

4. Minimum organic matter shall be 40 percent dry weight basis as determined by TMECC 05.07A, "Loss-On-Ignition Organic Matter Method".

5. Soluble salt contents shall be less than 4.0mmhos/cm tested in accordance with TMECC 04.10-A, "1:5 Slurry Method, Mass Basis".

6. Maturity shall be greater than 80% in accordance with TMECC 05.05-A, "Germination and Root Vigor".

7. Stability shall be 7 or below in accordance with TMECC 05.08-B, Carbon Dioxide Evolution Rate"
8. The compost product must originate a minimum of 65 percent by volume from recycled plant waste as defined in WAC 173-350 as "Type 1 Feedstocks." A maximum of 35 percent by volume of other approved organic waste and/or biosolids may be substituted for recycled plant waste. The supplier shall provide written verification of feedstock sources.

9. The Engineer may also evaluate compost for maturity using the Solvita Compost Maturity Test. Fine Compost shall score a number 6 or above on the Solvita Compost Maturity Test. Coarse Compost shall score a 5 or above on the Solvita Compost Maturity Test.

The compost supplier will test all compost products within 90 calendar days prior to application. Samples will be taken using the Seal of Testing Assurance (STA) sample collection protocol. (The sample collection protocol can be obtained from the U.S. Composting Council, 4250 Veterans Memorial Highway, Suite 275, Holbrook, NY 11741. Phone: 631-737-4931, www.compostingcouncil.org). The sample shall be sent to an independent STA Program approved lab. The compost supplier will pay for the test. A copy of the approved independent STA Program laboratory test report shall be submitted to the Contracting Agency prior to initial application of the compost. Seven days prior to application, the Contractor shall submit a sample of each type compost to be used on the project to the Engineer.

Compost not conforming to the above requirements or taken from a source other than those tested and accepted shall be immediately removed from the project and replaced at no cost to the Contracting Agency.

The Contractor shall either select a compost supplier from the Qualified Products List, or submit the following information to the Engineer for approval:

1. A Request for Approval of Material Source.

2. A copy of the Solid Waste Handling Permit issued to the supplier by the Jurisdictional Health Department as per WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).

3. The supplier shall verify in writing, and provide lab analyses that the material complies with the processes, testing, and standards specified in WAC 173-350 and these specifications. An independent STA Program certified laboratory shall perform the analysis.

4. A list of the feedstock by percentage present in the final compost product.

5. A copy of the producer's Seal of Testing Assurance certification as issued by the U.S. Composting Council.

Acceptance will be based upon a satisfactory Test Report from an independent STA program certified laboratory and the sample(s) submitted to the Engineer.

9-14.5(5) Wattles
This section is revised to read:
Wattles shall consist of cylinders of biodegradable plant material such as straw, coir, compost, or wood shavings encased within biodegradable or photodegradable netting. Watts shall be at least 5 inches in diameter, unless otherwise specified. Encasing material shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Encasing material shall be free from cuts, tears, or weak places and shall have a lifespan greater than 6 months.

Compost filler shall meet the material requirements as specified in Section 9-14.4(8), and shall be Coarse Compost.

**9-14.5(6) Compost Sock**

This section is revised to read:

Biodegradable fabric for compost sock and compost wattle shall be clean, evenly woven, and free of encrusted concrete or other contaminating materials and shall be free from cuts, tears, broken or missing yarns and thin, open, or weak places. Fabric for compost sock shall consist of extra heavy weight biodegradable fiber which has not been treated with any type of preservative. Compost for compost socks shall meet the material requirements as specified in Section 9-14.4(8), and shall be Coarse Compost.

Wood stakes for compost sock and wattles shall be made from Douglas-fir, hemlock, or pine species. Wood stakes shall be 2 inch by 2 inch nominal dimension and 36 inches in length, unless otherwise indicated in the Plans.

Section 9-14.5 is supplemented with the following new section.

**9-14.5(7) Coir Log**

Coir log: Logs shall be made of 100% durable coconut (coir) fiber uniformly compacted within an outer netting. Log segments shall have a maximum length of 20 feet, with a minimum diameter as shown in the Plans. Logs shall have a density of 7 lbs/cf or greater.

Coir logs shall be manufactured with a woven wrapping netting made of bristle coir twine with minimum strength of 80 lbs tensile strength. The netting shall have nominal 2 inch by 2 inch openings.

Stakes shall conform to the requirements of Section 9-09. Cedar wood stakes shall have a notch to secure the rope ties. Rope ties shall be one-quarter inch diameter commercially available hemp rope.

**9-14.6(1) Description**

This section is revised to read:

Bareroot plants are grown in the ground and harvested without soil or growing medium around their roots.

Container plants are grown in pots or flats that prevent root growth beyond the sides and bottom of the container.
Balled and burlapped plants are grown in the ground and harvested with soil around a core of undisturbed roots. This rootball is wrapped in burlap and tied or placed in a wire basket or other supportive structure.

Cuttings are live plant material without a previously developed root system. Source plants for cuttings shall be dormant when cuttings are taken. All cuts shall be made with a sharp instrument. Written permission shall be obtained from property owners and provided to the Engineer before cuttings are collected. The Contractor shall collect cuttings in accordance with applicable sensitive area ordinances. For cuttings, the requirement to be nursery grown or held in nursery conditions does not apply. Cuttings include the following forms:

A. Live branch cuttings shall have flexible top growth with terminal buds and may have side branches. The rooting end shall be cut at an approximate 45 degree angle.

B. Live stake cuttings shall have a straight top cut immediately above a bud. The lower, rooting end shall be cut at an approximate 45 degree angle. Live stakes are cut from one to two year old wood. Live stake cuttings shall be cut and installed with the bark intact with no branches or stems attached, and be ½ to 1 ½ inch in diameter.

C. Live pole cuttings shall have a minimum 2 inch diameter and no more than three branches which shall be pruned back to the first bud from the main stem.

D. Rhizomes shall be a prostrate or subterranean stem, usually rooting at the nodes and becoming erect at the apex. Rhizomes shall have a minimum of two growth points.

E. Tubers shall be a thickened and short subterranean branch having numerous buds or eyes.

9-14.6(2) Quality
This section is revised to read:

All plant material furnished shall meet the grades established by the latest edition of the American Standard for Nursery Stock, (ASNS) ANSI Z60.1 shall conform to the size and acceptable conditions as listed in the contract, and shall be free of all foreign plant material.

All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation.

All plant material shall be purchased from a nursery licensed to sell plants in Washington State.

Live woody or herbaceous plant material, except cuttings, rhizomes, and tubers, shall be vigorous, well formed, well developed fibrous root systems, free from dead branches, and from damage caused by an absence or an excess of heat or moisture, insects, disease, mechanical or other causes detrimental to good plant development. Evergreen plants shall be well foliated and of good color. Deciduous trees that have solitary leaders shall have only the lateral branches thinned by pruning. All conifer trees shall have only one leader (growing apex) and one terminal bud, and shall not be sheared or shaped. Trees having a damaged or missing leader, multiple leaders, or Y-crotches shall be rejected.
Root balls of plant materials shall be solidly held together by a fibrous root system and shall be composed only of the soil in which the plant has been actually growing. Balled and burlapped rootballs shall be securely wrapped with jute burlap or other packing material not injurious to the plant life. Root balls shall be free of weed or foreign plant growth.

Plant materials shall be nursery grown stock. Plant material, with the exception of cuttings, gathered from native stands shall be held under nursery conditions for a minimum of one full growing season, shall be free of all foreign plant material, and meet all of the requirements of these Specifications, the Plans, and the Special Provisions.

Container grown plants must be plants transplanted into a container and grown in that container sufficiently long for new fibrous roots to have developed so that the root mass will retain its shape and hold together when removed from the container, without having roots that circle the pot. Plant material which is root bound, as determined by the Engineer, shall be rejected. Container plants shall be free of weed or foreign plant growth.

Container sizes for plant material of a larger grade than provided for in the container grown specifications of the ASNS shall be determined by the volume of the root ball specified in the ASNS for the same size plant material.

All bare root plant materials shall have a heavy fibrous root system and must be dormant at the time of planting.

Average height to spread proportions and branching shall be in accordance with the applicable sections, illustrations, and accompanying notes of the ASNS.

Plants specified or identified as “Street Tree Grade” shall be trees with straight trunks, full and symmetrical branching, central leader, and be developed, grown, and propagated with a full branching crown. A “Street Tree Grade” designation requires the highest grade of nursery shade or ornamental tree production which shall be supplied.

Trees with improperly pruned, broken, or damaged branches, trunk, or root structure shall be rejected. In all cases, whether supplied balled and burlapped or in a container, the root crown (top of root structure) of the tree shall be at the top of the finish soil level. Trees supplied and delivered in a nursery fabric bag will not be accepted.

Plants, which have been determined by the Engineer to have suffered damage as the result of girdling of the roots, stem, or a major branch; have deformities of the stem or major branches; have a lack of symmetry; have dead or defoliated tops or branches; or have any defect, injury, or condition which renders the plant unsuitable for its intended use, shall be rejected.

Plants that are grafted shall have roots of the same genus as the specified plant.

9-14.6(3) Handling and Shipping
The last sentence in the sixth paragraph is deleted.

9-14.6(6) Substitution of Plants
The second paragraph is revised to read:
Container or balled and burlapped plant material may be substituted for bare root plant material. Container grown plant material may be substituted for balled and burlapped plant materials. When substitution is allowed, use current ASNS standards to determine the correct rootball volume (container or balled and burlapped) of the substituted material that corresponds to that of the specified material. These substitutions shall be approved by the Engineer and be at no cost to the Contracting Agency.

9-14.6(7) Temporary Storage
The third paragraph is revised to read:

Cuttings shall continually be shaded and protected from wind. Cuttings must be protected from drying at all times and shall be heeled into moist soil or other insulating material or placed in water if not installed within 8 hours of cutting. Cuttings to be stored for later installation shall be bundled, laid horizontally, and completely buried under 6 inches of water, moist soil or placed in cold storage at a temperature of 34°F and 90% humidity. Cuttings that are not planted within 24 hours of cutting shall be soaked in water for 24 hours prior to planting. Cuttings taken when the temperature is higher than 50°F shall not be stored for later use. Cuttings that already have developed roots shall not be used.

The fourth paragraph is deleted.

SECTION 9-15, IRRIGATION SYSTEM
August 7, 2006

9-15.1 Pipe, Tubing, and Fittings
The second paragraph is revised to read:

Copper pipe or tubing shall be annealed, seamless, and conform to the requirements of ASTM B 88, and shall be a minimum of Type L rating.

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 9-22, MONUMENT CASES
August 7, 2006

9-22.1 Monument Cases, Covers, and Risers
The AASHTO requirement is revised to read “AASHTO M 306”.

MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT
C 2971

Amendments
SECTION 9-28, SIGNING MATERIALS AND FABRICATION
August 7, 2006

9-28.14(1) Timber Sign Posts
The last sentence is revised to read:

Preservative and retention shall be as shown in Section 9-16.2 for sawn posts.

SECTION 9-29, ILLUMINATION, SIGNAL, ELECTRICAL
December 4, 2006

9-29.2 Junction Boxes
Section 9-29.2 including title is revised to read:

9-29.2 Junction Boxes, Cable Vaults and Pull Boxes
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 Boxes
For the purposes of this specification concrete is defined as Portland Cement Concrete and non-concrete is all others.

Standard Duty Junction Boxes are defined as Type 1, 2, 7 and 8, and Heavy Duty Junction Boxes are defined as Type 4, 5, and 6.

The contractor shall provide shop drawings if their manufacturing process or standard production model includes any deviation from the Standard Plan. For each type of junction box, or whenever there is a design change to the junction box, a proof test, as defined in this specification, shall be performed once in the presence of the Engineer.

This section is supplemented with the following new subsections:

9-29.2(1)A Standard Duty Junction Boxes
All Standard Duty Junction Boxes shall have a minimum load rating of 22,500 pounds and be tested in accordance with 9-29.2(1)C. A complete Type 7 or Type 8 Junction Box includes the spread footing shown in the Standard Plans.

Concrete Junction Boxes
The Standard Duty Concrete Junction Box 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.

Concrete used in Standard Duty Junction Boxes shall have a minimum compressive strength of 6000 psi when reinforced with a welded wire hoop, or 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.

Material for Type 1, 2, 7 and 8 Concrete Junction Boxes shall conform to the following:

<table>
<thead>
<tr>
<th>Material</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>Section 6-02</td>
</tr>
<tr>
<td>Reinforcing Steel</td>
<td>Section 9-07</td>
</tr>
<tr>
<td>Fiber Reinforcing</td>
<td>ASTM C 1116, Type III</td>
</tr>
<tr>
<td>Lid</td>
<td>ASTM A786 diamond plate steel</td>
</tr>
<tr>
<td>Frame</td>
<td>ASTM A786 diamond plate steel or</td>
</tr>
<tr>
<td></td>
<td>ASTM A36 flat steel</td>
</tr>
<tr>
<td>Lid Support &amp; Handle</td>
<td>ASTM A36 steel</td>
</tr>
<tr>
<td>Anchors (studs)</td>
<td>Section 9-06.15</td>
</tr>
</tbody>
</table>

Non-concrete Junction Boxes

Material for the non-concrete junction boxes shall be of a quality that will provide for a similar life expectancy as Portland Cement Concrete in a direct burial application.

Type 1, 2, 7, and 8 non-concrete junction boxes shall have a Design Load of 22,500 lbs. and shall be tested in accordance with 9-29.2(1)C. Non-concrete junction boxes shall be gray in color and have an open bottom design with approximately the same inside dimensions, and present a load to the bearing surface that is less than or equal to the loading presented by the concrete junction boxes shown in the Standard Plans. 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.

9-29.2(1)B Heavy Duty Junction Boxes

Heavy Duty Junction Boxes shall be concrete and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with 9-29.2(1)C.

The Heavy Duty Junction Box steel frame, lid support and lid shall be painted with a shop applied, inorganic zinc primer in accordance with Section 6-07.3.

The concrete used in Heavy Duty Junction Boxes shall have a minimum compressive strength of 4000 PSI.

Material for Type 4, 5, and 6 Concrete Junction Boxes shall conform to the following:

<table>
<thead>
<tr>
<th>Material</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>Section 6-02</td>
</tr>
<tr>
<td>Reinforcing Steel</td>
<td>Section 9-07</td>
</tr>
<tr>
<td>Lid</td>
<td>ASTM A786 diamond plate steel, rolled</td>
</tr>
<tr>
<td></td>
<td>from plate complying with ASTM A572,</td>
</tr>
<tr>
<td></td>
<td>grade 50 or ASTM A588 with min. CVN</td>
</tr>
<tr>
<td></td>
<td>toughness of 20 ft-lb at 40 degrees F</td>
</tr>
<tr>
<td>Frame and stiffener plates</td>
<td>ASTM A572 grade 50 or ASTM A588, both with</td>
</tr>
<tr>
<td></td>
<td>min. CVN toughness of 20 ft-lb at 40 degrees F</td>
</tr>
<tr>
<td>Handle</td>
<td>ASTM A36 steel</td>
</tr>
</tbody>
</table>
The lid stiffener plates shall bear on the frame, and be milled 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
Junction boxes shall be tested by an independent materials testing facility, and a test report issued documenting the results of the tests performed.

For concrete junction boxes the independent testing lab shall meet the requirements of AASHTO R 18 for Qualified Tester and Verified Test Equipment. The test shall be conducted in the presence of and signed off by the Engineer or a designated representative. The Contractor shall give the Engineer 30 days notice prior to testing. One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for a concrete junction box, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.
4. All load deflection and failure data.
5. Weight of box and cover tested.
6. Upon completion of the required test(s) the box shall be loaded to failure.
7. A brief description of type and location of failure.

For non-concrete junction boxes the testing facility shall be a Nationally Recognized Testing Laboratory (witnessing is not required). One copy of the test report shall be furnished to the Contracting Agency certifying that the box and cover meet or exceed the loading requirements for a non-concrete junction box, and shall include the following information:

1. Product identification.
2. Date of testing.
3. Description of testing apparatus and procedure.
4. All load deflection data.
5. Weight of box and cover tested.

Testing for Standard Duty Concrete Junction Boxes
Standard Duty Concrete Junction Boxes shall be load tested to 22,500 pounds. The test load shall be applied uniformly through a 10-inch x 10-inch x 1-inch steel plate centered on the lid. The test load shall be applied and released ten times, and the deflection at the test load and released state shall be recorded for each interval. At each interval the junction 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.
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.

**Testing for the Standard Duty non-concrete Junction Boxes**
Non-concrete Junction Boxes shall be tested to a minimum of 22,500 lbs as defined in the ANSI/SCTE 77-2002 Tier 15 test method. In addition the contractor shall provide a Manufacture Certificate of Compliance for each non-concrete junction box installed.

**Testing for Heavy Duty Junction Boxes**
Heavy Duty Junction Boxes shall be load tested to 46,000 pounds. The test load shall be applied vertically through a 10-inch x 20-inch x 1-inch steel plate centered on the lid with an orientation both on the long axis and the short axis of the junction box. The test load shall be applied and released ten times on each axis. The deflection at the test load and released state shall be recorded for each interval. At each interval the test box shall be inspected for lid deformation, failure of the lid or frame welds, vertical and horizontal displacement of the lid frame, cracks, and concrete spalling. After the twentieth loading interval the test shall be terminated with a 60,000 pound load being applied vertically through the steel plate centered on the lid and with the long edge of steel plate orientated parallel to the long axis of the box.

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 all 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.

**9-29.2 (2) Vacant**
This section including title is revised to read:

**9-29.2(2) Standard Duty and Heavy Duty Cable Vaults and Pull Boxes**
Standard Duty and Heavy Duty Cable Vaults and Pull Boxes shall be constructed as a concrete box and as a concrete lid. The lid for the Heavy Duty and Standard Duty Cable
Vaults and Pull Boxes shall be interchangeable and both shall fit the same box as shown in the Standard Plans.

The Contractor shall provide shop drawings if their manufacturing process or standard production model includes any deviation from the Standard Plan. For each type of box or whenever there is a design change to the Cable Vault or Pull box, a proof test, as defined in this specification, shall be performed once in the presence of the Engineer.

This section is supplemented with the following new sections:

9-29.2(2)A Standard Duty Cable Vaults and Pull Boxes
Standard Duty Cable Vaults and Pull boxes shall be concrete and have a minimum load rating of 22,500 pounds and be tested in accordance with 9-29.2(1)C for concrete Standard Duty Junction Boxes.

Concrete for standard duty cable vaults and pull boxes shall have a minimum compressive strength of 4000 psi. The frame shall be anchored to the vault/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 vault/box shall contain ten studs located near the centerline of the frame and wall. 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 vault/box. 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.

Material for Standard Duty Cable Vaults and Pull Boxes shall conform to the following:

- Concrete: Section 6-02
- Reinforcing Steel: Section 9-07
- Lid: ASTM A786 diamond plate steel
- Frame: ASTM A786 diamond plate steel or ASTM A36 flat steel
- Lid Support & Handle: ASTM A36 steel
- Anchors (studs): Section 9-06.15
- Bolts, Nuts, Washers: ASTM F593 or A193, type 304 or 316

9-29.2(2)B Heavy Duty Cable Vaults and Pull Boxes
Heavy Duty Cable Vaults and Pull Boxes shall be constructed of concrete having a minimum compressive strength of 4000 psi, and have a minimum vertical load rating of 46,000 pounds without permanent deformation and 60,000 pounds without failure when tested in accordance with Section 9-29.2(1)C for Heavy Duty Junction Boxes.

Material for Heavy Duty Cable Vaults and Pull boxes shall conform to the following:

- Concrete: Section 6-02
- Reinforcing Steel: Section 9-07
- Cover: Section 9-05.15(1)
- Ring: Section 9-05.15(1)
- Anchors (studs): Section 9-06.15
- Bolts, Nuts, Washers: ASTM F593 or A193, type 304 or 316
9-29.2(4) Cover Markings
The first sentence of the first paragraph is revised to read:

Junction boxes, cable vaults, and pull boxes with metallic lids shall be marked with the appropriate legend in accordance with the bead weld details in the Standard Plans. Non-metallic lids shall be embossed with the appropriate legend and a non-skid surface. Legends for metallic lids and non-metallic lids shall be 1-inch nominal height.

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

Junction boxes, cable vaults and pull boxes shall be marked or embossed for use in accordance with the plans and following schedule:

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.

9-29.6(5) Foundation Hardware
The second and third paragraphs are revised to read:

Anchor bolts, and associated nuts and washers, for Type CCTV, II, III, IV, and V signal standards and luminaire poles shall conform to Section 9-06.5(4). Anchor rods conforming to ASTM A 449 may be substituted, provided that the galvanized ASTM A 449 anchor rods having an ultimate tensile strength above 145 ksi shall be tested for embrittlement in accordance with either ASTM A 143 (if the rod length is equal to or greater than five times the bolt diameter) or ASTM F 606 Section 7 (if the rod length is less than five times the nominal bolt diameter).

All foundation hardware shall be 100% hot-dipped galvanized in accordance with AASHTO M 111 and AASHTO M 232.

SECTION 9-30, WATER DISTRIBUTION MATERIALS
August 7, 2006

9-30.6(3)A Copper Tubing
This section is revised to read:

Copper pipe or tubing shall be annealed, seamless, and conform to the requirements of ASTM B 88, Type K rating.

SECTION 9-33, CONSTRUCTION GEOTEXTILE
August 7, 2006

Section 9-33 including title is revised in its entirety to read:
SECTION 9-33, CONSTRUCTION GEOSYNTHETIC

9-33.1 Geosynthetic Material Requirements
The term geosynthetic shall be considered to be inclusive of geotextiles, geogrids, and prefabricated drainage mats.

Geotextiles, including geotextiles attached to prefabricated drainage core to form a prefabricated drainage mat, shall consist only of long chain polymeric fibers or yarns formed into a stable network such that the fibers or yarns retain their position relative to each other during handling, placement, and design service life. At least 95 percent by weight of the material shall be polyolefins or polyesters. The material shall be free from defects or tears. The geotextile shall also be free of any treatment or coating which might adversely alter its hydraulic or physical properties after installation.

Geogrids shall consist of a regular network of integrally connected polymer tensile elements with an aperture geometry sufficient to permit mechanical interlock with the surrounding backfill. The long chain polymers in the geogrid tensile elements, not including coatings, shall consist of at least 95 percent by mass of the material of polyolefins or polyesters. The material shall be free of defects, cuts, and tears.

Prefabricated drainage core shall consist of a three dimensional polymeric material with a structure that permits flow along the core laterally, and which provides support to the geotextiles attached to it.

The geosynthetic shall conform to the properties as indicated in Tables 1 through 8 in Section 9-33.2, and additional tables as required in the Standard Plans and Special Provisions for each use specified in the Plans. Specifically, the geosynthetic uses included in this section and their associated tables of properties are as follows:

<table>
<thead>
<tr>
<th>Geotextile Geosynthetic Application</th>
<th>Applicable Property Tables</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Drainage, Low and Moderate Survivability, Classes A, B, and C</td>
<td>Tables 1 and 2</td>
</tr>
<tr>
<td>Separation</td>
<td>Table 3</td>
</tr>
<tr>
<td>Soil Stabilization</td>
<td>Table 3</td>
</tr>
<tr>
<td>Permanent Erosion Control, Moderate and High Survivability, Classes A, B, and C</td>
<td>Tables 4 and 5</td>
</tr>
<tr>
<td>Ditch Lining</td>
<td>Table 4</td>
</tr>
<tr>
<td>Temporary Silt Fence</td>
<td>Table 6</td>
</tr>
<tr>
<td>Permanent Geosynthetic Retaining Wall</td>
<td>Table 7 and Std. Plans</td>
</tr>
<tr>
<td>Temporary Geosynthetic Retaining Wall</td>
<td>Tables 7 and 10</td>
</tr>
<tr>
<td>Prefabricated Drainage Mat</td>
<td>Table 8</td>
</tr>
<tr>
<td>Table 10 will be included in the Special Provisions.</td>
<td></td>
</tr>
</tbody>
</table>

Geogrid and geotextile reinforcement in geosynthetic retaining walls shall conform to the properties specified in the Standard Plans for permanent walls, and Table 10 for temporary walls.
For geosynthetic retaining walls that use geogrid reinforcement, the geotextile material placed at the wall face to retain the backfill material as shown in the Plans shall conform to the properties for Construction Geotextile for Underground Drainage, Moderate Survivability, Class A.

Thread used for sewing geotextiles shall consist of high strength polypropylene, polyester, or polyamide. Nylon threads will not be allowed. The thread used to sew permanent erosion control geotextiles, and to sew geotextile seams in exposed faces of temporary or permanent geosynthetic retaining walls, shall also be resistant to ultraviolet radiation. The thread shall be of contrasting color to that of the geotextile itself.

9-33.2 Geosynthetic Properties

9-33.2(1) Geotextile Properties

Table 1: Geotextile for underground drainage strength properties for survivability.

<table>
<thead>
<tr>
<th>Geotextile Property</th>
<th>ASTM Test Method</th>
<th>Geotextile Property Requirements¹</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Low Survivability</td>
</tr>
<tr>
<td>Grab Tensile Strength, in machine and x-machine direction</td>
<td>D 4632</td>
<td>Woven 180 lb min.</td>
</tr>
<tr>
<td>Grab Failure Strain, in machine and x-machine direction</td>
<td>D 4632</td>
<td>&lt; 50%</td>
</tr>
<tr>
<td>Seam Breaking Strength Puncture Resistance Tear Strength, in machine and x-machine direction</td>
<td>D 4632³</td>
<td>160 lb min.</td>
</tr>
<tr>
<td>D 6241</td>
<td>100 lb min.</td>
<td>220 lb min.</td>
</tr>
<tr>
<td>D 4533</td>
<td>67 lb min.</td>
<td>40 lb min.</td>
</tr>
<tr>
<td>D 4355</td>
<td>50% strength retained min., after 500 hours in a xenon arc device</td>
<td></td>
</tr>
</tbody>
</table>

Table 2: Geotextile for underground drainage filtration properties.

<table>
<thead>
<tr>
<th>Geotextile Property</th>
<th>ASTM Test Method</th>
<th>Geotextile Property Requirements¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>AOS</td>
<td>D 4751</td>
<td>Class A (U.S. No. 40 max.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Class B (U.S. No. 60 max.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Class C (U.S. No. 80 max.)</td>
</tr>
</tbody>
</table>
**Table 3: Geotextile for separation or soil stabilization.**

<table>
<thead>
<tr>
<th>Geotextile Property</th>
<th>ASTM Test Method</th>
<th>Geotextile Property Requirements¹</th>
<th>Soil Stabilization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Separation Woven</td>
<td>Nonwoven</td>
</tr>
<tr>
<td>AOS</td>
<td>D 4751</td>
<td>U.S. No. 30 max.</td>
<td></td>
</tr>
<tr>
<td>Water Permittivity</td>
<td>D 4491</td>
<td>0.02 sec⁻¹ min.</td>
<td></td>
</tr>
<tr>
<td>Grab Tensile Strength, in machine and x-machine direction</td>
<td>D 4632</td>
<td>250 lb min. 160 lb min. 315 lb min. 200 lb min.</td>
<td></td>
</tr>
<tr>
<td>Grab Failure Strain, in machine and x-machine direction</td>
<td>D 4632</td>
<td>&lt; 50% ≥ 50% &lt; 50% ≥ 50%</td>
<td></td>
</tr>
<tr>
<td>Seam Breaking Strength</td>
<td>D 4632³</td>
<td>220 lb min. 140 lb min. 270 lb min. 180 lb min.</td>
<td></td>
</tr>
<tr>
<td>Puncture Resistance</td>
<td>D 6241</td>
<td>495 lb min. 310 lb min. 620 lb min. 430 lb min.</td>
<td></td>
</tr>
<tr>
<td>Tear Strength, in machine and x-machine direction</td>
<td>D 4533</td>
<td>80 lb min. 50 lb min. 112 lb min. 79 lb min.</td>
<td></td>
</tr>
<tr>
<td>Ultraviolet (UV) Radiation Stability</td>
<td>D 4355</td>
<td>50% strength retained min., after 500 hours in xenon arc device</td>
<td></td>
</tr>
</tbody>
</table>

**Table 4: Geotextile for permanent erosion control and ditch lining.**

<table>
<thead>
<tr>
<th>Geotextile Property</th>
<th>ASTM Test Method²</th>
<th>Geotextile Property Requirements¹</th>
<th>Ditch Lining</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Permanent Erosion Control Moderate Survivability</td>
<td>High Survivability</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-woven Woven</td>
<td>Non-woven Woven</td>
</tr>
<tr>
<td>AOS</td>
<td>D 4751</td>
<td>See Table 5 Woven</td>
<td>See Table 5 Non-woven</td>
</tr>
<tr>
<td>Water Permittivity</td>
<td>D 4491</td>
<td>See Table 5 Woven</td>
<td>See Table 5 Non-woven</td>
</tr>
<tr>
<td>Grab Tensile Strength, in machine and x-machine direction</td>
<td>D 4632</td>
<td>250 lb min. 160 lb min. 315 lb min. 200 lb min. 250 lb min. 160 lb min.</td>
<td></td>
</tr>
</tbody>
</table>

---

MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT
C 2971

Amendments
Table 5: Filtration properties for geotextile for permanent erosion control.

<table>
<thead>
<tr>
<th>Geotextile Property</th>
<th>ASTM Test Method</th>
<th>Geotextile Property Requirements¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>AOS</td>
<td>D 4751</td>
<td>Class A: U.S. No. 40 max.</td>
</tr>
<tr>
<td>Water Permittivity</td>
<td>D 4491</td>
<td>Class B: 0.7 sec⁻¹ min.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Class C: 0.4 sec⁻¹ min.</td>
</tr>
</tbody>
</table>

Table 6: Geotextile for temporary silt fence.

<table>
<thead>
<tr>
<th>Geotextile Property</th>
<th>ASTM Test Method</th>
<th>Geotextile Property Requirements¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>AOS</td>
<td>D 4751</td>
<td>Unsupported Between Posts</td>
</tr>
<tr>
<td>Water Permittivity</td>
<td>D 4491</td>
<td>Supported Between Posts with Wire or Polymeric Mesh</td>
</tr>
<tr>
<td>Grab Tensile Strength, in machine and x-machine direction</td>
<td>D 4632</td>
<td>180 lb min. in machine direction, 100 lb min. in x-machine direction</td>
</tr>
<tr>
<td>Grab Failure Strain, in machine and x-machine direction</td>
<td>D 4632</td>
<td>30% max. at 180 lb or more</td>
</tr>
<tr>
<td>Ultraviolet (UV)</td>
<td>D 4355</td>
<td>70% strength retained min.</td>
</tr>
</tbody>
</table>

¹ Strength requirements.
Radiation Stability after 500 hours in xenon arc device

9-33.2(2) Geosynthetic Properties For Retaining Walls and Reinforced Slopes
Table 7: Minimum properties required for geotextile reinforcement used in geosynthetic reinforced slopes and retaining walls.

<table>
<thead>
<tr>
<th>Geotextile Property</th>
<th>ASTM Test Method</th>
<th>Woven</th>
<th>Nonwoven</th>
</tr>
</thead>
<tbody>
<tr>
<td>AOS</td>
<td>D 4751</td>
<td></td>
<td>U.S. No. 20 max.</td>
</tr>
<tr>
<td>Water Permittivity</td>
<td></td>
<td></td>
<td>0.02 sec^{-1} min.</td>
</tr>
<tr>
<td>Grab Tensile</td>
<td>D 4491</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Strength, in machine and x-machine direction</td>
<td>D 4632</td>
<td>200 lb min.</td>
<td>120 lb min.</td>
</tr>
<tr>
<td>Grab Failure Strain, in machine and x-machine direction</td>
<td>D 4632</td>
<td>&lt; 50%</td>
<td>≥ 50%</td>
</tr>
<tr>
<td>Seam Breaking Strength</td>
<td>D 4632^{3,4}</td>
<td>160 lb min.</td>
<td>100 lb min.</td>
</tr>
<tr>
<td>Puncture Resistance</td>
<td>D 6241</td>
<td>370 lb min.</td>
<td>220 lb min.</td>
</tr>
<tr>
<td>Tear Strength, in machine and x-machine direction</td>
<td>D 4533</td>
<td>63 lb min.</td>
<td>50 lb min.</td>
</tr>
<tr>
<td>Ultraviolet (UV)</td>
<td>D 4355</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radiation Stability</td>
<td></td>
<td></td>
<td>70% (for polypropylene and polyethylene) and 50% (for polyester) Strength Retained min., after 500 hours in a xenon arc device</td>
</tr>
</tbody>
</table>

9-33.2(3) Prefabricated Drainage Mat
Prefabricated drainage mat shall have a single or double dimpled polymeric core with a geotextile attached and shall meet the following requirements:

Table 8: Minimum properties required for prefabricated drainage mats.

<table>
<thead>
<tr>
<th>Geotextile Property</th>
<th>ASTM Test Method</th>
<th>Geotextile Property Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>AOS</td>
<td>D 4751</td>
<td>U.S. No. 60 max.</td>
</tr>
<tr>
<td>Water Permittivity</td>
<td></td>
<td>0.4 sec^{-1} min.</td>
</tr>
<tr>
<td>Grab Tensile</td>
<td>D 4491</td>
<td></td>
</tr>
<tr>
<td>Strength, in machine and x-machine direction</td>
<td>D 4632</td>
<td>Nonwoven - 100 lb min.</td>
</tr>
<tr>
<td>Width</td>
<td>D 5199</td>
<td>12 in. min.</td>
</tr>
<tr>
<td>Thickness</td>
<td></td>
<td>0.4 in. min.</td>
</tr>
<tr>
<td>Compressive Strength at Yield</td>
<td>D 1621</td>
<td>100 psi min.</td>
</tr>
<tr>
<td>In Plan Flow Rate</td>
<td>D 4716</td>
<td></td>
</tr>
<tr>
<td>Gradient = 0.1,</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Pressure = 5.5 psi  
Gradient = 1.0,  
Pressure = 14.5 psi  
5.0 gal./min./ft.  
15.0 gal/min./ft.

1 All geotextile properties in Tables 1 through 8 are minimum average roll values (i.e., the test results for any sampled roll in a lot shall meet or exceed the values shown in the table).

2 The test procedures used are essentially in conformance with the most recently approved ASTM geotextile test procedures, except for geotextile sampling and specimen conditioning, which are in accordance with WSDOT Test Methods T 914, Practice for Sampling of Geotextiles for Testing, and T 915, Practice for Conditioning of Geotextiles for Testing, respectively. Copies of these test methods are available at the State Materials Laboratory P.O. Box 47365, Olympia, WA 98504-7365.

3 With seam located in the center of 8-inch long specimen oriented parallel to grip faces.

4 Applies only to seams perpendicular to the wall face.

9-33.3 Aggregate Cushion of Permanent Erosion Control Geotextile
Aggregate cushion for permanent erosion control geotextile, Class A shall meet the requirements of Section 9-03.9(2). Aggregate cushion for permanent erosion control geotextile, Class B or C shall meet the requirements of Section 9-03.9(3) and 9-03.9(2).

9-33.4 Geosynthetic Material Approval and Acceptance
9-33.4(1) Geosynthetic Material Approval
If the geosynthetic source material has not been previously evaluated, or is not listed in the current WSDOT Qualified Products List (QPL), a sample of each proposed geosynthetic shall be submitted to the State Materials Laboratory in Tumwater for evaluation. Geosynthetic material approval will be based on conformance to the applicable properties from the Tables in Section 9-33.2 or in the Standard Plans or Special Provisions. After the sample and required information for each geosynthetic type have arrived at the State Materials Laboratory in Tumwater, a maximum of 14 calendar days will be required for this testing. Source approval shall not be the basis of acceptance of specific lots of material delivered to the Contractor unless the roll numbers of the lot sampled can be clearly identified as the rolls tested and approved in the geosynthetic approval process.

For geogrid and geotextile products proposed for use in permanent geosynthetic retaining walls or reinforced slopes that are not listed in the current QPL, the Contractor shall submit test information and the calculations used in the determination of T
performed in accordance with WSDOT Standard Practice T 925, Standard Practice for Determination of Long-Term Strength for Geosynthetic Reinforcement, to the State Materials Laboratory in Tumwater for evaluation. The Contracting Agency will require up to 30 calendar days after receipt of the information to complete the evaluation.

The Contractor shall submit to the Engineer the following information regarding each geosynthetic material proposed for use:
Manufacturer's name and current address,
Full product name,
Geosynthetic structure, including fiber/yarn type,
Geosynthetic polymer type(s) (for temporary and permanent geosynthetic retaining walls),
Proposed geosynthetic use(s), and
Certified test results for minimum average roll values.

9-33.4(2) Vacant

9-33.4(3) Acceptance Samples
When the quantities of geosynthetic materials proposed for use in the following geosynthetic applications are greater than the following amounts, acceptance shall be by satisfactory test report:

<table>
<thead>
<tr>
<th>Application</th>
<th>Geosynthetic Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Drainage</td>
<td>600 sq. yd.</td>
</tr>
<tr>
<td>Temporary or Permanent Geosynthetic</td>
<td>All quantities</td>
</tr>
<tr>
<td>Retaining Walls</td>
<td></td>
</tr>
</tbody>
</table>

The samples for acceptance testing shall include the information about each geosynthetic roll to be used as stated in 9-33.4(4).

Samples will be randomly taken by the Engineer at the job site to confirm that the geosynthetic meets the property values specified.

Approval will be based on testing of samples from each lot. A "lot" shall be defined for the purposes of this specification as all geosynthetic rolls within the consignment (i.e., all rolls sent the project site) that were produced by the same manufacturer during a continuous period of production at the same manufacturing plant and have the same product name. After the samples have arrived at the State Materials Laboratory in Tumwater, a maximum of 14 calendar days will be required for this testing.

If the results of the testing show that a geosynthetic lot, as defined, does not meet the properties required for the specified use as indicated in Tables 1 through 8 in Section 9-33.2, and additional tables as specified in the Special Provisions, the roll or rolls which were sampled will be rejected. Geogrids and geotextiles for temporary geosynthetic retaining walls shall meet the requirements of Table 7, and Table 10 in the Special Provisions. Geogrids and geotextiles for permanent geosynthetic retaining wall shall meet the requirements of Table 7, and Table 9 in the Special Provisions, and both geotextile and geogrid acceptance testing shall meet the required ultimate tensile strength $T_{ult}$ as provided in the current QPL for the selected product(s). If the selected product(s) are not listed in the current QPL, the result of the testing for $T_{ult}$ shall be greater than or equal to $T_{ult}$ as determined from the product data submitted and approved by the State Materials Laboratory during source material approval.

Two additional rolls for each roll tested which failed from the lot previously tested will then be selected at random by the Engineer for sampling and retesting. If the retesting shows that any of the additional rolls tested do not meet the required properties, the entire lot will be rejected. If the test results from all the rolls retested meet the required properties, the entire lot minus the roll(s) that failed will be accepted. All geosynthetic
that has defects, deterioration, or damage, as determined by the Engineer, will also be rejected. All rejected geosynthetic shall be replaced at no additional expense to the Contracting Agency.

9-33.4(4) Acceptance by Certificate of Compliance
When the quantities of geosynthetic proposed for use in each geosynthetic application are less than or equal to the following amounts, acceptance shall be by Manufacturer's Certificate of Compliance:

<table>
<thead>
<tr>
<th>Application</th>
<th>Geosynthetic Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Underground Drainage</td>
<td>600 sq. yd.</td>
</tr>
<tr>
<td>Soil Stabilization and Separation</td>
<td>All quantities</td>
</tr>
<tr>
<td>Permanent Erosion Control</td>
<td>All quantities</td>
</tr>
<tr>
<td>Temporary Silt Fence</td>
<td>All quantities</td>
</tr>
<tr>
<td>Prefabricated Drainage Mat</td>
<td>All quantities</td>
</tr>
</tbody>
</table>

The Manufacturer's Certificate of Compliance shall include the following information about each geosynthetic roll to be used:

- Manufacturer's name and current address,
- Full product name,
- Geosynthetic structure, including fiber/yarn type,
- Geosynthetic Polymer type (for all temporary and permanent geosynthetic retaining walls only),
- Geosynthetic roll number(s),
- Geosynthetic lot number(s),
- Proposed geosynthetic use(s), and
- Certified test results.

9-33.4(5) Approval of Seams
If the geotextile seams are to be sewn in the field, the Contractor shall provide a section of sewn seam that can be sampled by the Engineer before the geotextile is installed.

The seam sewn for sampling shall be sewn using the same equipment and procedures as will be used to sew the production seams. If production seams will be sewn in both the machine and cross-machine directions, the Contractor must provide sewn seams for sampling which are oriented in both the machine and cross-machine directions. The seams sewn for sampling must be at least 2 yards in length in each geotextile direction. If the seams are sewn in the factory, the Engineer will obtain samples of the factory seam at random from any of the rolls to be used. The seam assembly description shall be submitted by the Contractor to the Engineer and will be included with the seam sample obtained for testing. This description shall include the seam type, stitch type, sewing thread type(s), and stitch density.

SECTION 9-34, PAVEMENT MARKING MATERIAL
April 3, 2006

9-34.2 Paint
This section is revised to read:
White and yellow paint shall comply with the specifications for high volatile organic compound (VOC) solvent based paint, low VOC solvent based paint or low VOC waterborne paint. Blue paint for “Access Parking Space Symbol with Background” shall be chosen from a WSDOT QPL listed Manufacturer. The blue color shall match Fed Standard 595, color 15090 and the tolerance of variation shall match that shown in the FHWA “Highway Blue Color Tolerance Chart.”

9-34.3 Plastic
This section is revised to read:

White and yellow plastic pavement marking materials shall comply with the specifications for:

Type A – Liquid hot applied thermoplastic
Type B – Pre-formed fused thermoplastic
Type C – Cold applied pre-formed tape
Type D – Liquid cold applied methyl methacrylate

Blue plastic pavement marking material for “Access Parking Space Symbol with Background” shall be chosen from a WSDOT QPL listed Manufacturer. The blue color shall match Fed Standard 595, color 15090 and the tolerance of variation shall match that shown in the FHWA “Highway Blue Color Tolerance Chart.”

9-34.4 Glass Beads
In the first sentence the reference to AASHTO M 247-81, Type 1 is revised to AASHTO M 247, Type 1.

SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS
April 3, 2006

9-35.2 Construction Signs
The first paragraph is supplemented with the following:

Post mounted Class A construction signs shall conform to the requirements of this section and additionally shall conform to the requirements stated in section 9-28.

The second paragraph is revised to read:

Aluminum sheeting shall be used to fabricate all construction signs. The signs shall have a minimum thickness of 0.080-inches and a maximum thickness of 0.125-inches.

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

The use of plywood, composite, fiberglass reinforced plastic, new fabric rollup signs, and any other previously approved sign materials except aluminum is prohibited. Any sign which otherwise meets the requirements of this section and was purchased prior to July 1, 2004, may be utilized until December 31, 2007. If a fabric sign is used, it shall have been fabricated with Type VI reflective sheeting.
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
- (*****) Notes a revision to a General Special Provision and also notes a Project Specific Special Provision.
- (Regions¹ date) Region Special Provision
- (BSP date) Bridges and Structures Special Provision

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

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

<table>
<thead>
<tr>
<th>Regions¹</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ER</td>
<td>Eastern Region</td>
</tr>
<tr>
<td>NCR</td>
<td>North Central Region</td>
</tr>
<tr>
<td>NWR</td>
<td>Northwest Region</td>
</tr>
<tr>
<td>OR</td>
<td>Olympic Region</td>
</tr>
<tr>
<td>SCR</td>
<td>South Central Region</td>
</tr>
<tr>
<td>SWR</td>
<td>Southwest Region</td>
</tr>
<tr>
<td>WSF</td>
<td>Washington State Ferries Division</td>
</tr>
</tbody>
</table>

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 Marion Drain Road crossing of Toppenish Creek by replacing the existing bridge with a new concrete girder bridge and reconstructing the approaches, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.
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 (11&quot; x 17&quot;) and Contract Provisions</td>
<td>10</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (22&quot; x 34&quot;) and Contract Provisions</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

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

(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 Services Department
128 North Second Street,
4th Floor County Courthouse
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/MWBE 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 **March 1, 2007**.

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, material person, or any other person who provides supplies or provisions for carrying out the work;

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

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

1-04 SCOPE OF THE WORK

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

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

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

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

1-05 CONTROL OF WORK

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(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:

(******)
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:

MARION DRAIN ROAD BRIDGE NO. 421
Special Provisions
C2971
• 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

1-07.2 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

(*.....*)

State Departments of Fish And Wildlife

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

The Contracting Agency has obtained Hydraulic Project Approval (HPA) for this project from the Yakama Nation Water Code and the Washington State Department of Fish And Wildlife. As of the date of advertisement, the permit from the Yakama Nation Water code has expired. An extension for this permit is pending and will be in place prior to award. No addendum will be issued unless substantial changes are contained in the new permit. All contacts with the Yakama Nation Water Code and the Washington State Department of Fish And Wildlife concerning these approvals shall be through the Engineer. The provisions of the approvals are as follows:

See Appendix A

The Hydraulic Project Approvals pertain to contract work within the project limits as described in the original contract. The Hydraulic Project Approvals are not a permit for work in material sources, staging areas, or disposal sites not provided in the contract.

When work described in the contract is to be performed below the ordinary high water line within areas designated as sensitive or to be protected, that work shall be performed between the dates of July 15th and October 15th.
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.

(August 7, 2006)
Application of Wage Rates For The Occupation Of Landscape Construction

State prevailing wage rates for public works contracts are included in this contract and show a separate listing for the occupation:

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

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

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

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

(March 6, 2000)

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

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

   Timetable   Goal
   Until further notice       6.9%

   Minorities - by Standard Metropolitan Statistical Area (SMSA)

   Yakima, WA:
   SMSA Counties:
   Yakima, WA   9.7
   WA Yakima.

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 therefore, along with whatever additional actions the Contractor may have taken.

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

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

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

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

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(December 4, 2006)

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 solicitating 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 online 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, materials, 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.
Commercia lly 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. Two party checks are not allowed.

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

Trucking

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

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

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

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

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

5. The DBE may lease trucks from another DBE firm, 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:

- 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. Or, the Contractor has the option of submitting actual DBE payment data to the Contracting Agency on a monthly basis using the Contract Monitoring and Tracking System (CMATS) through the Bizweb applications located at http://www.omwbe.wa.gov/bizwebatwashington. Use of CMATS will become a requirement for all contractors effective January 7, 2008. 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.

(March 13, 1995)

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

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

The provisions of FHWA 1273, as amended, included in this contract require that the Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each subcontract requiring the subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each subcontract for subcontractors and lower tier subcontractors. For this purpose, upon request to the Project Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.
(December 2, 2002)

Indian Preference And Tribal Ordinances

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

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

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

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

Although Indian preference cannot be compelled or mandated by the Contracting Agency, there is no limitation whereby voluntary Contractor or subcontractor initiated preferences are given, if otherwise lawful. 41 CFR 60-1.5(a)6 provides as follows:

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

(February 5, 2001)

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 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:

N/A - No utility companies are known or suspected of having facilities within the project limits

1-07.18 Public Liability And Property Damage Insurance
(January 5, 2004)
Reduced Insurance Requirement
Section 1-07.18 is revised as follows:

Item number 1 in the first paragraph is deleted.

Item number 2 is revised to read:

2. Commercial General Liability Insurance written under ISO Form CG0001 or its equivalent with minimum limits of $1,000,000 per occurrence and in the aggregate for each policy year. Products and completed operations coverage shall be provided for a period of one year following final acceptance of the work. The Contracting Agency shall be named as an additional insured on the policy.

1-07.23 Public Convenience and Safety

1-07.23(1) 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 releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(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 60 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

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

Supplement this Section with the following:

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

(April 28, 1997)

1-09.8 Payment For Material On Hand
The last paragraph of Section 1-09.8 is revised to read:

The Contracting Agency will not pay for any individual item on hand with a cost of less than $2,000. As materials are used in the work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date, the Contractor shall submit a letter to the Project Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

(March 13, 1995)

1-09.9 Payments
Section 1-09.9 is supplemented with the following:

The quantity of the following items to be paid for on this project shall be the quantity shown in the Proposal, unless changes are made in accordance with Section 1-04.4 which affect this quantity. The quantity shown in the Proposal will be adjusted by the amount of the change and will be paid for as specified in Section 1-04.4.

STRUCTURE EXCAVATION CLASS A INCL. HAUL
STEEL REINF. BAR FOR SUBSTRUCTURE
CONC. CLASS 4000 FOR BRIDGE

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

The unit contract price for these items shall be full pay to construct and complete this portion of the work.

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.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

(August 2, 2004)

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

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

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

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

1-10.4 Measurement

(August 2, 2004)

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

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

DIVISION 2
EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS
Salvage of Removed Structure Items

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

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

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

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

2-02.3 Construction Requirements

Section 2-02.3 is supplemented with the following:

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

No waste site has been provided for the disposal of removed material. All material to be removed from the project shall become the property of the Contractor and shall be removed from the site or otherwise disposed of as approved by the Engineer. The Contractor shall provide his own waste site for excess excavation, debris, etc., and all costs involved shall be considered incidental to the other bid items, and no further payment will be made. Written permission (If Contractor uses private waste sites) shall be provided to the County from property owners of any waste site prior to its use.

2-02.3(2) Removal of Bridges, Box Culverts, and other Drainage Structures

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

(June 26, 2000)
The Contractor shall remove existing Bridge #421 after routing traffic onto the detour route.

(June 26, 2000)
Bridge Demolition Plan
The Contractor shall submit a bridge demolition plan with working drawings and calculations to the Engineer for approval in accordance with Section 6-01.9, showing the method of removing the existing bridge(s), or portions of bridges, as specified.
The bridge demolition plan shall show support bents, bracing, guys, lifting devices, lifting attachments, the sequence of demolition and removal, the type of equipment to be used in all demolition and removal operations, the location of cranes and barges, the location of support or lifting points, and the weights of structure parts being removed. The plan shall include a crane stability analysis and crane load calculations based on the controlling crane picks of the Contractor’s plan. The plan shall detail the containment, collection, and disposal of all debris. The plan shall show all stages of demolition.

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

Use of Explosives

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

2-02.5 Payment
Section 2-02.5 is supplemented with the following:

(******)
“Removing Existing Bridge”, lump sum.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description
Section 2-03.1 is supplemented with the following:

(******)
Any material hauled from the project will be subject to the requirements of the Yakima County Excavation and Grading Ordinance. All costs incurred by the Contractor to obtain a Grading Permit shall be included in the various Unit Bid Prices, and no further Payment shall be made.

The Yakima County Excavation and Grading Ordinance may be reviewed in the County Engineer's Office, 4th Floor, Yakima County Courthouse.

2-03.3 Construction Requirements

2-03.3(7) Disposal Of Surplus Material

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

(******)
Yakima County is not providing a waste disposal site for this project. Therefore, the Contractor shall make arrangements, at his own expense, for the disposal of excess waste materials and shall protect the Contracting Agency from all damages that may arise from the waste disposal operations.
2-03.3(14) Embankment Construction

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

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

2-03.4 Measurement
Section 2-03.4 is supplemented with the following:

(March 13, 1995)
Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract. Control stakes will be set during construction to provide the Contractor with all essential information for the construction of excavation and embankments.

If discrepancies are discovered in the ground elevations which will materially affect the quantities of earthwork, the original computations of earthwork quantities will be adjusted accordingly.

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method or by the finite element analysis method utilizing digital terrain modeling techniques.

Copies of the ground cross-section notes will be available for the bidder’s inspection, before the opening of bids, at the Project Engineer’s office and at the Region office. Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Project Engineer.

2-03.5 Payment
Section 2-03.5 is supplemented with the following:

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

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

No separate payment shall be made for embankment compaction and all costs to perform this work as required shall be included in the unit bid price per cubic yard for "Roadway Excavation Including Haul".
2-09 STRUCTURE EXCAVATION

2-09.4 Measurement

Section 2-09.4 of the Standard Specification shall be supplemented with the following:

(******)
Structure Excavation Class A Incl. Haul shall be measured up to the neat line volume shown on the plans. Any Structure Excavation Class A beyond this shall be considered Shoring or Extra Excavation Class A and shall not be measured for payment.

Structure Excavation Class B shall not be measured for payment.

2-09.5 Payment

Section 2-09.5 of the Standard Specification shall be supplemented with the following:

(******)
Structure Excavation Class A Incl. Haul shall be paid based on the Measurement in 2-09.4. Any Structure Excavation Class A beyond this shall be considered Shoring or Extra Excavation Class A and shall not be measured and shall be paid by Lump Sum.

There shall be no separate payment for Structure Excavation Class B. All costs associated with excavation, backfill and compaction of new culvert or pipe trenches shall be included in the lineal foot price of the pipe.

DIVISION 6
STRUCTURES

6-01 GENERAL REQUIREMENTS FOR STRUCTURES

Foundation Data
Section 6-01.2 is supplemented with the following:

(******)
The attached log of test boring pages (see Appendix B) are reproductions of the original Log of Test Boring for the test holes shown in the Plans.

The Contractor should review the geotechnical recommendations report prepared for this project. Copies of the geotechnical recommendations report are available for review by prospective bidders at the location specified in Section 1-02.4 as supplemented in these Special Provisions.
6-02 CONCRETE STRUCTURES

6-02.2 Materials
Section 6-02.2 is supplemented with the following:

(August 5, 2002)

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

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

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

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

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

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

2. Resin Bonding Material
Resin bonding material shall be one of the following:

   a. Vinylester resin.

   b. Polyester resin.

   c. Methacrylate resin.

   d. A two component epoxy resin which meets the requirements of ASTM C 881, Type IV. The grade and class of the epoxy resin shall be as recommended by the epoxy resin manufacturer and as approved by the Engineer.
3. Ultimate Anchor Tensile Capacity
Resin bonded anchors shall each have the following minimum ultimate tensile load capacity when installed in concrete having a maximum compressive strength of 6000 pounds per square inch (psi) at the embedment specified below:

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

(December 2, 2002)

Epoxy Bonding Agent For Surfaces And For Steel Reinforcing Bar Dowels
Epoxy bonding agent for surfaces shall be Type II, as specified in Section 9-26.1. Epoxy bonding agent for steel reinforcing bar dowels shall be either Type I or Type IV, as specified in Section 9-26.1. The grade and class of epoxy bonding agent shall be as recommended by the resin manufacturer and approved by the Engineer.

(June 26, 2000)

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

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

6-02.3 Construction Requirements
Section 6-02.3 is supplemented with the following:

Bridge Supported Utilities
(*****)
The Contractor shall furnish and install inserts for the bridge utility supports as shown in the Plans.

6-02.3(2)A Contractor Mix Design
Section 6-02.3(2)A of the Standard Specifications shall be amended as follows:
The first sentence of the first paragraph of Section 6-02.3(2)A is revised to read as follows:
(*****)
The Contractor shall provide a mix design in writing for all classes of concrete.

6-02.3(4) Ready-Mix Concrete

Section 6-02.3(4) of the Standard Specifications shall be amended as follows:

(******)
The first sentence of Section 6-02.3(4) is revised to read as follows:

All concrete, including commercial concrete and lean concrete, shall be batched in a prequalified manual, semi-automatic, or automatic plant as described in Section 6-02.3(4)A.

6-02.3(4)B Jobsite Mixing

Section 6-02.3(4)B of the Standard Specifications shall be amended as follows:

(******)
The first sentence of Section 6-02.3(4) is revised to read as follows:

For small quantities of concrete, less than ½ cubic yard, the Contractor may mix concrete on the job site, provided the Contractor has requested in writing and received written permission from the Engineer.

6-02.(13) Expansion Joints

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

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

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

6-02.3(17) Falsework and Formwork

Section 6-02.3(17) is supplemented with the following:

(******)
All forms used for concrete over the river or over land that drains directly to the river shall be completely sealed to prevent the possibility of fresh concrete from getting into the river.

(August 5, 2002)
6-02.3(18) Placing Anchor Bolts
Section 6-02.3(18) is supplemented with the following:
Resin Bonded Anchors

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

1. The resin manufacturer's written installation procedure for the anchors. Resin bonding material used in overhead and horizontal application shall be specifically recommended by the resin manufacturer for those applications.

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

3. Test results by an independent laboratory certifying that the threaded anchor rod system meets the ultimate anchor tensile load capacity specified in Section 6-02.2 as supplemented in these Special Provisions. The tests shall be performed in accordance with ASTM E 488.

The embedment depth of the anchors shall be as specified in the Plans. If the embedment depth of the anchor is not specified in the Plans then the embedment depth shall be as specified in the table of minimum and maximum torque below.

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

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

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

Threaded anchors shall not be installed in submerged liquid environments unless specifically recommended by the resin manufacturer. The Contractor shall submit tests performed by an independent laboratory which certifies that anchors installed in a submerged environment meet the strength requirements specified in Section 6-02.2 as supplemented in these Special Provisions.

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

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

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

6-02.3(24)C Reinforcement

Placing and Fastening
Section 6-02.3(24)C is supplemented with the following:

(June 26, 2000)

**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.

6-02.4 Measurement
Section 6-02.4 is supplemented with the following:

(June 26, 2000)

Superstructure – Bridge No. 421 contains the following approximate quantities of materials and work:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>St. Reinf. Bar</td>
<td>2933 LB</td>
</tr>
<tr>
<td>Prestressed Precast W41DG Girders</td>
<td>524 LF</td>
</tr>
</tbody>
</table>
Erection of Prestressed Precast Girders 6 Each
Concrete Class 4000 - Intermediate Diaphragms 3.5 CY
Concrete Class 4000 – End Diaphragms 25 CY
Utility Hanger Inserts 20 Each
Diaphragm Anchor Inserts and Bolts 8 Each
Oak Block Girder Supports 12 Each
Bridge Railing Attachment Hardware 28 Each

The quantities are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes will be made in the lump sum contract price for “Superstructure – Bridge No. 421” even though the actual quantities required may deviate from those listed.

6-02.5 Payment

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

(******)

All costs in connection with fabricating, handling, shipping, and complete installation as shown in the contract plans and all pertinent and relevant criteria and text in the WSDOT Standard Specifications 2008, shall be included in the lump sum contract price for “Superstructure – Bridge No. 421”.

6-05 PILING

6-05.5 Payment

Section 6-05.5 is supplemented with the following:

(******)

Payment for the Bid Item “Furnishing C.I.P. Concrete Piling” per linear foot, shall also include all costs to supply steel pipe piling, steel reinforcement (Bar mark #’s 105, 106, 107, 108, and 109), and Class 4000P concrete in the steel pipe piling as detailed in the plans, and no further payment shall be made.

DIVISION 7
DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER MAINS, AND CONDUITS

7-02 CULVERTS

7-02.2 Materials

Section 7-02.2 is supplemented with the following:

(******)

Solid Wall PVC Culvert Pipe, Profile Wall PVC Culvert Pipe, and Corrugated Polyethylene Culvert Pipe shall not be allowed for use on driveway approaches or road crossings.

7-02.3 Construction Requirements

Section 7-02.3 is supplemented with the following:
All pipes, which extend into the slope shall have beveled ends to match the ground slope. On field cuts, the cut surface of steel pipes shall be painted with two coats of paint. Steel pipe to be painted shall be cleaned with solvent to remove contaminants. After cleaning, the pipe shall be painted with two coats of paint conforming to Federal Specifications TT-P-645 (Primer, Paint, Zinc Chromate, Alkyd Vehicle).

The cost of cutting, cleaning, and painting the steel pipe surfaces as specified shall be included in the unit contract per linear foot for steel pipe.

Payment
Section 7-02.5 is supplemented with the following:

 Crushed surfacing top course used for pipe bedding shall be included in the Bid Item "Crushed Surfacing Top Course" per Ton and no further payment shall be made.

All pipe fittings including elbows, tees, gaskets, bands, etc., are considered incidental to individual pipe Bid Items involved, and no further payment shall be made.

Payment for the Bid Item "Schedule 'A' Culvert Pipe, ___ In. Diam." per Lineal Foot, shall include all costs associated with labor, materials, equipment, etc. necessary to complete the item as specified and no further payment shall be made.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

Construction Requirements

8-0.3(1) General
(April 3, 2006)
Erodible Soil Eastern Washington
The eighth paragraph of Section 8-01.3(1) is revised to read:

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

<table>
<thead>
<tr>
<th>Month Range</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 through September 30</td>
<td>30</td>
</tr>
<tr>
<td>October 1 through June 30</td>
<td>15</td>
</tr>
</tbody>
</table>

DIVISION 9
MATERIALS
9-28 SIGNING MATERIALS AND FABRICATION
The second paragraph of Section 9-28.8 is supplemented with the following:

(*-----)
Sheet thickness over 36 inches shall be 0.125.

APPENDICES
(July 12, 1999)

The following appendices are attached and made a part of this contract:

APPENDIX A:
Hydraulic Project Approval (HPA)

APPENDIX B:
Log of Test Borings and Test Results

APPENDIX C:
Drawings of existing bridge

STANDARD PLANS
August 7, 2006

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 06-035, effective August 7, 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".

A-1
The TIE BAR length of 32" is revised to 30".

In the PCCP TO ACP LONGITUDINAL JOINT, SECTION VIEW: the reference to Std. Spec. 5-04.3(11) is revised to Std. Spec. 5-04.3(12)B.

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.

D-1a Sheet 2 & D-1b Sheet 2
Reinforcing Steel Bar marked "R1" (see lower left corner): the dimension 1' - 2 1/2" is revised to 1' - 0 1/2".

F-3b
In SECTION "C": the dimension labeled VARIES ~ 3' - 0" TO "A" ~ TYPE 2A is revised to VARIES ~ 3' - 0" TO "E" ~ TYPE 2A; VARIES ~ 2' - 6" TO "C" ~ TYPE 2B is revised to VARIES ~ 2' - 6" TO "G" ~ TYPE 2B; and, VARIES ~ 6' - 0" TO "B" is revised to VARIES ~ 6' - 0" TO "F".

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".

I-10
In NOTE 1: the reference to Standard Specification 8-01.3(5)A is revised to Standard Specification 8-01.3(6)A.

K-1 through K-27
These plans are for local agency use only.

M-17.10-00
NOTE 2 is omitted. (See Standard Plan G-1 for sign mounting height)

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

```
A-1..................5/13/02  A-3.................5/30/02  A-6.............2/24/03
A-2..................5/09/02  A-5.................2/24/03  A-7.............10/04/05
B-5.20-00...........6/01/06  B-30.50-00.......6/01/06  B-75.20-00......6/01/06
B-5.40-00...........6/01/06  B-30.70-00.......6/01/06  B-75.50-00......6/08/06
B-5.60-00...........6/01/06  B-30.80-00.......6/08/06  B-75.60-00......6/08/06
B-10.20-00..........6/01/06  B-30.90-00.......6/08/06  B-80.20-00......6/08/06
B-10.40-00..........6/01/06  B-35.20-00.......6/08/06  B-80.40-00......6/01/06
B-10.60-00..........6/08/06  B-35.40-00.......6/08/06  B-82.20-00......6/01/06
B-15.20-00..........6/01/06  B-40.20-00.......6/01/06  B-85.10-00......6/01/06
B-15.40-00..........6/01/06  B-40.40-00.......6/01/06  B-85.20-00......6/01/06
B-15.60-00..........6/01/06  B-45.20-00.......6/01/06  B-85.30-00......6/01/06
B-20.20-00..........6/01/06  B-45.40-00.......6/01/06  B-85.40-00......6/08/06
B-20.40-00..........6/01/06  B-50.20-00.......6/01/06  B-85.50-00......6/08/06
```
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<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>B-20.60-00</td>
<td>6/01/06</td>
<td>B-55.20-00</td>
<td>6/01/06</td>
<td>B-90.10-00</td>
</tr>
<tr>
<td>2</td>
<td>B-25.20-00</td>
<td>6/08/06</td>
<td>B-60.20-00</td>
<td>6/08/06</td>
<td>B-90.20-00</td>
</tr>
<tr>
<td>3</td>
<td>B-25.60-00</td>
<td>6/01/06</td>
<td>B-60.40-00</td>
<td>6/01/06</td>
<td>B-90.30-00</td>
</tr>
<tr>
<td>4</td>
<td>B-30.10-00</td>
<td>6/08/06</td>
<td>B-65.20-00</td>
<td>6/01/06</td>
<td>B-90.40-00</td>
</tr>
<tr>
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FHWA-1273

CONTRACT

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under law, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions' prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions' of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1830 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 referral advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

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

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

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

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all 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.

a. 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, the contractor is obligated 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 assure 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 such investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

c. The contractor is to obtain information as to the referral
practises 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 qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

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

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

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

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

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of 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 meaning-

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, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility overrides (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 consumption 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 roadsways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (23 CFR 3) issued by the Secretary of Labor under the Cepeland Act (40 U.S.C. 276c)) the full amounts of wages and all other 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 conforming to paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1498) 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 agrees on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash 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 labor or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

a. Apprentices:

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

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

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

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

b. Trainees:

(1) Except as provided in 29 CFR 5.18, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

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

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

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sum 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 $2,000.00 and to all related subcontractors, except for projects located on roadsides classified as local roads or rural collectors, which are exempt.)

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

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

2. Payrolls and Payroll Records:

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

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof) the types described in Section 1b(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 1b(2)(B) of the Davis-Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 023-005-0014-1, U.S. Government Printing Office, Washington, D.C. 20402). The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231. 

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 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 crossing, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 835) 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 and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

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

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 835).

   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, who 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 835). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding concerning the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 835) 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 quality or quality of the work performed or to be

Page 7
performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposition," 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 it 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 and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither its 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
proposition.

* * * * *

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 submit-
ting 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 employ-
ee 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 attempt-
ing 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 I-08.1(A) and applicable RCWs a new paragraph 8d is added as follows:

The contractor or subcontractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract and/or agreement no later than ten (10) days from the receipt of each payment the prime contractor receives from WSDOT or its 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
APPENDIX A

HYDRAULIC PROJECT APPROVAL (HPA)

(FROM THE YAKAMA NATION WATER CODE ADMINISTRATION AND THE WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE)
YAKAMA NATION
WATER CODE ADMINISTRATION
MAINTENANCE HYDRAULIC PROJECT APPROVAL
#2004-51

Details of Application
Date of Application: July 14, 2004
Applicant Name: Yakima County Public Works
Contact: Mark Cleaver
Address: 128 North Second Street
Yakima, WA 98901
Work: 509-574-2314   Cell: None

Note: This Maintenance Hydraulic Project Approval permit pertains only to the provisions of the Yakama Nation Hydraulic Code and Water Code. It is the permittee’s responsibility to apply for and obtain any additional permits from other permitting agencies, State and Federal that may be necessary for this project.

Replace existing three span timber bridge with a new single span concrete bridge located on Marion Drain Road, 0.60 mile west of Island Road, over Toppenish Creek in Section 17, Township 10 North, Range 17 East W.M. Abandonment of existing timber bridge will be done in a manner that prevents deleterious materials from entering the stream by using a type of system to catch materials. Existing timber pier piles will be cut two feet below stream bottom.

IMPACTS

1) **Soils**: Excavation for abutments and drainage ponds within existing road right-of-way.

2) **Water**: There will be minor disturbance of streambed during pier piling removal.

3) **Vegetation**: Minor amounts will be removed for abutment excavation.

4) **Air**: There will be no impacts anticipated.

5) **Fisheries & Wildlife**: There will be no impacts anticipated.

6) **Cultural Preservation**: No known cultural resources within project limits.

MITIGATION

Soils erosion will be contained with silt fences and later covered with improvements or seeded. There will be minor disturbance of the water and no mitigation planned. Disturbed vegetation
areas will be replaced with new structure or roadway. Inspectors will monitor excavations for cultural artifacts.

Abandonment of existing bridge will be done in a manner that prevents deleterious materials from entering the stream. Some type of catchment system will be required in contract.

PROVISIONS

1. TIMING LIMITATIONS: The project may begin immediately and shall be completed by December 31, 2005. Work may occur if the stream is dry. If water is present, the following work windows shall be strictly adhered to:

<table>
<thead>
<tr>
<th>Stream and All Tributaries</th>
<th>Work Window</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yakima River</td>
<td>July 15 – September 15</td>
</tr>
<tr>
<td>-South Fork Ahtanum Creek</td>
<td>July 15 – August 31</td>
</tr>
<tr>
<td>-Ahtanum Creek (Mainstem)</td>
<td>July 15 – October 15</td>
</tr>
<tr>
<td>-Topenish Creek, Simcoe Creek, Agency Creek, and all tributaries</td>
<td>July 1 – October 15</td>
</tr>
<tr>
<td>-Satus Creek</td>
<td>July 1 – October 15</td>
</tr>
<tr>
<td>-Wanity Slough</td>
<td>July 1 – October 15</td>
</tr>
<tr>
<td>Klickitat River</td>
<td>Not Authorized Under This HPA</td>
</tr>
</tbody>
</table>

2. NOTIFICATION REQUIREMENT: The permittee or contractor shall notify the Water Code Administration of the project start date. Notification shall be received by the WCA at least three working days prior to the start of construction activities. The notification shall include the permittee’s name, project location, starting date for work, and the permit number for this Maintenance Hydraulic Project Approval.

3. Debris may be removed from and/or repositioned within/on Exterior Boundaries of the Yakama Reservation, Yakima County, State, BIA and bordering Irrigation Districts owned or maintained culverts and bridges, including their piers, braces, wingwalls and abutments.

4. Only large, non-embedded woody debris may be repositioned within a watercourse. Large woody debris shall not be removed but repositioned as long as it will not cause damage to existing capital structures. Large woody material shall be suspended during its repositioning or removal so no portion of the large woody material or limbs can damage the streambed or banks. It may be necessary to cut the large woody material in place to a size that allows suspension during removal.

5. Small woody debris (limbs and bark less than four inches in diameter) and non-embedded inorganic debris shall be removed so they will not re-enter the watercourse.

6. Debris removal or repositioning shall be accomplished in a manner that minimizes the release of bed material, fine sediment, logs, or debris.
7. Large woody material embedded in the bank or streambed shall be left undisturbed and intact. Embedded is defined as material that is buried by consolidated sediments (i.e. stream bank) or active bed sediments, including sediments deposited within the past year. Removal of embedded woody material shall require a separate Hydraulic application.

8. Removal or repositioning of bedload material (e.g. gravels) is not authorized by this Maintenance HPA.

9. Under no circumstances shall a blockage to stream flow or fish passage be created.

10. If at any time, as a result of project activities, fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), operations shall cease and the Yakama Nation Water Code Administration shall be contacted immediately at 509-865-5121 Ext. 6122/6123/6124. Work shall not resume until further approval is given by the WCA.

11. If high flow conditions that may cause siltation are encountered during this project, work shall stop until the flow subsides.

12. Large woody material removal or repositioning shall be conducted with equipment stationed on the bank, bridge, or roadway. Equipment used for this project may operate below the ordinary high water line (OHWL), provided the drive mechanisms (wheels, tracks, tires, etc.) shall not enter or operate below the OHWL.

13. Equipment used for this project shall be free of external petroleum-based products while working around the stream. The equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.

14. The use of explosives is not authorized.

15. No petroleum products, hydraulic fluid, chemicals, or any other toxic or deleterious materials shall enter or leach into the stream.

16. All waste material such as construction debris, silt, excess dirt or overburden resulting from this project shall be deposited above the limits of floodwater in an approved upland disposal site.

17. Within seven calendar days of each project completion, all disturbed soils shall be seeded with a native seed mix and protected from erosion with the placement of an erosion control blanket or a heavy mulch (a minimum of two inches in depth).

18. Alteration or disturbance of the bank and bank vegetation shall be limited to that necessary to remove and/or reposition debris. Within one year of project completion, altered or disturbed stream banks shall be revegetated with native woody species. Plants shall be planted at a maximum interval of three feet (on center) and maintained as necessary for three years to ensure 80 percent survival.
19. This Maintenance Hydraulic Project Approval (MHPA) is for work involving the stream only. This Maintenance HPA does not authorized trespass onto property not owned by the permittee. It is the permittee’s responsibility to obtain permission to enter property owned by others.

Failure to comply with the terms, conditions, and scope of this permit or the provisions of the YN Hydraulic Code may result in the cancellation of this permit and/or civil penalties as listed in the YN Law and Order Code Title 60, Chapter 61 Hydraulic Code. This maintenance hydraulic project approval permit is to be available on the job site at all times and its provisions followed by the permittee and operator performing the work.

RATIONALE FOR THE DECISION

In arriving at this decision, I reviewed the environmental consequences of the proposed maintenance hydraulic project. In my judgment, at this time, the maintenance hydraulic project proposed under this permit represents an environmentally sound activity.

Please read carefully, sign, date and return this agreement. Your signature indicates that you understand and agree to the conditions set forth in this agreement. Project activities may commence when exact date is given and you sign, date and return this permit agreement.

Interim Water Code Director

Layla Mills

Date 3-14-06

I have read the foregoing permit and agree to comply with all conditions and measures set forth, in exchange for the Yakama Nation’s permission to proceed with maintenance hydraulic modifications.

Alan Colorado

Date 3/14/07

Permit Applicant
HYDRAULIC PROJECT APPROVAL

Issue Date: July 29, 2005
Expiration Date: October 31, 2007
Control Number: 102422-1
FPA/Public Notice #:

PERMITTEE
Yakima County Public Works
ATTENTION: Mark Brzoska
128 N. 2nd Street
Yakima WA, 98901
509-574-2312( )
Fax: 509-574-2301

AUTHORIZED AGENT OR CONTRACTOR

Project Name: Toppenish Creek Bridge
Project Description: Removal of treated wood bridge and replacement with single span concrete bridge across Toppenish Creek.

PROVISIONS

1. TIMING LIMITATIONS: The project may begin immediately and shall be completed by October 31, 2007.

2. Work below the ordinary high water line shall only occur between July 15 and October 31 of calendar years 2005, 2006 and 2007.

3. NOTIFICATION REQUIREMENT: The Area Habitat Biologist (AHB) listed below shall receive notification (phone, fax or email) from the person to whom this Hydraulic Project Approval (HPA) is issued (permittee) or the agent/contractor no less than three working days prior to the start of construction activities. The notification shall include the permittee's name, project location, starting date for work, and the control number for this HPA.

4. Excavation for and placement of the foundation and superstructure shall be outside the ordinary high water line.

5. Excavation for the footings shall be completely separated from the stream by placing the footings landward of the top of the bank.

6. The bridge structure shall be placed in a manner to minimize damage to the streambed and banks.

7. The bridge shall be constructed to pass the 100-year peak flow with consideration of debris likely to be encountered.

8. Abutments, piers, piling, sills, approach fills, etc., shall not constrict the flow and cause any appreciable increase (not to exceed 0.2 feet) in backwater elevation (calculated at the 100-year flood) or channel-wide scour, and shall be aligned to cause the least effect on the hydraulics of the stream.

9. Riprap materials used for structure protection shall be clean, angular rock, which shall be installed to withstand the 100-year peak flow.
10. Structures containing concrete shall be sufficiently cured prior to contact with water to avoid leaching. Fresh concrete shall not be allowed to come into contact with state waters.

11. Where aggregate or earth type material is used for paving or accumulates on the bridge, curbs, or wheel guards shall be installed and maintained to prevent the loss of this material into the stream.

12. Approach material shall be structurally stable and shall be composed of material that if eroded into the water shall not be detrimental to fish life.

13. The bridge stringers shall be placed in a manner to minimize damage to the streambed or banks.

14. Removal of the existing structure shall be accomplished so the structure and associated material does not enter the stream. Material shall be disposed of so it will not re-enter the stream. Tarps reinforced with chain link fencing, or other adequate catchment systems, shall be utilized to prevent debris from falling into the stream during demolition.

15. The bridge deck shall be cleaned of aggregate or earth materials prior to bridge removal. A catchment system for debris shall be in place during the entire decking removal operation. This material shall be disposed of so it will not enter the stream.

16. As much of the bridge as possible shall be dismantled and mechanically removed. Bridge parts that cannot be mechanically removed may be broken into large sections and dropped into the stream. These sections shall be as large as can safely be handled and shall be removed immediately after they have been dropped.

17. Existing bridge pilings shall be removed by cutting below the bed of the stream (approx. 1-2 feet) and mechanically lifted from the stream bed. These pilings shall not be pulled whole from the streambed with mechanical equipment.

18. Removal shall be accomplished by mechanical means. This Hydraulic Project Approval does not authorize blasting.

---

**PROJECT LOCATIONS**

<table>
<thead>
<tr>
<th>Location #1 Toppenish Creek</th>
<th>Work Start: 08-01-2005</th>
<th>Work End: 10-31-2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>WRIA 37.1178</td>
<td>WATERBODY Toppenish Creek</td>
<td>TRIBUTARY TO Yakima River</td>
</tr>
<tr>
<td>1/4 SEC. SW 1/4</td>
<td>Section 17</td>
<td>Township: 10 N</td>
</tr>
<tr>
<td></td>
<td>Range: 18 E</td>
<td>Latitude: N</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Longitude W</td>
</tr>
</tbody>
</table>

DRIVING DIRECTIONS: Hwy 97 south to Toppenish. Fort Road west, to Island Road, south approx 2 miles to Yost Rd, west on Yost approx 1/2 mile to crossing on Toppenish Creek.
NOTES

APPLY TO ALL HYDRAULIC PROJECT APPROVALS
This Hydraulic Project Approval pertains only to the provisions of the Washington State Fisheries and Wildlife Code, specifically RCW 77.55 (formerly RCW 75.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass. It is the responsibility of the permit holder to secure any landowner permissions or use authorizations as needed for the project.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued pursuant to RCW 77.55.100 or 77.55.200 are subject to additional restrictions, conditions or revocation if the Department of Fish and Wildlife determines that new biological or physical information indicates the need for such action. The person(s) to whom this Hydraulic Project Approval is issued has the right pursuant to Chapter 34.04 RCW to appeal such decisions. All Hydraulic Project Approvals issued pursuant to RCW 77.55.110 may be modified by the Department of Fish and Wildlife due to changed conditions after consultation with the person(s) to whom this Hydraulic Project Approval is issued: PROVIDED HOWEVER, that such modifications shall be subject to appeal to the Hydraulic Appeals Board established in RCW 77.55.170.

CHAPTER 77.55 RCW RE-CODIFIED:
Chapter 77.55 RCW was re-organized and re-codified by the 2005 Legislature in Second Substitute House Bill 1346, signed into law by Governor Gregoire as Chapter 146, Laws of 2005. Chapter 146, Laws of 2005 became effective July 24, 2005. The Code Reviser’s Office is in the process of completing the re-codification and conversion of the bill into RCW. The RCW referenced at the top of this HPA has been superseded by Chapter 146, Laws of 2005. Until the re-codification process has been completed, the following reflects the section(s) of Chapter 146, Laws of 2005 under which sections of former Chapter 77.55 RCW can now be found:

FORMER CHAPTER 146
HYDRAULIC PROJECT APPROVAL

Issue Date: July 29, 2005
Expiration Date: October 31, 2007
Control Number: 102422-1
FPA/Public Notice #: 

<table>
<thead>
<tr>
<th>TITLE 77.55 RCW</th>
<th>LAWS of 2005</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCW 77.55.010</td>
<td>Sec. 406</td>
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<tr>
<td>RCW 77.55.100</td>
<td>Sec. 101, 201, 301, 507, 508, 601, 605</td>
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<tr>
<td>RCW 77.55.110</td>
<td>Sec. 101, 201</td>
</tr>
<tr>
<td>RCW 77.55.150</td>
<td>Sec. 101, 303, 401</td>
</tr>
<tr>
<td>RCW 77.55.200</td>
<td>Sec. 501</td>
</tr>
<tr>
<td>RCW 77.55.210</td>
<td>Sec. 504</td>
</tr>
<tr>
<td>RCW 77.55.220</td>
<td>Sec. 101, 502</td>
</tr>
<tr>
<td>RCW 77.55.270</td>
<td>Sec. 101, 402</td>
</tr>
<tr>
<td>RCW 77.55.280</td>
<td>Sec. 403</td>
</tr>
<tr>
<td>RCW 77.55.290</td>
<td>Sec. 505</td>
</tr>
</tbody>
</table>

APPEALS INFORMATION

IF YOU WISH TO APPEAL THE ISSUANCE OR DENIAL OF, OR CONDITIONS PROVIDED IN A HYDRAULIC PROJECT APPROVAL, THERE ARE INFORMAL AND FORMAL APPEAL PROCESSES AVAILABLE.

A. INFORMAL APPEALS (WAC 220-110-340) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100, 77.55.110, 77.55.140, 77.55.190, 77.55.200, and 77.55.290: A person who is aggrieved or adversely affected by the following Department actions may request an informal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval; or

(B) An order imposing civil penalties. A request for an INFORMAL REVIEW shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091 and shall be RECEIVED by the Department within 30-days of the denial or issuance of a Hydraulic Project Approval or receipt of an order imposing civil penalties. If agreed to by the aggrieved party, and the aggrieved party is the Hydraulic Project Approval applicant, resolution of the concerns will be facilitated through discussions with the Area Habitat Biologist and his/her supervisor. If resolution is not reached, or the aggrieved party is not the Hydraulic Project Approval applicant, the Habitat Environmental Services Division Manager or his/her designee shall conduct a review and recommend a decision to the Director or his/her designee. If you are not satisfied with the results of this informal appeal, a formal appeal may be filed.

B. FORMAL APPEALS (WAC 220-110-350) OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.100 OR 77.55.140: A person who is aggrieved or adversely affected by the following Department actions may request a formal review of:

(A) The denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval;

(B) An order imposing civil penalties; or

(C) Any other 'agency action' for which an adjudicative proceeding is required under the Administrative Procedure Act, Chapter 34.05 RCW.

A request for a FORMAL APPEAL shall be in WRITING to the Department of Fish and Wildlife HPA Appeals Coordinator, shall be plainly labeled as 'REQUEST FOR FORMAL APPEAL' and shall be
8' x 20'
or
10' x 20'
Prefabricated Chain Link Fences (Mats)

Loops to hook Excavator Bucket

10' Sections of
- Heavy Pipe
- H-Beam
- I-Beam

Secured to Chain Link Fence Mats using Small Cable

3/4" Dia. Scrap Cable
RECEIVED DURING OFFICE HOURS by the Department at 600 Capitol Way North, Olympia, Washington 98501-1091, within 30-days of the Department action that is being challenged. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, the deadline for requesting a formal appeal shall be within 30-days of the date of the Department’s written decision in response to the informal appeal.

C. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO RCW 77.55.110, 77.55.200, 77.55.230, or 77.55.290: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The request for FORMAL APPEAL shall be in WRITING to the Hydraulic Appeals Board per WAC 259-04 at Environmental Hearings Office, 4224 Sixth Avenue SE, Building Two - Rowe Six, Lacey, Washington 98504; telephone 360/459-6327.

D. FORMAL APPEALS OF DEPARTMENT ACTIONS TAKEN PURSUANT TO CHAPTER 43.21L RCW: A person who is aggrieved or adversely affected by the denial or issuance of a Hydraulic Project Approval, or the conditions or provisions made part of a Hydraulic Project Approval may request a formal appeal. The FORMAL APPEAL shall be in accordance with the provisions of Chapter 43.21L RCW and Chapter 199-08 WAC. The request for FORMAL APPEAL shall be in WRITING to the Environmental and Land Use Hearings Board at Environmental Hearings Office, Environmental and Land Use Hearings Board, 4224 Sixth Avenue SE, Building Two - Rowe Six, P.O. Box 40903, Lacey, Washington 98504; telephone 360/459-6327.

E. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS RESULTS IN FORFEITURE OF ALL APPEAL RIGHTS. IF THERE IS NO TIMELY REQUEST FOR AN APPEAL, THE DEPARTMENT ACTION SHALL BE FINAL AND UNAPPEALABLE.

ENFORCEMENT OFFICER: Sergeant Grant (22) P2

<table>
<thead>
<tr>
<th>Kenneth Bevis</th>
<th>509-457-9309</th>
</tr>
</thead>
<tbody>
<tr>
<td>Habitat Biologist</td>
<td></td>
</tr>
</tbody>
</table>

for Director
WDFW

CC:
APPENDIX B

LOG OF TEST BORINGS AND TEST RESULTS
Shannon & Wilson, Inc. (S&W), uses a soil classification system modified from the Unified Soil Classification System (USCS). Elements of the USCS and other definitions are provided on this and the following page. Soil descriptions are based on visual-manual procedures (ASTM D 2488-93) unless otherwise noted.

**S&W CLASSIFICATION OF SOIL CONSTITUENTS**

- **MAJOR constituents** compose more than 40 percent, by weight, of the soil. Major constituents are capitalized (i.e., SAND).
- Minor constituents compose 12 to 50 percent of the soil and precede the major constituents (i.e., silty SAND). Minor constituents preceded by "slightly" compose 5 to 12 percent of the soil (i.e., slightly silty SAND).
- Trace constituents compose 0 to 5 percent of the soil (i.e., slightly silty SAND, trace of gravel).

**MOISTURE CONTENT DEFINITIONS**

- **Dry** Absence of moisture, dusty, dry to the touch
- **Moist** Damp but no visible water
- **Wet** Visible free water, from below water table

**GRAIN SIZE DEFINITION**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>SIEVE NUMBER AND/OR SIZE</th>
</tr>
</thead>
<tbody>
<tr>
<td>FINES</td>
<td>&lt; #200 (0.8 mm)</td>
</tr>
<tr>
<td>SAND*</td>
<td>#200 to #40 (0.8 to 0.4 mm)</td>
</tr>
<tr>
<td>- Fine</td>
<td>#40 to #10 (0.4 to 2 mm)</td>
</tr>
<tr>
<td>- Medium</td>
<td>#10 to #4 (2 to 5 mm)</td>
</tr>
<tr>
<td>- Coarse</td>
<td></td>
</tr>
<tr>
<td>GRAVEL*</td>
<td>#4 to 3/4 inch (5 to 19 mm)</td>
</tr>
<tr>
<td>- Fine</td>
<td>3/4 to 3 inches (19 to 76 mm)</td>
</tr>
<tr>
<td>- Coarse</td>
<td></td>
</tr>
<tr>
<td>COBBLES</td>
<td>3 to 12 inches (76 to 305 mm)</td>
</tr>
<tr>
<td>BOULDERS</td>
<td>&gt; 12 inches (305 mm)</td>
</tr>
</tbody>
</table>

*Unless otherwise noted, sands and gravels, when present, range from fine to coarse in grain size.

**RELATIVE DENSITY / CONSISTENCY**

<table>
<thead>
<tr>
<th>COARSE-GRAINED SOILS</th>
<th>FINE-GRAINED SOILS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>N, SPT, BLOWS/FT.</strong></td>
<td><strong>RELATIVE DENSITY</strong></td>
</tr>
<tr>
<td>0 - 4</td>
<td>Very loose</td>
</tr>
<tr>
<td>4 - 10</td>
<td>Loose</td>
</tr>
<tr>
<td>10 - 30</td>
<td>Medium dense</td>
</tr>
<tr>
<td>30 - 50</td>
<td>Dense</td>
</tr>
<tr>
<td>Over 50</td>
<td>Very dense</td>
</tr>
</tbody>
</table>

**ABBREVIATIONS**

- **ATD** At Time of Drilling
- **Elev.** Elevation
- **ft** feet
- **FeO** Iron Oxide
- **HSA** Hollow Stem Auger
- **ID** Inside Diameter
- **in** inches
- **lbs** pounds
- **Mon.** Monument cover
- **N** Blows for last two 6-inch increments
- **NA** Not applicable or not available
- **NP** Non plastic
- **OD** Outside diameter
- **OVA** Organic vapor analyzer
- **PID** Photo-ionization detector
- **ppm** parts per million
- **PVC** Polyvinyl Chloride
- **SS** Split spoon sampler
- **SPT** Standard penetration test
- **USC** Unified soil classification
- **WLI** Water level indicator

**WELL AND OTHER SYMBOLS**

- Bent. Cement Grout
- Bentonite Grout
- Bentonite Chips
- Silica Sand
- PVC Screen
- Vibrating Wire
- Surface Cement Seal
- Asphalt or Cap
- Slough
- Bedrock

Marion Drain Road Bridge
Toppenish Creek
Yakima County, Washington

**SOIL CLASSIFICATION AND LOG KEY**

January 2003

21-1-09495-001

Shannon & Wilson, Inc.
Geotechnical and Environmental Consultants

FIG. 3
Sheet 1 of 2
### Unified Soil Classification System (USCS)

(From ASTM D 2487-98 & 2488-93)

<table>
<thead>
<tr>
<th>Major Divisions</th>
<th>Group/Graphic Symbol</th>
<th>Typical Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coarse-Grained Soils</td>
<td>GW</td>
<td>Well-graded gravels, gravel, gravel/sand mixtures, little or no fines</td>
</tr>
<tr>
<td>Gravels (more than 50% retained on No. 4 sieve)</td>
<td>GP</td>
<td>Poorly graded gravels, gravel-sand mixtures, little or no fines</td>
</tr>
<tr>
<td>GM</td>
<td>Silty gravels, gravel-sand-silt mixtures</td>
<td></td>
</tr>
<tr>
<td>GC</td>
<td>Clayey gravels, gravel-sand-clay mixtures</td>
<td></td>
</tr>
<tr>
<td>Sands (50% or more of coarse fraction passes the No. 4 sieve)</td>
<td>SW</td>
<td>Well-graded sands, gravely sands, little or no fines</td>
</tr>
<tr>
<td>SP</td>
<td>Poorly graded sand, gravely sands, little or no fines</td>
<td></td>
</tr>
<tr>
<td>SM</td>
<td>Silty sands, sand-silt mixtures</td>
<td></td>
</tr>
<tr>
<td>SC</td>
<td>Clayey sands, sand-clay mixtures</td>
<td></td>
</tr>
<tr>
<td>Fine-Grained Soils</td>
<td>ML</td>
<td>Inorganic silts of low to medium plasticity, rock flour, sandy silts, gravelly silts, or clayey silts with slight plasticity</td>
</tr>
<tr>
<td>Silts and Clays (liquid limit less than 50)</td>
<td>CL</td>
<td>Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, 'lean clays'</td>
</tr>
<tr>
<td>Organic</td>
<td>OL</td>
<td>Organic clays and organic silty clays of low plasticity</td>
</tr>
<tr>
<td>MH</td>
<td>Inorganic silts, micaeous or diatomaceous fine sands or silty clays, elastic silt</td>
<td></td>
</tr>
<tr>
<td>CH</td>
<td>Inorganic clays or medium to high plasticity, sandy fine clay, or gravelly fine clay</td>
<td></td>
</tr>
<tr>
<td>OH</td>
<td>Organic clays of medium to high plasticity, organic silts</td>
<td></td>
</tr>
<tr>
<td>Highly Organic Soils</td>
<td>PT</td>
<td>Peat, humus, swamp soils with high organic content (see ASTM D 4427)</td>
</tr>
</tbody>
</table>

#### Notes

1. Dual symbols (symbols separated by a hyphen, i.e., SP-SM, slightly silty fine SAND) are used for soils with between 5% and 12% fines or when the liquid limit and plasticity index values plot in the CL-ML area of the plasticity chart.

2. Borderline symbols (symbols separated by a slash, i.e., CL/ML, silty CLAY/clayey SILT; GW/SW, sandy GRAVEL/gravelly SAND) indicate that the soil may fall into one of two possible basic groups.
### Soil Description

<table>
<thead>
<tr>
<th>Depth, Ft</th>
<th>Symbol</th>
<th>Samples</th>
<th>Ground Water Depth, Ft</th>
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<td>8.0</td>
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<td><img src="image" alt="Samples" /></td>
<td><img src="image" alt="Ground Water Depth" /></td>
</tr>
</tbody>
</table>

**Bottom of Boring Completed 9/13/2001**

---

### Legend
- Sample Not Recovered
- Ground Water Level ATD
- Standard Penetration Test

### Notes
1. The boring was performed using drilling methods.
2. The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
3. The discussion and text of this report is necessary for a proper understanding of the nature of the subsurface materials.
4. Groundwater level, if indicated above, is for the date specified and may vary.
5. Refer to KEY for explanation of symbols, codes and definitions.
6. USCS designation is based on visual-manual classification and selected lab testing.

---

**Log of Boring B-1**

*January 2003 21-1-09495-001*

**Shannon & Wilson, Inc.**
Geotechnical and Environmental Consultants

**Fig. 4**

Marion Drain Road Bridge
Toppenish Creek
Yakima County, Washington
GENERALIZED SUBSURFACE CONDITIONS (Based on Boring B-2)

Depth (feet)

- Loose, fine sandy SILT; (ML)

- Medium dense, silty, fine to medium SAND; (SM)

- Very loose, fine sandy, clayey SILT to silty, fine SAND; (ML/SM)

- Very dense, silty, sandy GRAVEL; (GM)

ESTIMATED AXIAL PILE CAPACITY (tons)

NOTES

1. Allowable compressive capacity is a summation of allowable skin friction and allowable end bearing.

2. Allowable skin friction and end bearing were obtained by applying a factor of safety (FS) of 2.0 to the estimated ultimate values.

3. Calculations assume static loading conditions.

4. Calculations assume ground water at a depth of 14 feet below existing ground surface.
STANDARD

PLANS
NOTES

1. AS AN ACCEPTABLE ALTERNATE TO REBAR, WIRE MESH HAVING A MINIMUM AREA OF 0.12 SQUARCS INCHES PER FOOT MAY BE USED. WIRE MESH SHALL NOT BE PLACED IN KNOCKOUTS.

2. THE KNOCKOUT DIAMETER SHALL NOT BE GREATER THAN 20". KNOCKOUTS SHALL HAVE A WALL THICKNESS OF 2" MINIMUM TO 2.5" MAXIMUM. PROVIDE A 1.5" MINIMUM GAP BETWEEN THE KNOCKOUT WALL AND THE OUTSIDE OF THE PIPE. AFTER THE PIPE IS INSTALLED, FILL THE GAP WITH JOINT MORTAR IN ACCORDANCE WITH STANDARD SPECIFICATION 9-04.3.

3. THE MAXIMUM DEPTH FROM THE FINISHED GRADE TO THE PIPE INVERT SHALL BE 6".

4. FRAME AND GRATE MAY BE INSTALLED WITH FLANGE DOWN OR CAST INTO ADJUSTMENT SECTION.

5. THE PRECAST BASE SECTION MAY HAVE A ROUNDED FLOOR AND THE WALLS MAY BE SLOPED AT A RATE OF 1:24 OR STEEPER.

6. OPENING SHALL BE MEASURED AT THE TOP OF THE PRECAST BASE SECTION.

---

**PIPE ALLOWANCES**

<table>
<thead>
<tr>
<th>PIPE MATERIAL</th>
<th>MAXIMUM INSIDE DIAMETER</th>
</tr>
</thead>
<tbody>
<tr>
<td>REINFORCED OR PLAIN CONCRETE</td>
<td>12&quot;</td>
</tr>
<tr>
<td>ALL METAL PIPE</td>
<td>15&quot;</td>
</tr>
<tr>
<td>COPPER (STD. SPEC. 9-05.20)</td>
<td>12&quot;</td>
</tr>
<tr>
<td>SOLID WALL PVC (STD. SPEC. 9-05.12(1))</td>
<td>15&quot;</td>
</tr>
<tr>
<td>PROFILE WALL PVC (STD. SPEC. 9-05.12(2))</td>
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**CATCH BASIN TYPE 1**

**STANDARD PLAN B-1**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Harold J. Peterfoe 07-21-03

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
NOTES
1. See Contract for guardrail connection to bridge rail and concrete barrier.
2. The slope from the edge of the shoulder into the face of the guardrail should not be steeper than 10:1.
3. Attach to rail with 3/8" x 9" long bolt, nut and 1 1/2" washer on back of post.
4. For terminal type and details, see Contract and applicable Standard Plans.
5. Radius dimensions shall be etched into plate replacing the letters "MI", shown on the Identification Plate Detail. Digits shall be 1/8" MIN height and 3/16" MAX width. The plate shall be galvanized after etching.
6. The guardrail radius Identification Plate shall be mounted on the back side of the Rail Element using the lowest splice bolt at the P.C. of the guardrail radius.
7. First letter of case designates placement indicates end treatment on side roads. Second letter indicates end treatment on main road. For instance, a Type 5 anchor on the side road and a bridge connection on the main road would be Case 12 AC.
8. For the 8'-6" radius, five CRT posts are required including the CRT post at point B.
9. For CRT post details, see Standard Plan "Beam Guardrail Posts and Blocks".

GUARDRAIL PLACEMENT
WEAK POST INTERSECTION
DESIGN (8'-6" MAX RADIUS)
1. Type 10 posts shall be 6x7 timber or W6x9.
   Type 11 posts shall be 10x10 timber or W6x15.
   For details, see Standard Plan “Beam Guardrail Posts and Blocks.”

2. Type 10 guardrail post spacing shall be 6'-3" on center.
   Type 11 shall be a maximum of 3'-11½" on center.

THREE BEAM RAIL ELEMENT

THREE BEAM EXPANSION SECTION

TYPE 10

WOOD POST ASSEMBLY

TYPE 11

WOOD POST ASSEMBLY

STEEL POST ASSEMBLY

NOTE: This plan is not a final engineering document but an electronic display.
      For details, refer to the Washington State Department of Transportation.
NOTES
1. If the distance from the end of the bridge to the end of the thrie beam bridge rail section exceeds 6'-3" using 12'-6" thrie beam sections, add a 6'-3" section of thrie beam bridge rail to reduce the length to less than 6'-3".
2. When thrie beam is installed at the face of the bridge curb, install a Type 2 Asphalt Extruded Curb at face of Guardrail. See Standard Plan F-2b. Match the height of existing bridge curb with a 20:1 transition.
3. When thrie beam is installed at the face of rigid bridge rail, an ACP ramp is required from the roadway surface to the top of the bridge curb or sidewalk. The slope of the ramp shall be 20:1 or flatter.
NOTES

1. Unless otherwise indicated in the contract, the SRT - 350 (12.5, 8 Post) as manufactured by Trinity Industries, Inc. or a FLEAT 350 as manufactured by Road Systems Inc. shall be installed per manufacturer's recommendations. If specified in the Contract, the FLEAT TL2 as manufactured by Road Systems, Inc. shall be installed per manufacturer's recommendations.

2. Where terminal is placed on a curve, and post offsets would result in the rail encroaching onto the shoulder (e.g., the inside of a curve), the posts shall be installed so that the face of the rail is at the edge of the shoulder.

3. When snow load post washers and snow load rail washers are called for in the contract, the snow load rail washers must be omitted within the terminal limits.

4. Offset distances:
   - FLEAT 350 - 4'-6" (FLEAT TL2 - 1'-8" (MIN))
NOTES

1. An ET-PLUS (TL3) as manufactured by Trinity Industries, Inc. or an SKT-350 as manufactured by Road Systems Inc. shall be installed according to manufacturer's recommendations. When a TL2 terminal is specified in the contract an ET-PLUS (TL2) as manufactured by Trinity Industries, Inc. or an SKT-TL2 as manufactured by Road Systems, Inc. shall be installed according to manufacturer's recommendations.

2. A reflectorized object marker shall be installed according to manufacturer's recommendations.

3. When snow load post washers and snow load rail washers are required by the contract, the snow load rail washers must not be installed within the terminal limits.

4. Terminal shall be installed at a taper, ensuring that end piece is entirely off shoulder.

5. Length for ET-PLUS (TL3) and SKT-350 is 50'. Length for ET-PLUS (TL2) and SKT-TL2 is 25'.
PREVAILING WAGE
RATES
# 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.

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**YAKIMA COUNTY**

**Effective 08-31-06**

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| "YAKIMA COUNTY" "Effective 08-31-06"

(See Benefit Code Key)
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<td>$11.15</td>
<td>1</td>
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<td>Oiler</td>
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<td>Well Driller</td>
<td>$17.68</td>
<td>1</td>
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</tbody>
</table>
OVERTIME CODES

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

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

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

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

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

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

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

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

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

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

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

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

   L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

   M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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

   O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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

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

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

T. 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 6:00PM 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.

4A. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SATURDAYS, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

HOLIDAY CODES

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

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

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

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

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


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


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

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

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 FRIDAY AFTER THANKSGIVING DAY, AND CHRISTMAS DAY (8).

   B. PAID HOLIDAYS: NEW YEAR'S EVE DAY, NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, THE FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS EVE'S DAY, AND CHRISTMAS DAY (9).
   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).
   W. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY (10).
   X. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY (11).

NOTE CODES

8. A. THE STANDBY RATE OF PAY FOR DIVERS SHALL BE ONE-HALF TIMES THE DIVERS RATE OF PAY. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:
   OVER 50' TO 100' - $1.00 PER FOOT FOR EACH FOOT OVER 50 FEET
   OVER 100' TO 175' - $2.25 PER FOOT FOR EACH FOOT OVER 100 FEET
OVER 175' TO 250' - $5.50 PER FOOT FOR EACH FOOT OVER 175 FEET
OVER 250' - DIVERS MAY NAME THEIR OWN PRICE, PROVIDED IT IS NO LESS THAN THE SCALE LISTED FOR 250 FEET

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.
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.

Supplemental To Wage Rates
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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.

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
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<tbody>
<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-30.10, B-30.70, B-30.80, and E-5.</td>
<td></td>
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<tr>
<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-25.20, B-30.20, B-30.30, B-30.40, and B-30.50.</td>
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<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-35.20, B-40.20, B-40.40, and B-50.20.</td>
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<td>X</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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<td>X</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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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-15.20, B-15.40, and B-15.60.

15. Drywell - Drywell as specified in Section 9-12.7 of the Std. Sec. See Std. Plan B-20.20, B-20.40, and B-20.60.

16. Catch Basin - Catch Basin type 1, 1L, 1P, and 2, including risers, frames maybe cast into riser. See Std. Plans B-5.20, B-5.40, B-5.60, B-10.20, B-10.40, and B-10.60.

17. Precast Concrete Inlet - Concrete Inlet with risers, frames may be cast into risers. See Std. Plan B-25.60.

18. Drop Inlet Type 1 - Drop Inlet Type 1 with support angles and grate. See Std. Plans B-45.20.

19. Drop Inlet Type 2 - Drop Inlet type 2 with support angles and grate. See Std. Plans B-45.40.

20. Grate Inlet Type 2 - Grate Inlet Type 2 with risers and top unit with bearing angles. See Std. Plans B-35.40.

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

Supplemental To Wage Rates
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are to be provided for approval prior to casting.

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<td>22.</td>
<td>Vault Risers - For use with Valve Vaults and Utilities Vaults.</td>
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</table>
| 23. | Valve Vault - For use with underground utilities.  
       See Contract Plans for details. | X |
| 24. | Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier. | X |
| 25. | Reinforced Earth Wall Panels - Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab. | X |
| 26. | Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used. | X |
| 27. | Precast Railroad Crossings - Concrete Crossing Structure Slabs. | X |
| 28. | 12, 18 and 26 inch Standard Precast Prestressed Girder - Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)c. | X |

**Supplemental To Wage Rates**  
*Page 5*
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<td>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.</td>
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<td>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.</td>
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<td>Prestressed Precast Hollow-Core Slab - 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.</td>
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<td>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.</td>
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<td>33.</td>
<td>Monument Case and Cover - To meet AASHTO-M-105 class 30 gray iron casting. See Std. Plan H-7.</td>
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<td>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.</td>
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<td>Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.</td>
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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-8g. 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.
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)

Covered by WAC 296-127-018
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WASHINGTON STATE PREVAILING WAGE RATES - EFFECTIVE 08/31/06
METAL FABRICATION (IN SHOP)

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| Benton              |                 |               |              |           |
| Welder              | 16.70           | 1             |              |           |
| Machine Operator    | 10.53           | 1             |              |           |
| Painter             | 9.76            | 1             |              |           |

| Counties Covered:   |                 |               |              |           |
| Chelan              |                 |               |              |           |
| Fitter              | 15.04           | 1             |              |           |
| Welder              | 12.24           | 1             |              |           |
| Machine Operator    | 9.71            | 1             |              |           |
| Painter             | 9.93            | 1             |              |           |
| Laborer             | 9.10            | 1             |              |           |

| Counties Covered:   |                 |               |              |           |
| Clallam, Grays Harbor, Island, Jefferson, Lewis, Mason, Pacific, San Juan and Skagit | | | | |
| Fitter              | 15.16           | 1             |              |           |
| Welder              | 15.16           | 1             |              |           |
| Machine Operator    | 10.66           | 1             |              |           |
| Painter             | 11.41           | 1             |              |           |
| Laborer             | 11.13           | 1             |              |           |

Supplemental To Wage Rates
Page 10
### METAL FABRICATION (IN SHOP) 09/31/06

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**Supplemental To Wage Rates**

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FABRICATED PRECAST CONCRETE PRODUCTS

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<td>Counties Covered:</td>
<td>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 08/31/06
### FABRICATED PRECAST CONCRETE PRODUCTS

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<th>Classification</th>
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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 administering 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.
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
IMPROVEMENT

PLANS
### QUANTITIES

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<td>CLEARING AND GRUBBING</td>
<td>L.S.</td>
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<tr>
<td>3</td>
<td>REMOVING EXISTING BRIDGE NO. 421</td>
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<td>COMMON BORROW INC. HAUL (TRUCK MEASURE)</td>
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#### DRAINAGE

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<td>HEAVY LOOSE RPF RAP</td>
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<td>CATCH BASIN TYPE 1</td>
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<td>GRAVEL BAG FILL FOR FOUNDATION CLASS A</td>
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<td>FURNISHING C.I.P. CONCRETE PLACING</td>
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<td>DRINKS ST. PILE</td>
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<td>FURNISHING STEEL PILE TP OR SHOE</td>
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<td>STEEL REINF. BAR FOR SUBSTRUCTURE</td>
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<td>CONC. CLAS 4000 FOR BRIDGE</td>
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<td>SUPERSTRUCTURE - BRIDGE NO. 421</td>
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<td>BRIDGE RAILING TYPE THRE BEAM</td>
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#### SURFACING

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<td>23</td>
<td>CRUSHED SURFACING TOP COURSE</td>
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#### CEMENT CONCRETE PAVEMENT

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<td>SEEDING, FERTILIZING, AND MULCHING</td>
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<td>41</td>
<td>MINOR CHANGES</td>
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### PLAN SHEET INDEX

**FEDERAL AID NO.**

**BROS - 2039 (030)**

**VICINITY MAP**

**O = PROJECT LOCATION**

**= LOCAL TOWN**

**MARION DRAIN ROAD**

**BRIDGE #421 REPLACEMENT**

**C 2971**

PREPARED UNDER THE DIRECTION OF:

**GARY N. EKSTEIN**

**COUNTY ENGINEER**

**DATE: 6/28/06**

**PROJECT ENGINEER**

**DRAWN**

**CHECKED**

**M. CLEVER**

**M. CLEVER**

**MARION DRAIN ROAD**

**PLAN INDEX, VICINITY MAP, QUANTITIES**

**SHEET 1**
GENERAL NOTES

1. ALL MATERIAL AND MORTAR WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE, DEPARTMENT OF TRANSPORTATION, TYPICAL SPECIFICATIONS FOR HIGHWAY BRIDGES AND MUNICIPAL CONSTRUCTION. BID/SHOP AND DIVISION 4-95-A4P, SUPPLEMENT WILL APPLY TO THIS PROJECT AND AMENDMENTS.


3. ALL PRESTRESSED CONCRETE ELEMENTS HAVE BEEN DESIGNED FOR SERVICE LOAD STRESSES AND CHECKED FOR THE REQUIREMENTS OF LOAD FACTOR DESIGN. ALL OTHER STRUCTURAL ELEMENTS ARE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS FOR LOAD FACTOR DESIGN.

4. DESIGN LOADS:

   - DEAD LOAD:
     - CONCRETE: 150 PSF
     - STEEL: 40 PSF
     - ASPHALT: 150 PSF
     - SUPERIMPOSED DEAD LOAD FOR WEARING SURFACE: 15 PSF

   - LIVE LOAD:
     - VEHICLE: ASHTO HS-25-44 k/IM/PACT
     - SURCHARGE: 2 FEET EQUIVALENT EARTH
     - SPAHAPPLIED TO LATERAL EARTH PRESSURES

   - EARTH PRESSURES:
     - VERTICAL: 100 PSF
     - LATERAL: 75 PSF EQUIVALENT FLUID WEIGHT

5. PRESTRESSING STEEL SHALL BE 7-WIRE LOW RELAXATION STRAND FOR PRESTRESSED CONCRETE, CONFORMING TO ASHTO T209 GRADE 270.

6. OTHER CEMENT-MIX PLACE CONCRETE SHALL BE CLASS 410P.

7. CONCRETE PILE DESIGN ALLOWABLE BEARING CAPACITY IS 70 TONS

8. FOUNDATIONS SHALL BE CAREDFULLY CONSTRUCTED TO PREVENT IMPACT OR UNDE


10. ALL REINFORCING STEEL SHALL BE DESIGNATED BARS CONFORMING TO ASHTO W13,

11. STRUCTURAL STEEL SHALL CONFORM TO ASHTO W315-A (HCM AS3). ALL EXPOSED STRUCTURAL STEEL SHALL BE GALVANIZED AFTER FABRICATION ACCORDING TO THE REQUIREMENTS OF ASHTO W315. ALL EXPOSED NUTS, BOLTS AND HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASHTO W322.

12. ALL DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD BY CONTRACTOR PRIOR TO FABRICATION OR CONSTRUCTION OF ALL BRIDGE ELEME

13. ALL HYDRAULIC DATA, 100 YEAR FLOOD SURFACE ELEVATION IS 0.800

14. CUT BERRAFL SHALL BE PLACED SIMILARLY DESIGNATED BOTH ARMS.

15. SLIGHTLY TO BE STATED IN THE FIELD BY THE ENGINEER.

P.C. ORDERS (W4100)
LIVE LOAD: HS-25

S2
PROPOSED CONSTRUCTION SEQUENCE

PHASE ONE

1. REMOVE EXISTING SOIL, SUBGRADE, AND BRIDGE SUPERSTRUCTURE.
2. EXCAVATE TO LIMITS SHOWN ON THE PLANS.
3. REMOVE PORTIONS OF EXISTING ABUTMENTS AS REQUIRED TO INSTALL NEW FOUNDATIONS. THE CONTRACTOR WILL LEAVE THE EXISTING ABUTMENTS IN PLACE TO AID IN PROTECTION OF THE STREAM DURING THE INITIAL PHASE OF CONSTRUCTION.
4. CONSTRUCT CAST-IN-PLACE PILES.

PHASE TWO

1. PLACE FORMWORK AND STEEL REINFORCEMENT FOR EACH ABUTMENT.
2. PLACE CONCRETE FOR EACH ABUTMENT.
3. REPAIR REBAR BOUNDARIES.
4. REMOVE EXISTING FOUNDATION.
5. INSTALL EXCAVATION RUSHS.
6. PLACE REMAINING PORTIONS OF EACH ABUTMENT AND ALL SUPERSTRUCTURE.
7. INSTALL CROSSES AND TRAFFIC BARRIERS.
8. PLACE APPROACH SLABS.

SCALE: 1/8"=1'-0"

SECTION A

EXISTING GRADE

LIMIT OF STRUCTURE EXCAVATION

MARION DRAIN ROAD BRIDGE, PROFILE, GRADE & PIVOT POINT
<table>
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NOTE: CONTRACTOR IS RESPONSIBLE FOR SUBMITTING SITE SPECIFIC TRAFFIC CONTROL PLANS TO THE PROJECT ENGINEER FOR REVIEW AND APPROVAL.
# Road Closure Sign Specifications

<table>
<thead>
<tr>
<th>Sign No.</th>
<th>MUTCD Sign #</th>
<th>Location</th>
<th>Sign Size</th>
<th>Post Material</th>
<th>Post Size</th>
<th>Post Length</th>
<th>Clearance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>620-2a</td>
<td>Marion Drain Road, 1500 feet east of Tegumash Road</td>
<td>36’’ X 16’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>20’’</td>
<td>T</td>
<td>0’’</td>
</tr>
<tr>
<td>2</td>
<td>620-2b</td>
<td>Marion Drain Road, 7500 feet east of Tegumash Road</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>20’’</td>
<td>T</td>
<td>0’’</td>
</tr>
<tr>
<td>3</td>
<td>620-2c</td>
<td>Marion Drain Road, 9500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>16’’</td>
<td>T</td>
<td>0’’</td>
</tr>
<tr>
<td>4</td>
<td>620-2d</td>
<td>Marion Drain Road, 10500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>16’’</td>
<td>T</td>
<td>0’’</td>
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<tr>
<td>5</td>
<td>620-2e</td>
<td>Marion Drain Road, 11500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>16’’</td>
<td>T</td>
<td>0’’</td>
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<tr>
<td>6</td>
<td>620-2f</td>
<td>Marion Drain Road, 12500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>16’’</td>
<td>T</td>
<td>0’’</td>
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<tr>
<td>7</td>
<td>620-2g</td>
<td>Marion Drain Road, 13500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>16’’</td>
<td>T</td>
<td>0’’</td>
</tr>
<tr>
<td>8</td>
<td>620-2h</td>
<td>Marion Drain Road, 14500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>16’’</td>
<td>T</td>
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<tr>
<td>9</td>
<td>620-2i</td>
<td>Marion Drain Road, 15500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
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<tr>
<td>10</td>
<td>620-2j</td>
<td>Marion Drain Road, 16500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>16’’</td>
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<tr>
<td>11</td>
<td>620-2k</td>
<td>Marion Drain Road, 17500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>16’’</td>
<td>T</td>
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<tr>
<td>12</td>
<td>620-2l</td>
<td>Marion Drain Road, 18500 feet west of barricades</td>
<td>48’’ X 48’’</td>
<td>Wood</td>
<td>4” X 4”</td>
<td>16’’</td>
<td>T</td>
<td>0’’</td>
</tr>
</tbody>
</table>

### Notes:
1. MUTCD (Manual on Uniform Traffic Control Devices).
2. For structure and mounting details, SEE STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, SERIES 6.
3. For code references and standard sign layout details, SEE STANDARD HIGHWAY SIGN BOOK.
4. Post lengths shown are approximate. Final values shall be determined in the field by the contractor.
5. W-distance from the existing shoulder, or face of curb, to the sign post.
6. All signs, posts and any other traffic control devices shall be supplied, erected and maintained by the contractor.
7. The posts shall not protrude above the signs.