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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MARION DRAIN ROAD BRIDGE NO. 421 REPLACEMENT
C 2971

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INFORMATIONAL BID DOCUMENTS
CERTIFICATE

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

GARY N. EKSTEDT

27388

REGISTERED

PROFESSIONAL ENGINEER

EXPIRED 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 \textbf{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 \textbf{August 10, 2006}.

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

Room 419, Yakima County Courthouse, 128 North 2\textsuperscript{nd} Street, Yakima, Washington 98901.

RIGHT TO REJECT BIDS:

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

PROPOSAL GUARANTY:

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

FORM FURNISHED:

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, subchapter A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color or national origin in consideration for an award.

\textbf{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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<th>Item Description</th>
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Total: $5,000.00
PROPOSAL - CONTINUED

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

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

CASH [ ] IN THE AMOUNT OF ____________________________

CASHIER'S CHECK [ ] ________________________________DOLLARS

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

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

Bidder acknowledges receipt of the following Addendums:

No. Date

__________________________

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Title:

Firm Name:

Address:

Phone No.:

Washington Registration No.:

Federal ID Tax No.:

UBI No.:

E-Mail:

Signed and sworn (or affirmed) before me on __________________________ Date

__________________________

NOTARY PUBLIC

My appointment expires __________________________

(Seal and Stamp)

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

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

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

_________________________________________________________________

_________________________________________________________________

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

_________________________________________________________________

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

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

Very truly yours,

________________________________________
 Contractor

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

In interpreting these specifications, the following definitions shall prevail:


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

BOARD: The Board of County Commissioners of Yakima County.

ENGINEER: County, or construction engineer, or his duly authorized 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:

1-800-324-9071

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 ________ 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: __________________________

SURETY

By: __________________________

Attorney-in-Fact

Date: __________________________, 20__

Chair of the Board of Yakima County Commissioners

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
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 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.

SECTION 1-04, SCOPE OF THE WORK
April 3, 2006

1-04.6 Variation in Estimated Quantities
The 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.

\[
CPF = \frac{f_1(\overline{PF_1}) + f_2(\overline{PF_2}) + \cdots + f_i(\overline{PF_i})}{\sum_i f_i}
\]

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
January 3, 2006

1-07.10  Worker’s Benefits

The fourth paragraph is revised to read:

The Public Works Contract Division of the Washington State Department of Labor and Industries will provide the Contractor with applicable 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
April 3, 2006

1-08.3  Progress Schedule

This section is revised to read:
1-08.3 Progress Schedule

1-08.3(1) General Requirements

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

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

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

3. Show durations of work activities in working days as defined in Section 1-08.5.

4. Show activities in durations that are reasonable for the intended work.

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

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

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

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

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

1-08.3(2) Progress Schedule Types

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

1-08.3(2)A Type A Progress Schedule

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

1-08.3(2)B Type B Progress Schedule
The Contractor shall submit a preliminary Type B Progress Schedule no later than five calendar days after the date the contract is executed. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60 working days of the project.

The Contractor shall submit five copies of a Type B Progress Schedule no later than 30 calendar days after the date the contract is executed. The schedule shall be a critical path method (CPM) schedule developed by the Precedence Diagramming Method (PDM). Restraints may be utilized, but may not serve to change the logic of the network or the critical path. The schedule shall display at least the following information:

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

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

1-08.3(2)C Vacant

1-08.3(2)D Weekly Look-Ahead Schedule
Each week that work will be performed, the Contractor shall submit a Weekly Look-Ahead Schedule showing the Contractor's and all subcontractors' proposed work activities for the next two weeks. The Weekly Look-Ahead Schedule shall include the description, duration and sequence of work, along with the planned hours of work. This schedule may be a network schedule, bar chart, or other standard schedule format. The Weekly Look-Ahead Schedule shall be submitted to the Engineer by the midpoint of the week preceding the scheduled work or some other mutually agreed upon submittal time.

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 day on which the contract specifically suspends work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.

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

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any half or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct.
The Engineer will give the Contractor written notice of the physical completion date for all work the contract requires. That date shall constitute the physical completion date of the contract, but shall not imply the Secretary's acceptance of the work or the contract.

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

1. The physical work on the project must be complete; and

2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   d. FHWA 47 (Federal-aid Projects)
   e. Final Contract Voucher Certification

1-08.8 Extensions of Time

This section 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 rescheduling 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(1B).

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

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

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

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

1. On contracts totaling more than $20,000, a release has been obtained from the Washington State Department of Revenue.

2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.

4. Washington State Department of Labor and Industries (per section 1-07.10) shows the Contractor is current with payments of industrial insurance and medical aid premiums.

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

SECTION 2-09, STRUCTURE EXCAVATION
January 3, 2006

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

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

SECTION 6-02, CONCRETE STRUCTURES
April 3, 2006

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

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

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

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

1. Certification by the National Ready Mix Concrete Association (NRMCA). Information concerning NRMCA certification may be obtained from the NRMCA at 900 Spring Street, Silver Springs, MD 20910 or online at www.nrmca.org. The NRMCA certification shall be good for a two year period. When this method of certification is used the following documentation shall be submitted to the project engineer.
a. A copy of the current NRMCA Certificate of Conformance, the concrete mix
design(s) (WSDOT Form 350-040), along with copies of the truck list,
batch plant scale certification, admixture dispensing certification, and
volumetric water batching devices (including water meters) verification.

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

a. A copy of the Professional Engineer’s stamped and sealed NRMCA
Verification of Inspection and Application for Certificate page from the
NRMCA checklist, the concrete mix design(s) (WSDOT Form 350-040),
along with copies of the truck list, batch plant scale certification, admixture
dispensing certification, and volumetric water batching devices (including
water meters) verification.

3. Inspection conducted by the Plant Manager, defined as the person directly
responsible for the daily plant operation, using the NRMCA Plant Certification
checklist. The Plant Manager certification shall be done prior to the start of a
project, and every six months throughout the life of the project, and meet the
following requirements:

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

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

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

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

6-02.3(5)H Sampling and Testing for Compressive Strength
This section including title is revised to read:

6-02.3(5)H Sampling and Testing for Compressive Strength and Initial Curing
Acceptance testing for compressive strength shall be conducted at the same frequency as
the acceptance tests for temperature, consistency, and air content.
The Contractor shall provide, and maintain cure boxes for curing concrete cylinders. The Contractor shall also provide, maintain and operate all necessary power sources and connections needed to operate the curing box. Concrete cylinders shall be cured in a cure box in accordance with WSDOT FOP for AASHTO T 23. The cure boxes shall maintain a temperature between 60°F and 80°F for concrete with specified strengths less than 6000 psi and between 68°F and 78°F for concrete with specified strengths of 6000 psi and higher. A minimum/maximum thermometer shall be installed to measure the internal temperature of the cure box. The thermometer shall be readable from outside of the box and be capable of recording the high and low temperatures in a 24-hour period. The cure boxes shall create an environment that prevents moisture loss from the concrete specimens. The top shall have a working lock and the interior shall be rustproof. A moisture-proof seal shall be provided between the lid and the box. The cure box shall be the appropriate size to accommodate the number of concrete acceptance cylinders necessary or the Contractor shall provide additional cure boxes. Once concrete cylinders are placed in the cure box, the cure box shall not be moved until the cylinders have been cured in accordance with these specifications. When concrete is placed at more than one location simultaneously, multiple cure boxes shall be provided.

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

6-02.3(16) Plans for Falsework and Formwork
The address for FEDEX delivery following the fourth paragraph is revised to read:
Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(16)A Nonpreapproved Falsework and Formwork Plans
The address for FEDEX delivery following the first paragraph is revised to read:
Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(16)B Preapproved Formwork Plans
The address for FEDEX delivery following the second paragraph is revised to read:
Washington State Department of Transportation
Bridge and Structures Engineer
7345 Linderson Way SW
Tumwater, WA 98501-6504

6-02.3(26)A Shop Drawings
The address for FEDEX delivery under Item 1 in the first paragraph is revised to read:
Washington State Department of Transportation
Bridge and Structures Engineer
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:
   Via US Postal Service,
   P. O. Box 47340
   Olympia, WA  98504-7340
   Via 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 6-11, 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:

<table>
<thead>
<tr>
<th>Material</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement</td>
<td>9-01</td>
</tr>
<tr>
<td>Aggregates for Portland Cement Concrete</td>
<td>9-03.1</td>
</tr>
<tr>
<td>Gravel Backfill</td>
<td>9-03.12</td>
</tr>
<tr>
<td>Premolded Joint Filler</td>
<td>9-04.1(2)</td>
</tr>
</tbody>
</table>
Other materials required shall be as specified in the Special Provisions.

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(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.

6-11.4 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 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
April 3, 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(2)F Dates for Application of Final Seed, Fertilizer, and Mulch
The third paragraph under East of the summit of the Cascade Range is deleted.

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
SECTION 8-04, CURBS, GUTTERS, AND SPILLWAYS
January 3, 2006

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 8-11, 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 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 9-09, TIMBER AND LUMBER
January 3, 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.

SECTION 9-14, EROSION CONTROL AND ROADSIDE PLANTING
January 3, 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(7) Tackifier
The first sentence in the first paragraph is deleted.

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>
</tbody>
</table>
Percent passing ¼" 75% 100%
Maximum particle length of 6 inches

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 0.5 percent on a dry weight or volume basis, whichever provides for the least amount of foreign material.

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 3.0mmhos/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 05.05A, "Germination and Root Elongation".

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. Samples may be tested using the Solvita Compost Maturity Test by the Contracting Agency at the Engineer's discretion. 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 initial 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. Wattles 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, with 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. Ballled 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 9-16, 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 9-33, CONSTRUCTION GEOTEXTILE
April 3, 2006

9-33.2(3) Prefabricated Drainage Mat
The final line of Table 8 is revised to read as follows:

<table>
<thead>
<tr>
<th>Geotextile – Grab Strength</th>
<th>ASTM D 4632</th>
<th>Nonwoven – 100 lb. min.</th>
</tr>
</thead>
</table>

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:

Regions¹
ER Eastern Region
NCR North Central Region
NWR Northwest Region
OR Olympic Region
SCR South Central Region
SWR Southwest Region
WSF Washington State Ferries Division

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

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

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

(March 13, 1995)
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.

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**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/M/WBE commitment, if applicable; a State of Washington Contractor’s Registration Number, and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the proposal form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the proposal forms unless otherwise specified.
Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid. The bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

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

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

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

**1-02.6 Preparation Of Proposal**
(August 2, 2004)
The fifth and sixth paragraphs of Section 1-02.6 are deleted.

**1-02.7 Bid Deposit**
*October 1, 2005 APWA GSP*

Supplement this section with the following:

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

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

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

Revise the first paragraph to read:

Each proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Advertisement for Bids clearly marked on the outside of the envelope, or as otherwise stated in the Bid Documents, to ensure proper handling and delivery.
1-02.12 Public Opening of Proposals

The Bid opening date for this project shall be **August 10, 2006**.

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

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

The County shall not consider proposals it receives after the time specified above. No oral, telephone, facsimile, or telegraphic bids or modifications shall be considered or accepted.

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

1-02.13 Irregular Proposals

*(October 1, 2005 APWA GSP)*

Revise item 1 to read:

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

1-02.14 Disqualification of Bidders

*(October 1, 2005 APWA GSP)*

Revise this section to read:

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

1. More than one proposal is submitted for the same project from a bidder under the same or different names;
2. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;
3. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;

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

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

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

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

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

9. A bidder is not authorized to do business in the State of Washington (not registered in accordance with RCW 18.27);

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

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

Revise this section to read:

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

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

2. Samples of these materials for quality and fitness tests,

3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,

4. A breakdown of costs assigned to any bid item,

5. Attendance at a conference with the Engineer or representatives of the Engineer,

6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.

7. A copy of State of Washington Contractor's Registration, or

8. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The
total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

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

Revise this section to read:

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

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

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

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

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, 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
remediying 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:
- 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. 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.

(January 7, 2002)
Application of Wage Rates For The Occupation Of Landscape Construction

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

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

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

Laborers with the occupation description, Landscaping or Planting, or

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

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

If Federal wage rates do not include any rates specified as applicable to landscaping work, the Contractor shall assume the Federal wage rates did not take landscaping into consideration. In these instances the minimum wage rate shall be the State wage rate for the occupations specified as applicable to landscape construction.
1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(March 6, 2000)

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


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

**Women - Statewide**

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

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Yakima, WA:

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

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

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

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

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

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

1. As used in these specifications:

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

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

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

d. Minority includes:

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

   (2) Hispanic, a fluent Spanish speaking, Spanish surmamed 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).
(April 3, 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 soliciting bids/proposals directly from DBEs.

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

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

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

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

4. Achieve attainment through joint ventures.

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

DBE Eligibility (for reporting purposes only)

Selection of DBEs:

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

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

1. Count the entire amount of the portion of the contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies, 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.

Commercially Useful Function
Payments to a DBE firm will count as race neutral participation only if the DBE is performing a commercially useful function on the contract.
1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself. 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 Construction Management and Tracking System (CMATS). 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 40 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) 392-4090

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>
</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:

| St. Reinf. Bar | 2933 LB |
| Prestressed Precast W41DG Girders | 524 LF |
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 2006, 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 pipefittings 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
Section 8-01.3(1) is supplemented with the following:

(January 5, 2004)
Erodible Soil Eastern Washington
Erodible soil not being worked that could drain to surface waters, whether at final grade or not, shall be covered within the following time limitations using approved soil cover practices:

<table>
<thead>
<tr>
<th>Time Period</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1 through September 30</td>
<td>10</td>
</tr>
<tr>
<td>October 1 through June 30</td>
<td>5</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

January 3, 2006

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

The Standard Plans are revised as follows:

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

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

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

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

In the BREAKAWAY ANCHOR ANGLE, ELEVATION view (Sheet 2), the welding symbols are revised to indicate that the 1/4" Inside Gussets have 1/4" fillet weld joints, and the 1/2" End Gussets have 1/2" fillet weld joints.
C-14h
In the TABLE, in column "B": 3'-0", 3'-2 1/4", and 3'-4 1/2" are revised to 2'-0", 2'-2 1/4", and 2'-4 1/2" respectively.
In the TABLE, in column "C": 2'-4", 2'-6 1/4", and 2'-8 1/2" are revised to 3'-4", 3'-6 1/4", and 3'-8 1/2" respectively.

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

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

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

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MARION DRAIN ROAD BRIDGE NO. 421
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Special Provisions

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MARION DRAIN ROAD BRIDGE NO. 421
C2971

Special Provisions
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 dispute clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor’s employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:
   a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
   b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or 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 meaningful minority and female representation among their employees.

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act [40 U.S.C. 276c]) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any

Page 3
additional classifications and wage rates conforming under
paragraph 2 of this Section IV and the DOL program (WH-1321) or
Form FHWA-1435) 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 reason-
ably 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 classi-
fication 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 classifi-
cation 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 subcontractor, as appropriate, the
laborers and mechanics (if known) to be employed in the
additional classification or their representatives, and the contract-
ing officer agree on the classification and wage rate (including
the amount designated for fringe benefits where appropriate), a
report of the action taken shall be sent by the contracting officer
to the DOL Administrator of the Wage and Hour Division,
The Wage and Hour Administrator, or an authorized representa-
tive, 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 appro-
priate, 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 recommenda-
tion of the contracting officer, to the Wage and Hour Administra-
tor 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 appropri-
ate) 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 subcontractor, as appropriate, shall either pay the benefit as
stated in the wage determination or shall pay another bona fide
fringe benefit or an hourly rate equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does
not make payments to a trustee or other third person, he/she may
consider as a part of the wages of any laborer or mechanic the
amount of any costs reasonably anticipated in providing bona fide
fringe benefits under a plan or program, provided, that the Secre-
tary of Labor has found, upon the written request of the contract-
or, 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, Employ-
ment 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 appren-
ticeship program, who is not individually registered in the program,
but who has been certified by the Bureau of Apprenticeship and
Training or a State apprenticeship agency (where appropriate) to
be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeymen-
level employees on the job site in any craft classification shall not
be greater than the ratio permitted to the contractor as to the
entire work force under the registered program. Any employee
listed on a payroll at an apprentice wage rate, who is not regis-
tered or otherwise employed as stated above, shall be paid not
less than the applicable wage rate listed in the wage determina-
tion 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 classification, fringes shall be paid in accordance with that determination.

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

b. Trainees:

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

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

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

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

c. Helpers:

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting equal employment opportunities and which are performing construction work under Federal 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, 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 Federal-aided 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 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, watchman, 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 effected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to
the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

the site of the work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SUBSETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1928) 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

18 U.S.C. 1020 reads as follows:

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

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

Whoever knowingly makes any false statement of 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. 91-504), 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 "List of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The 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 1 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 depart-
ment or agency may terminate this transaction for cause or
default.

* * * * *

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

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

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

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

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

d. Have not within a 3-year period preceding this applica-
tion/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 Transac-
tions:

(Applicable to all subcontracts, purchase orders and other
lower tier transactions of $25,000 or more - 49 CFR 21)

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 representa-
tion of fact upon which reliance was placed when this transac-
tion was entered into. If it is later determined that the prospec-
tive 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 transac-
tion originated may pursue available remedies, including suspen-
sion and/or debarment.

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

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

e. The prospective lower tier participant agrees by submit-
ting 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 Transactions," 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 volun-
tarily excluded from the covered transaction, unless it knows that
the certification is erroneous. A participant may decide the
method and frequency by which it determines the eligibility of its
principals. Each participant may, but is not required to, check the
Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to
require establishment of a system of records in order to render in
good faith the certification required by this clause. The 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.

i. Except for transactions authorized under paragraph 1 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 depart-
ment or agency with which this transaction originated may
pursue available remedies, including suspension and/or deber-
ment.

* * * * *

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

1. The prospective lower tier participant certifies, by submis-
sion of this proposal, that neither it nor its principals is presently
debarred, suspended, proposed for debarment, declared ineligible,
or voluntarily excluded from participation in this transaction by
any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting this 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 employ-
ment 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 em-
ployed 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 Employ-
ment Service is unable to refer any qualified job applicants to the
contractor, or less than the number requested, the State Employ-
ment 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
regularly 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.I(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
Phone: 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
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.
Issue Date: July 29, 2005
Expiration Date: October 31, 2007

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 HabitatBiologist (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.
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
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**

<table>
<thead>
<tr>
<th>Condition</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dry</td>
<td>Absence of moisture, dusty, dry to the touch</td>
</tr>
<tr>
<td>Moist</td>
<td>Damp but no visible water</td>
</tr>
<tr>
<td>Wet</td>
<td>Visible free water, from below water table</td>
</tr>
</tbody>
</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>#200 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 75 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>N, SPT, BLOWS/FT.</td>
<td>N, SPT, BLOWS/FT.</td>
</tr>
<tr>
<td>RELATIVE DENSITY</td>
<td>RELATIVE DENSITY</td>
</tr>
<tr>
<td>0 - 4 Very loose</td>
<td>Under 2 Very soft</td>
</tr>
<tr>
<td>4 - 10 Loose</td>
<td>2 - 4 Soft</td>
</tr>
<tr>
<td>10 - 30 Medium dense</td>
<td>4 - 8 Medium stiff</td>
</tr>
<tr>
<td>30 - 50 Dense</td>
<td>8 - 15 Stiff</td>
</tr>
<tr>
<td>Over 50 Very dense</td>
<td>15 - 30 Very stiff</td>
</tr>
<tr>
<td></td>
<td>Over 30 Hard</td>
</tr>
</tbody>
</table>

**ABBREVIATIONS**

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATD</td>
<td>At Time of Drilling</td>
</tr>
<tr>
<td>Elev.</td>
<td>Elevation</td>
</tr>
<tr>
<td>ft</td>
<td>feet</td>
</tr>
<tr>
<td>FeO</td>
<td>Iron Oxide</td>
</tr>
<tr>
<td>HSA</td>
<td>Hollow Stem Auger</td>
</tr>
<tr>
<td>ID</td>
<td>Inside Diameter</td>
</tr>
<tr>
<td>in</td>
<td>inches</td>
</tr>
<tr>
<td>lbs</td>
<td>pounds</td>
</tr>
<tr>
<td>Mon.</td>
<td>Monument cover</td>
</tr>
<tr>
<td>N</td>
<td>Blows for last two 6-inch increments</td>
</tr>
<tr>
<td>NA</td>
<td>Not applicable or not available</td>
</tr>
<tr>
<td>NP</td>
<td>Non plastic</td>
</tr>
<tr>
<td>OD</td>
<td>Outside diameter</td>
</tr>
<tr>
<td>OVA</td>
<td>Organic vapor analyzer</td>
</tr>
<tr>
<td>PID</td>
<td>Photo-ionization detector</td>
</tr>
<tr>
<td>ppm</td>
<td>parts per million</td>
</tr>
<tr>
<td>PVC</td>
<td>Polyvinyl Chloride</td>
</tr>
<tr>
<td>SS</td>
<td>Split spoon sampler</td>
</tr>
<tr>
<td>SPT</td>
<td>Standard penetration test</td>
</tr>
<tr>
<td>USC</td>
<td>Unified soil classification</td>
</tr>
<tr>
<td>WLI</td>
<td>Water level indicator</td>
</tr>
</tbody>
</table>

**WELL AND OTHER SYMBOLS**

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bent. Cement Grout</td>
<td>Surface Cement Seal</td>
</tr>
<tr>
<td>Bentonite Grout</td>
<td>Asphalt or Cap</td>
</tr>
<tr>
<td>Bentonite Chips</td>
<td>Slough</td>
</tr>
<tr>
<td>Silica Sand</td>
<td>Bedrock</td>
</tr>
<tr>
<td>PVC Screen</td>
<td>Vibrating Wire</td>
</tr>
</tbody>
</table>

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
<table>
<thead>
<tr>
<th>MAJOR DIVISIONS</th>
<th>GROUP/GRAPHIC SYMBOL</th>
<th>TYPICAL DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gravels (more than 50% of coarse</td>
<td>Clean Gravels</td>
<td>Well-graded gravels, gravel-sand mixtures, little or no</td>
</tr>
<tr>
<td>fraction retained on No. 4 sieve)</td>
<td>(less than 5%</td>
<td>fines</td>
</tr>
<tr>
<td>Gravels with Fines (more than 12%</td>
<td>GW</td>
<td></td>
</tr>
<tr>
<td>fines)</td>
<td>GP</td>
<td>Poorly graded gravels, gravel-sand mixtures, little or</td>
</tr>
<tr>
<td></td>
<td>GM</td>
<td>Silty gravels, gravel-sand-silt mixtures</td>
</tr>
<tr>
<td></td>
<td>GC</td>
<td>Clayey gravels, gravel-sand-clay mixtures</td>
</tr>
<tr>
<td>Sands (50% or more of coarse</td>
<td>Clean Sands</td>
<td>Well-graded sands, gravelly sands, little or no fines</td>
</tr>
<tr>
<td>fraction passes the No. 4 sieve)</td>
<td>(less than 5%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SP</td>
<td>Poorly graded sand, gravelly sands, little or no fines</td>
</tr>
<tr>
<td></td>
<td>SM</td>
<td>Silty sands, sand-silt mixtures</td>
</tr>
<tr>
<td></td>
<td>SC</td>
<td>Clayey sands, sand-clay mixtures</td>
</tr>
<tr>
<td>Fine-Grained Soils</td>
<td>Inorganic ML</td>
<td>Inorganic silts of low to medium plasticity, rock flour,</td>
</tr>
<tr>
<td>(50% or more passes the No. 200</td>
<td>CL</td>
<td>sandy silts, gravelly silts, or clayey silts with slight</td>
</tr>
<tr>
<td>sieve)</td>
<td>OR</td>
<td>plasticity</td>
</tr>
<tr>
<td>Silts and Clays (liquid limit 50</td>
<td>MH</td>
<td>Inorganic silts, micaceous or diatomaceous fine sands or</td>
</tr>
<tr>
<td>or more)</td>
<td>CH</td>
<td>silty soils, elastic silt</td>
</tr>
<tr>
<td></td>
<td>OH</td>
<td>Organic clays of medium to high plasticity, sandy fat</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Highly-Organic Soils</td>
<td>Primarily organic</td>
<td>Peat, humus, swamp soils with high organic content (see</td>
</tr>
<tr>
<td></td>
<td>matter, dark in</td>
<td>ASTM D 4427)</td>
</tr>
<tr>
<td></td>
<td>color, and organic</td>
<td></td>
</tr>
<tr>
<td></td>
<td>odor</td>
<td></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, Fl.</th>
<th>Symbol</th>
<th>Samples</th>
<th>Ground Water Depth, Fl.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>40</td>
<td></td>
<td></td>
<td>15</td>
</tr>
<tr>
<td>60</td>
<td></td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

Loose, brown, sandy SILT; scattered wood debris; dry; (Fill).

Loose, brown, fine sandy SILT; moist; non-plastic fines; ML.

Very soft to soft, brown-black, fine sandy SILT; wet; scattered organics; ML.

Soft, green-brown, clayey SILT; wet; ML.

Medium stiff, brown, clayey SILT; wet; ML.

Medium dense, brown, silty, fine SAND; wet; SM.

Loose to medium dense, black, silty, fine to medium SAND; wet; SM.

Very dense, brown-black, silty, sandy GRAVEL; wet; subangular to subrounded gravel, fine- to coarse-grained sand, nonplastic fines; GM.

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 in the 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.
### Soil Description

<table>
<thead>
<tr>
<th>Depth, Ft.</th>
<th>Symbol</th>
<th>Samples</th>
<th>Ground Water</th>
<th>Depth, Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td>20</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td>40</td>
</tr>
<tr>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td>60</td>
</tr>
</tbody>
</table>

**Loose, brown, fine sandy SILT; non-plastic fines; (Fill) ML.**

**Medium dense, brown to tan, silty, fine to medium SAND; moist; SM.**

**Very loose, brown, fine sandy SILT to silty fine SAND; wet; ML/SM.**

**Loose to medium dense, black, slightly silty SAND; wet; SP-SM.**

**Very dense, brown to black, sandy GRAVEL; wet; subangular to subrounded gravel, fine- to coarse-grained sand; GW.**

---

**Bottom of Boring**

Completed 9/14/2001

---

**Legend**

- Sample Not Recovered
- Ground Water Level ATD
- Standard Penetration Test
- % Fines (<0.075mm)
- % Water Content
- Plastic Limit
- Liquid Limit
- Natural Water Content

---

**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 of the text of this report is necessary for a proper understanding of the nature of the subsurface materials.
4. Ground water 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.
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.
PREVAILING WAGE

RATES
State of Washington  
DEPARTMENT OF LABOR AND INDUSTRIES  
Prevailing Wage Section - Telephone (360) 902-5335  
PO Box 44540, Olympia, WA 98504-4540  

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

YAKIMACOUNTY  
Effective 03-03-06  

<table>
<thead>
<tr>
<th>Classification</th>
<th>PREVAILING WAGE</th>
<th>Over Time Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASBESTOS ABATEMENT WORKERS</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$27.08</td>
<td>1N</td>
<td></td>
<td>5D</td>
</tr>
<tr>
<td>BOILERMAKERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$46.32</td>
<td>1C</td>
<td></td>
<td>5N</td>
</tr>
<tr>
<td>BRICK AND MARBLE MASONS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$33.42</td>
<td>1M</td>
<td></td>
<td>5A</td>
</tr>
<tr>
<td>CABINET MAKERS (IN SHOP)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$19.24</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td>CARPENTERS</td>
<td></td>
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<tr>
<td>ACOUSTICAL WORKER</td>
<td>$32.10</td>
<td>1M</td>
<td></td>
<td>5D</td>
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<tr>
<td>BRIDGE, DOCK AND WARP CARPENTERS</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>CARPENTER</td>
<td>$39.79</td>
<td>1M</td>
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<td>5D</td>
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<tr>
<td>CEMENT MASONENS</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>JOURNEY LEVEL</td>
<td>$30.16</td>
<td>1N</td>
<td></td>
<td>5D</td>
</tr>
<tr>
<td>DIVERS &amp; TENDERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DIVER</td>
<td>$83.19</td>
<td>1M</td>
<td></td>
<td>5D</td>
</tr>
<tr>
<td>DIVER TENDER</td>
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<td>1M</td>
<td></td>
<td>5D</td>
</tr>
<tr>
<td>DREDGE WORKERS</td>
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<tr>
<td>ASSISTANT ENGINEER</td>
<td>$40.77</td>
<td>1T</td>
<td></td>
<td>5D</td>
</tr>
<tr>
<td>ASSISTANT MATE (DECKHAND)</td>
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<td></td>
<td></td>
<td>8L</td>
</tr>
<tr>
<td>BOATMEN</td>
<td>$40.28</td>
<td>1T</td>
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<td>5D</td>
</tr>
<tr>
<td>ENGINEER WELDER</td>
<td>$40.28</td>
<td>1T</td>
<td></td>
<td>5D</td>
</tr>
<tr>
<td>LEVEMAN, HYDRAULIC</td>
<td></td>
<td></td>
<td></td>
<td>8L</td>
</tr>
<tr>
<td>MAINTENANCE</td>
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<td></td>
<td>5D</td>
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<tr>
<td>OILER</td>
<td>$40.28</td>
<td>1T</td>
<td></td>
<td>5D</td>
</tr>
<tr>
<td>DRYWALL TAPERS</td>
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<tr>
<td>JOURNEY LEVEL</td>
<td>$28.64</td>
<td>1P</td>
<td></td>
<td>5A</td>
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<tr>
<td>ELECTRICIANS - INSIDE</td>
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<tr>
<td>JOURNEY LEVEL</td>
<td>$43.23</td>
<td>1E</td>
<td></td>
<td>5A</td>
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<tr>
<td>ELECTRICIANS - POWERLINE CONSTRUCTION</td>
<td></td>
<td></td>
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### YAKIMACOUNTY

Effective 03-03-06

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<td>SUBGRADE TRIMMER</td>
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YAKIMACOUNTY
Effective 03-03-06

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<th>Holiday Code</th>
<th>Note Code</th>
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OVERTIME CODES

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

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

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

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

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

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

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

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

L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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

O. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
1. 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.
BENEFIT CODE KEY - EFFECTIVE 03-03-06

2. K. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.

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

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

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

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

HOLIDAY CODES

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

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

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

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

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


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


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

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

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

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

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

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

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

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

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

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

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

Z. HOLIDAYS: NEW YEAR’S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE 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.
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>
</tr>
</thead>
<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-23a, B-23b, B-23c, B-23d and B-25.</td>
<td>X</td>
<td></td>
</tr>
<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-1, B-1L, B-1P, B-2, B-2a, B-2b, B-2c, B-2d, B-2e, B-3, and B-3a.</td>
<td>X</td>
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<tr>
<td>3. Grate Inlet &amp; Drop Inlet Frame &amp; Grate - Frame and Grate for Grate Inlets Type 1 or 2 or Drop Inlets Type 1 or 2. Angle iron frame to be cast into top of inlet. See Std. Plan B-4b, B-4c, B-4d, B-4f, or B-4h. Frames &amp; Grates to be galvanized.</td>
<td>X</td>
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<tr>
<td>4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.</td>
<td>X</td>
<td></td>
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</tbody>
</table>
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.  

7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.  

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

9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).  

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

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

12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).
13. Concrete Piling—Precast. Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec.. Shop drawings for approval shall be provided per Section 6-05.3(3) of the Std. Spec. See Std. Plans E-4 and E-4a.

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

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

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

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

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

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

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

21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting.
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.  

23. Valve Vault - For use with underground utilities.  
See Contract Plans for details. 

24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier. 

25. Reinforced Earth Wall Panels - Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab. 

26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used. 

27. Precast Railroad Crossings - Concrete Crossing Structure Slabs. 

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

30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam 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.

31. Prestressed Precast Hollow-Core Slab - Precast Prestressed 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.

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

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

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

35. Monotube Sign Structures - Monotube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans G-2, G2a, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.

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

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

39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plan J-1a. See Special Provisions for pre-approved drawings.

40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans J-7a and J-7c. See Special Provisions for pre-approved drawings.

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

| 44. Guardrail components | X | Custom end sect. | X | Standard end sect. |

| 45. Aggregates/Concrete mixes | Covered by WAC 296-127-018 |

| 46. Asphalt | Covered by WAC 296-127-018 |

| 47. Fiber fabrics | X |

| 48. Electrical wiring/components | X |

| 49. treated or untreated timber piles | X |

| 50. Girder pads (elastomeric bearing) | X |
51. Standard Dimension lumber X

52. Irrigation components X

53. Fencing materials X

54. Guide Posts X

55. Raised Pavement Markers X

56. Epoxy X

57. Cribbing X

58. Water distribution materials X

59. Steel "H" piles X

60. Steel pipe for concrete pile casings X

61. Steel pile tips, standard X

62. Steel pile tips, custom X
### WASHINGTON STATE PREVAILING WAGE RATES - EFFECTIVE 03/03/06
### METAL FABRICATION (IN SHOP)

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<th>Over Time Code</th>
<th>Holiday Code</th>
<th>Note Code</th>
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#### Counties Covered:
Adams, Asotin, Columbia, Douglas, Ferry, Franklin, Garfield,
Kittitas, Lincoln, Okanogan, Pend Oreille, Stevens, Walla Walla and Whitman

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#### Counties Covered:
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#### Counties Covered:
Chelan

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#### Counties Covered:
Clallam, Grays Harbor, Island, Jefferson,
Lewis, Mason, Pacific, San Juan and Skagit

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<td>Counties Covered: Clark</td>
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<td>Layout</td>
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</table>

| Counties Covered: Snohomish |
| Fitter | 15.38 | 1 |
| Welder | 15.38 | 1 |
| Machine Operator | 8.64 | 1 |
| Painter | 9.98 | 1 |
| Laborer | 9.79 | 1 |

| Counties Covered: Spokane |
| Fitter | 12.59 | 1 |
| Welder | 10.80 | 1 |
| Machine Operator | 13.26 | 1 |
| Painter | 10.27 | 1 |
| Laborer | 7.98 | 1 |

| Counties Covered: Thurston |
| Layout | 25.98 | 1R | 5T |
| Fitter | 23.90 | 1R | 5T |
| Welder | 21.83 | 1R | 5T |
| Machine Operator | 18.72 | 1R | 5T |
| Laborer | 15.61 | 1R | 5T |

| Counties Covered: Whatcom |
| Fitter/Welder | 13.81 | 1 |
| Machine Operator | 13.81 | 1 |
| Laborer | 9.00 | 1 |

**Supplemental To Wage Rates**

Page 11
## METAL FABRICATION (IN SHOP) 03/03/06

<table>
<thead>
<tr>
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Klickitat, Skamania and Wahkiakum

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WASHINGTON STATE PREVAILING WAGE RATES - EFFECTIVE 03/03/06
FABRICATED PRECAST CONCRETE PRODUCTS

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## Washington State Prevailing Wage Rates - Effective 03/03/06
### Fabricated Precast Concrete Products

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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
STANDARD

PLANS
NOTES

1. AS AN ACCEPTABLE ALTERNATE TO REBAR, WIRE MESH HAVING A MINIMUM AREA OF 0.12 SQUARE INCHES PER FOOT MAY BE USED. WIRE MESH SHALL NOT BE PLACED IN KNOCKOUTS.

2. THE KNOCKOUT DIAMETER SHALL NOT BE GREATER THAN 2". 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 5'.

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

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CATCH BASIN TYPE 1

STANDARD PLAN B-1

APPROVED FOR PUBLICATION

Harold J. Paterfors 07-21-03

Washington State Department of Transportation
CASE 12 A.
(see Note 3)

CASE 12 B.
(see Note 7)

CASE 12 C.
(see Note 1)

CASE 12 D.
(see Note 7)

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 3/4" x 3" 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 "IN" shown on the Identification Plate Detail.
   Digits shall be 1/4" MIN height and 3/4" MAX width.
   The plate shall be galvanized after etching.
6. The guardrail identification plate shall be mounted
   on the back side of the Roll Element using the lowest
   splice bolt at the P.C. of the guardrail radius.
7. First letter of case designation placement indicates end
   treatment on side road. 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)

IDENTIFICATION PLATE
(see Note 5)

STND PLAN C-2f
NOTES
1. Type 10 posts shall be 6x8 timber or 6x6s. Type II posts shall be 10x10 timber or 8x8s. For details, see Standard Plan "Beam Guardrail Posts and Blocks."

2. Type 10 guardrail post spacing shall be 6'-3" on center. Type II shall be a maximum of 3'-1½" on center.

THREE BEAM RAIL ELEMENT

THREE BEAM EXPANSION SECTION

BEAM GUARDRAIL (THREE BEAM)

STANDARD PLAN C-10

TYPE 10 and 11

NOTICE: This plan is subject to change. Changes are not authorized by the Washington State Department of Transportation. A copy of the updated plan may be obtained by contacting the Washington State Department of Transportation.
**NOTES**

1. If the distance from the end of the bridge to the end of the threbeam bridge rail section exceeds 6'-3" using 12'-6" threbeam sections, add a 6'-3" section of threbeam bridge rail to reduce the length to less than 6'-3".

2. When threbeam is installed at the face of the bridge curb, install a Type 2 Aschalt 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 threbeam 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.

---

**GUARDRAIL TRANSITION SECTIONS**

**STANDARD PLAN C-3b**

**Sheet 1 of 2 Sheets**

**APPROACH END TYPE 10**

Threbeam installed at face of bridge curb

**TRAILING END TYPE 11**

Threbeam installed at face of bridge curb

**TRAILING END TYPE 12**

Threbeam installed at face of bridge curb
NOTES

1. Unless otherwise indicated in the contract, the SRT - 350 (12.5, 5 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 - 4.0'
   FLEAT TL2 - 1-6" (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 TL3 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'.

BEAM GUARDRAIL
PAY LIMIT

NON-FLARED TERMINAL PAY LIMIT (SEE NOTE 1)
(SEE NOTES 4 & 5)

10' MIN

EDGE OF WIDENED
EMBANKMENT

0.1 TAPER

20.1 SLOPE OR FLATTER
(RELATIVE TO GRADE)

6 MIN

10.1 SLOPE OR FLATTER

EDGE OF SHOULDER

SEE NOTE 2

GROUND LINE

ELEVATION

BEAM GUARDRAIL
NON-FLARED TERMINAL

STANDARD PLAN C-43e

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Harold J. Petefeso 02-20-03

Washington State Department of Transportation
IMPROVEMENT

PLANS
### Plan Sheet Index

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<tr>
<td>3</td>
<td>Miscellaneous Details and Sections</td>
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<td>4</td>
<td>Bridge Layout and General Notes</td>
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<td>6</td>
<td>Structure Excavation and Proposed Construction Sequence</td>
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<td>7</td>
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### Vicinity Map

- **Project Location:** Marion Drain Road Bridge #421 Replacement C 2971
- **Local Town:** Lateral 1 Rd, W Wapato Rd, Wapato
- **Plan Index, Vicinity Map, Quantities**

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<td>Filling Steel Pile Tip or Shoe</td>
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<td>Crushed Surfacing Top Course</td>
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<td>Seeding, Fertilizing, and Mulching</td>
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<td>ESAC Lead</td>
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<td>Beam Guardrail Transition Section Type 10</td>
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<td>Construction Geotextile for Separation</td>
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<td>Minor Changes</td>
<td>F.A.</td>
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</table>
PROPOSED CONSTRUCTION SEQUENCE

PHASE ONE
1. REMOVE EXISTING SPAN, GUARDRAIL, 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. REMOVE EXISTING FOUNDATIONS.
4. INSTALLI EXISTING PILES.
5. PLACE REMAINING PORTIONS OF EACH ABUTMENT AND ALL SPANS.
6. INSTALL CUMS AND TRAFFIC BARRIER.
7. PLACE APPROACH SLABS.
NEAR INTERIOR DIAPHRAGM

TYPICAL SECTION

FRAMING PLAN

ANCHOR DETAILS

Federal Aid No.
BROS – 2039 (030)

MARION DRAIN ROAD BR #421 REPLACEMENT C2971
Yakima County Washington

FRAMING PLANS AND SECTIONS

S7
TYPICAL SIGN INSTALLATION

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>
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<tr>
<td>1</td>
<td>020-2a</td>
<td>Marion Drain Road: 150' East of Tecumseh Road</td>
<td>36&quot; x 18&quot;</td>
<td>Wood</td>
<td>4&quot; x 4&quot;</td>
<td>20'</td>
<td>T</td>
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<td>411-2A000.3</td>
<td>Marion Drain Road: 75' East of Tecumseh Road</td>
<td>60&quot; x 30&quot;</td>
<td>Wood</td>
<td>4&quot; x 4&quot;</td>
<td>20'</td>
<td>T</td>
<td>9' &quot;Bridge Closed 1/2 Mile Ahead&quot;</td>
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<td>3</td>
<td>411-2A000.3</td>
<td>Marion Drain Road: 75' East of Tecumseh Road</td>
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<td>Wood</td>
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<td>4</td>
<td>220-3</td>
<td>Marion Drain Road, 2000' West of Barricades</td>
<td>48&quot; x 48&quot;</td>
<td>Wood</td>
<td>4&quot; x 4&quot;</td>
<td>16'</td>
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<td>Wood</td>
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<td>8</td>
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<td>10'</td>
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<td>Marion Drain Road, 475' West of Bridge</td>
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**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.

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