CONTRACT DOCUMENTS

For:

OLDEN WAY ROAD CLOSURE PROJECT

(Yakima County Project No. TS 3130)

Federal Aid Project No. STPX-39JQ(001)
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EXHIBIT A-WSDOT

PLANS: TS 3130
CERTIFICATE

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

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

DELIVERY OF PROPOSALS

Sealed bids will be received at the following location before the specified time:
Yakima County Road Engineer’s Office, Fourth Floor, Yakima County Courthouse, 128 North 2nd Street, Yakima, Washington 98901 until 2:00 p.m. of the bid opening date.

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

All bids shall be submitted on form authorized by the County. Any Bids submitted on forms marked “informational” or otherwise watermarked shall be considered irregular and will be rejected. Bidders wishing to submit Bids, should contact the Yakima County’s Road Engineer’s Office at the address below to request authorized Bid Documents.

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

DATE OF OPENING BIDS
The bid opening date for this project shall be September 1, 2009.
The bids shall be publicly opened and read after 2:00 p.m. on that date at the following location:

Yakima County Road Engineer’s Office, Fourth Floor, Yakima County Courthouse, 128 North 2nd Street, Yakima, Washington 98901.

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

PROPOSAL GUARANTEE:
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.

Yakima County in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it shall affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises shall be afforded full opportunity to submit bids in response to this invitation and shall not be discriminated against on the grounds of race, color or national origin in consideration for an award.
PROPOSAL
This certifies that the undersigned has examined the location of the noted project:
Project # TS-3130: OLDENWAY ROAD CLOSURE

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

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>COST</th>
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<td>PROJECT TEMPORARY TRAFFIC CONTROL</td>
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<td>3</td>
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<tr>
<td>10</td>
<td>SILT FENCE</td>
<td>L.F.</td>
<td>200</td>
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<td>1</td>
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<td>12</td>
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<td>MINOR CHANGE</td>
<td>F.A.</td>
<td>EST.</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
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</table>

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

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER
PROPOSAL – Continued

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

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

CASH [ ] IN THE AMOUNT OF ________________

CASHIER’S CHECK [ ] ___________________________ DOLLARS

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

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

Bidder acknowledges receipt of the following Addendums:

No. Date

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

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Title:

Firm Name:

Address:

Phone No.:

Washington Registration No.:

Federal ID Tax No.:

U.B.I. No.:

E-Mail:

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

_________________________

NOTARY PUBLIC

My appointment expires __________________________ (Seal and Stamp)

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

(2) Please refer to Section 1-02.6 of the Standard Specifications, re: “Preparation of Proposal” or “Article 4” of the Instruction to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications TS 3130.
LETTER OF RESPONSIBILITY

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

Dear Sirs:

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

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

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

DESCRIPTION OF WORK:

Project # TS 3130: OLDENWAY ROAD CLOSURE

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:

1-800-424-9071

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

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

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

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

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

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

Name and Title of Authorized Representative

Signature Date
CONTRACT

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

“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 and equipment for TS 3130 – Olden Wet Road
Closure Project, and shall perform any changes in the work in accordance with the Contract Documents.

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.

VI. The parties agree that, for the purpose of this agreement, the CONTRACTOR is an independent contractor and neither the CONTRACTOR nor any employee of the CONTRACTOR is an employee of the COUNTY. Neither the CONTRACTOR nor any employee of the CONTRACTOR is entitled to any benefits that the COUNTY provides its employees. The CONTRACTOR is solely responsible for payment of any statutory workers compensation or employer’s liability insurance as required by state law.

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

Executed by the CONTRACTOR, 20

CONTRACTOR

Signature

Print or Type Name of Person Signing

AT

Ferengi, Contract approved and ratified, 20

BOARD OF YAKIMA COUNTY COMMISSIONERS

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner

ATTEST: Clerk of the Board

Christina S. Steiner

Approved as to form:

Deputy Prosecuting Attorney
PERFORMANCE BOND
(RCW 39.08)

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

THE CONDITION of this bond is such that WHEREAS, on ______________________, 20___, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of TS 3130: OLDENWAY ROAD CLOSURE 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 said 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: ______________________________

Chair of the Board of
Yakima County Commissioners

SURETY

By: ________________________________

Attorney in Fact

Approved as to form:

Deputy Prosecuting Attorney

Name of Local Office of Agent

Address of Local Office Agent

BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER
Certification for Federal-Aid Contracts

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

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

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

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

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

TS 3130-OLDEN WAY ROAD CLOSURE PROJECT

YAKIMA COUNTY, WASHINGTON

INTRODUCTION

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

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

SECTION 1-03, AWARD AND EXECUTION OF CONTRACT

April 7, 2008

1-03.1 Consideration of Bids

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

1-03.1(1) Tied Bids

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

SECTION 1-04, SCOPE OF THE WORK

April 7, 2008

1-04.4(1) Minor Changes

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

Payments or credits for changes amounting to $15,000 or less may be made under the bid item "Minor Change."
1-04.5 Procedure and Protest by the Contractor
In the second paragraph, number 2, the reference to 7 calendar days is revised to 14 calendar days.

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

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

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

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

1-05.12 Final Acceptance
The second paragraph is revised to read:
The Contractor agrees that neither completion nor final acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect the Contracting Agency against any claim or loss resulting from the failure of the Contractor (or the subcontractors or lower tier subcontractors) to pay all laborers, mechanics, subcontractors, material persons, or any other person who provides labor, supplies, or provisions for carrying out the Work or for any payments required for unemployment compensation under Title 50 RCW or for industrial insurance and medical aid required under Title 51 RCW.

SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC
August 3, 2009

1-07.2(2) State Sales Tax: Work on State-Owned or Private Land
The following new paragraph is inserted in front of the first paragraph:

State Department of Revenue Rule 170 and its related rules apply for this section.

1-07.5(1) General
The following new paragraph is inserted after the first paragraph:
The Contractor shall be responsible to immediately report to the Engineer any deviation from the contract provisions pertaining to environmental compliance, including but not limited to spills, unauthorized fill in waters of the State including wetlands, water quality standards, noise, air quality, etc.
1-07.5(2) State Department of Fish and Wildlife

The following new numbered item is inserted after number 8.:

9. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result of project activities, fish are observed in distress, or a fish kill occurs.

1-07.5(3) State Department of Ecology

Number 4. is supplemented with the following:

These include, but are not limited to petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.

1-07.8 High Visibility Apparel

This section is revised to read:

The Contractor shall require all personnel under their control (including service providers, Subcontractors and lower tier Subcontractors) that are on foot in the work zone and are exposed to vehicle traffic or construction equipment to wear the high visibility apparel described in this Section.

The Contractor shall ensure that a competent person as identified in the MUTCD selects the appropriate high-visibility apparel suitable for the job-site conditions.

High visibility garments shall always be the outermost garments.

High visibility garments shall be in a condition compliant with the ANSI 107-2004 and shall be used in accordance with manufacturer recommendations.

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

1-07.8(1) Traffic Control Personnel

All personnel performing the Work described in Section 1-10 (including traffic control supervisors, flaggers, spotters, and others performing traffic control labor of any kind), shall comply with the following:

1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107-2004 Class 2 or 3 vest or jacket, and hardhat meeting the high visibility headwear requirements of WAC 296-155-305; and

2. During hours of darkness (1/2-hour before sunset to 1/2-hour after sunrise) or other low visibility conditions (snow, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107-2004 Class 2 or 3 vest or jacket, high visibility lower garment meeting ANSI/ISEA 107-2004 Class E, and hardhats meeting the high visibility headwear requirements of WAC 296-155-305.
1-07.8(2) Non-Traffic Control Personnel
All personnel, except those performing the Work described in Section 1-10, shall wear high visibility apparel meeting the ANSI/ISEA 107-2004 Class 2 or 3 standard.

1-07.9(1) General
The following new paragraph is inserted to follow the sixth paragraph:

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition “Contractor” in WAC 296-127-010, complies with all the requirements of RCW 39.12.

This section is supplemented with the following:

Listing Recovery Act (and Other) New Hire Opportunities With the Employment Security Department
There are many talented people currently unemployed. As the signs on Contracting Agency projects advertise the Recovery Act is about creating jobs and putting people back to work. As a companion effort the Employment Security Department has been charged with giving people the opportunity to compete for these jobs. Their tool for doing so is Work Source. Work Source is a free service located across the State that screens, shortlists and refers qualified candidates.

Work Source employees are aware that the Contractor has other commitments as part of general business practices and as part of the Contract. Contractors may be subject to hiring commitments such as Equal Employment Opportunity or union commitments. However, utilizing Work Source can be an essential effort as part of their various good faith efforts.

Work Source is a resource that is available across the State. Contractors who have been awarded WSDOT Contracts shall be prepared to discuss their recruitment plans and how Work Source will be incorporated into that effort at the preconstruction conference. Work Source has a simple process for requesting and reporting new hires.

The Contractor may contact the ARRA Business Unit at 877-453-5906 (toll free) or ARRA@esd.wa.gov. There is additional information available on the website; https://fortress.wa.gov/esd/worksource/.

1-07.15 Temporary Water Pollution/Erosion Control
This section is supplemented with the following:

Storm water or dewatering water that has come in contact with concrete rubble, concrete pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed to enter waters of the state. If pH exceeds 8.5, the Contractor shall immediately discontinue work and initiate treatment according to the plan to lower the pH. Work may resume, with treatment, once the pH of the storm water is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters.
High pH process water shall not be discharged to waters of the state. Unless specific measures are identified in the Special Provisions, high pH process water may be infiltrated, dispersed in vegetation or compost, or pumped to a sanitary sewer system. Water being infiltrated or dispersed shall have no chance of discharging directly to waters of the state, including wetlands or conveyances that indirectly lead to waters of the state. High pH process water shall be treated to within a range of 6.5 to 8.5 pH units prior to infiltration to ensure the discharge does not cause a violation of groundwater quality standards. If water is pumped to the sanitary sewer, the Contractor shall provide a copy of permits and requirements for placing the material into a sanitary sewer system prior to beginning the work. Process water may be collected and disposed of by the Contractor off the project site. The Contractor shall provide a copy of the permit for an approved waste site for the disposal of the process water prior to the start of work which generates the process water.

1-07.15(1) Spill Prevention, Control and Countermeasures Plan

This section is revised to read:

The Contractor shall prepare a project-specific spill prevention, control, and countermeasures plan (SPCC Plan) that will be used for the duration of the project. The Contractor shall submit the plan to the Project Engineer no later than the date of the preconstruction conference. No on-site construction activities may commence until WSDOT accepts an SPCC Plan for the project.

The term “hazardous materials”, as used in this Specification, is defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M31-11). Occupational safety and health requirements that may pertain to SPCC Plan implementation are contained in but not limited to WAC 296-824 and WAC 296-843.

Implementation Requirements

The SPCC Plan shall be updated by the Contractor throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. All project employees shall be trained in spill prevention and containment, and shall know where the SPCC Plan and spill response kits are located and have immediate access to them.

If hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. The Contractor shall supply and maintain spill response kits of appropriate size within close proximity to hazardous materials and equipment.

The Contractor shall implement the spill prevention measures identified in the SPCC Plan before performing any of the following:

1. Placing materials or equipment in staging or storage areas.
2. Refueling, washing, or maintaining equipment.
SPCC Plan Element Requirements
The SPCC Plan shall set forth the following information in the following order:

1. Responsible Personnel
   Identify the name(s), title(s), and contact information for the personnel responsible for implementing and updating the plan, including all spill responders.

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

3. Project and Site Information
   Describe the following items:

   A. The project Work.

   B. The site location and boundaries.

   C. The drainage pathways from the site.

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

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

   A. Name of material and its intended use.

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

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

   D. Decontamination location and procedure for equipment that comes into contact with the material.

   E. Disposal procedures.

5. Pre-Existing Contamination
   Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract documents. Identify equipment and work practices that will be used to prevent the release of contamination.
6. Spill Prevention and Response Training
Describe how and when all personnel (including refueling contractors and Subcontractors) will be trained in spill prevention, containment and response in accordance with the Plan. Describe how and when all spill responders will be trained in accordance with WAC 296-824.

7. Spill Prevention
Describe the following items:

A. Spill response kit contents and location(s).

B. Security measures for potential spill sources.

C. Secondary containment practices and structures for all containers to handle the maximum volume of potential spill of hazardous materials.

D. Methods used to prevent storm water from contacting hazardous materials.

E. Site inspection procedures and frequency.

F. Equipment and structure maintenance practices.

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

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

8. Spill Response
Outline the response procedures the Contractor will follow for each scenario listed below. Include a description of the actions the Contractor shall take and the specific, on-site, spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, and clean up and dispose of spilled and contaminated material.

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

B. Storm water that has come into contact with hazardous materials.

C. A release or spill of any pre-existing contamination and contaminant source described in 5, above.
D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

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

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

9. Project Site Map
   Provide a map showing the following items:
   
   A. Site location and boundaries.
   B. Site access roads.
   C. Drainage pathways from the site.
   D. Nearby waterways and sensitive areas.
   E. Hazardous materials, equipment, and decontamination areas identified in 4, above.
   F. Pre-existing contamination or contaminant sources described in 5, above.
   G. Spill prevention and response equipment described in 7 and 8, above.

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

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

"SPCC Plan", lump sum.

When the written SPCC is accepted by WSDOT, the Contractor shall receive 50-percent of the lump sum Contract price for the plan.

The remaining 50-percent of the lump sum price will be paid after the materials and equipment called for in the plan is mobilized to the project.

The lump sum payment for "SPCC Plan" shall be full pay for:
1. All costs associated with creating the accepted SPCC Plan.

2. All costs associated with providing and maintaining the on-site spill prevention equipment described in the accepted SPCC Plan.

3. All costs associated with providing and maintaining the on-site standby spill response equipment and materials described in the accepted SPCC Plan.

4. All costs associated with implementing the spill prevention measures identified in the accepted SPCC Plan.

5. All costs associated with updating the SPCC Plan as required by this Specification.

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

1-07.16(2) Vegetation Protection and Restoration
The last sentence in the first paragraph is revised to read:

The Engineer will designate the vegetation to be saved and protected by a site preservation line, high visibility fencing, or individual flagging.

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

1-07.16(2)A Wetland and Sensitive Area Protection
Existing wetland and other environmentally sensitive areas, where shown in the Plans or designated by the Engineer, shall be saved and protected through the life of the Contract. When applicable, a site preservation line has been established as a boundary between work zones and sensitive environmental areas.

The Contractor shall install high visibility fence as shown in the Plans or designated by the Engineer in accordance with 8-01.3(1). The areas to be protected include critical environmental areas, buffer zones, and other areas of vegetation to be preserved. The Contractor shall keep areas identified by the site preservation lines free of construction equipment, construction materials, debris, and runoff. No access, to include but not limited to excavation, clearing, staging, or stockpiling shall be performed inside the protected area.

1-07.16(4) Archaeological and Historical Objects
This section is supplemented with the following new sub-section:

1-07.16(4)A Inadvertent Discovery of Human Skeletal Remains
If human skeletal remains are encountered by the Contractor, they shall not be further disturbed. The Contractor shall immediately notify the Engineer of any such finds, and shall cease all work adjacent to the discovery, in an area adequate to provide for the total
security and protection of the integrity of the skeletal remains. The Engineer may require the Contractor to suspend Work in the vicinity of the discovery until final determinations and removal of the skeletal remains is completed.

If the Engineer finds that the suspension of Work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the Work under this Contract, the Engineer will make an adjustment in payment or the time required for the performance of the Work in accordance with Sections 1-04.4 and 1-08.8.

1-07.17(2) Utility Construction, Removal or Relocation by Others
The first sentence in the second paragraph is revised to read:

If the Contract provides notice that utility work (including furnishing, adjusting, relocating, replacing, or constructing utilities) will be performed by others during the prosecution of the Work, the Special Provisions will establish the utility owners anticipated completion.

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

When others delay the Work through late performance of utility work, the Contractor shall adhere to the requirements of Section 1-04.5.

1-07.23 Public Convenience and Safety
This section is revised to read:

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect the life, health, and safety of the public, and to protect property in connection with the performance of the Work covered by the Contract. The Contractor shall perform any measures or actions the Engineer may deem necessary to protect the public and property. The responsibility and expense to provide this protection shall be the Contractor’s except that which is to be furnished by the Contracting Agency as specified in other sections of these Specifications. Nothing contained in this Contract is intended to create any third-party beneficiary rights in favor of the public or any individual utilizing the Highway facilities being constructed or improved under this Contract.

1-07.23(1) Construction Under Traffic
The second sentence in the second paragraph is revised to read:

The Contractor shall maintain existing roads, streets, sidewalks, and paths within the project limits, keeping them open, and in good, clean, safe condition at all times.

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

The Contractor shall also maintain roads, streets, sidewalks, and paths adjacent to the project limits when affected by the Contractor's operations.

The final paragraph in this section is deleted.
1-07.23(2) Construction and Maintenance of Detours
Number 1. under the first paragraph is revised to read:

Detours and detour bridges that will accommodate traffic diverted from the Roadway, bridge, sidewalk or path during construction,

SECTION 1-08, PROSECUTION AND PROGRESS
August 3, 2009

1-08.1 Subcontracting
Item (2) in the first sentence of the seventh paragraph is revised to read:

(2) Delivery of these materials to the Work site in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies hired by those commercial plants.

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

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

1-08.4 Prosecution of Work
This section is supplemented with the following:

When shown in the Plans, the first order of work on this project shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in are place in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

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

A nonworking day is defined as a Saturday, a Sunday, a whole or half day on which the Contract specifically prohibits Work on the critical path of the Contractor’s approved progress schedule, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.
1-08.6 Suspension of Work

The first paragraph is revised to read:

The Engineer may order suspension of all or any part of the Work if:

1. Unsuitable weather that prevents satisfactory and timely performance of the Work; or

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

3. It is in the public interest.

1-08.7 Maintenance During Suspension

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

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

The fifth paragraph is revised to read:

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

The seventh paragraph is revised to read:

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

SECTION 1-09, MEASUREMENT AND PAYMENT

April 7, 2008

1-09.9 Payments

The first paragraph is supplemented with the following:

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

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

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

The third paragraph is supplemented with the following:

The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.9(1) Retainage
In the fourth paragraph, number 1, the reference to $20,000 is revised to read $35,000.

SECTION 1-10, TEMPORARY TRAFFIC CONTROL
August 3, 2009

1-10.1(2) Description
The following new paragraph is inserted after the second paragraph:

Unless otherwise permitted by the Contract or approved by the Project Engineer, the Contractor shall keep all existing pedestrian routes and access points (including sidewalks, paths and crosswalks) open and clear at all times.

The second and third sentences in the third paragraph are revised to read:

The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to warn and protect the public at all times from injury or damage as a result of the Contractor’s operations which may occur on or adjacent to Highways, roads, streets, sidewalks or paths. No Work shall be done on or adjacent to any Traveled Way until all necessary signs and traffic control devices are in place.

1-10.2(1) General
The second sentence in the third paragraph is revised to read:

Possession of a current TCS card and flagging card by the primary and alternate TCS is mandatory.

1-10.2(1)B Traffic Control Supervisor
In number 1. under the third paragraph, the reference to the book Quality Guidelines for Work Zone Traffic Control Devices is revised to Quality Guidelines for Temporary Traffic Control Devices.

In number 2. under the third paragraph, the second sentence is revised to read:

Traffic control devices shall be inspected at least once per hour during working hours except that Class A signs need to be checked only once a week and nighttime lighting need to be checked only once a shift.
1-10.2(2) Traffic Control Plans

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

The traffic control plan or plans appearing in the Contract documents show a method of handling vehicle, bicycle and pedestrian traffic.

In the third sentence of the second paragraph, the reference to "MUTCD, Part VI" is revised to "MUTCD, Part 6".

1-10.2(3) Conformance to Established Standards

The second paragraph is revised to read:

In addition to the standards of the MUTCD described above, the Contracting Agency has crashworthiness requirements for most workzone devices. The National Cooperative Highway Research Project (NCHRP) Report 350 has established requirements for crash testing. Workzone devices are divided into four categories. Each of those categories is described below:

In the paragraph that begins with "Category 2", the second sentence is revised to read:

Examples of this class are barricades, portable sign supports and signs.

1-10.3(1) Traffic Control Labor

The second paragraph is revised to read:

Vests and other high visibility apparel shall be in conformance with Section 1-07.8.

1-10.3(1A) Flaggers and Spotters

The following is inserted after the fifth sentence of the second paragraph:

Flagger station illumination shall meet the requirements of the MUTCD and these specifications.

The Contractor shall provide portable lighting equipment capable of sufficiently illuminating a flagger and their station without creating glare for oncoming motorists, yet will meet the mobility requirements of the operation. The lighting stations shall be located on the same side of the roadway as the flagger and aimed either parallel or perpendicular to the traveled lanes to minimize glare. The lighting devices shall be located 5 to 10 feet from the edge of the travel lane with a mounting height of 15 to 25 ft above the ground. The flagger should be visible and discernable as a flagger from a distance of 1000 feet.

The fourth sentence of the fourth paragraph is revised to read:

The duties of a spotter shall not include flagging and the use of a flagging paddle while performing spotting duties is not allowed.
1-10.3(2)B Rolling Slowdown

The first two paragraphs are deleted and replaced with the following:

Rolling slowdown traffic control operations are not to be used for routine work that can be addressed by standard lane or shoulder closure traffic control. When a short-term roadway closure is needed for an infrequent, non-repetitive work operation such as a sign bridge removal, or utility wire crossing, the Contractor may implement a rolling slowdown on a multi-lane roadway, as part of an approved traffic control plan.

The Contractor shall submit for approval a traffic control plan detailing the expected delay time, interchange ramp control and rolling slowdown distance. A portable changeable message sign shall be placed ahead of the starting point of the traffic control to warn traffic of the slowdown. The sign shall be placed far enough ahead of the Work to avoid any expected backup of vehicles.

A rolling slowdown shall use traffic control vehicles with flashing amber lights. At least one traffic control vehicle will be used for every two lanes to be slowed, plus a control vehicle will serve as a following (chase) vehicle for traffic ahead of the blockade. The traffic control vehicles shall enter the roadway and form a moving blockade to reduce traffic speeds and create a clear area ahead of the blockade in which to accomplish the work without a total stoppage of traffic.

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

The following is inserted in front of item 1. of the first paragraph:

A portable changeable message sign shall be established in advance of the operation, far enough back to provide warning of both the operation and of any queue of traffic that has formed during the operation.

The second paragraph is revised to read:

Once the lane is closed, the TMA/arrow board combination shall be replaced with an arrow board without attenuator.

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

A truck-mounted attenuator with arrow board is required during the process of closing each additional lane and is to be replaced with an arrow board without attenuator after the lane is closed.

1-10.3(2)D Mobile Operations

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

Where construction operations are such that movement along the length of a Roadway is continuous or near-continuous to the extent that a stationary traffic control layout will not be effective, the Contractor may implement a moving, or mobile, traffic control scheme.
1-10.3(3)A Construction Signs

The third paragraph is revised to read:

All existing signs, new permanent signs installed under this Contract, and construction signs installed under this Contract that are inappropriate for the traffic configuration at a given time shall be removed or completely covered in accordance with Section 8-21.3(3).

The seventh sentence of the fourth paragraph is revised to read:

Class B construction signs are those signs that are placed and removed daily, or are used for short durations which may extend for one to three days.

The fourth paragraph is supplemented with the following:

Tripod mounted signs in place more than three days in any one location, unless approved by the Engineer, shall be required to be post mounted and shall be classified as Class A construction signs.

The fifth paragraph is revised to read:

Where it is necessary to add weight to signs for stability, sand bags or other similar ballast may be used but the height shall not be more than 4-inches above the Roadway surface, and shall not interfere with the breakaway features of the device. The Contractor shall follow the manufacturer’s recommendations for sign ballasting.

1-10.3(3)B Sequential Arrow Signs

The second and third sentences of the first paragraph are deleted.

1-10.3(3)C Portable Changeable Message Sign

The second sentence of the first paragraph is deleted.

1-10.3(3)D Barricades

The second paragraph is revised to read:

Where it is necessary to add weight to barricades for stability, sand bags or other similar ballast may be used but the height shall not be more than 4-inches above the Roadway surface and shall not interfere with the breakaway features of the device. The Contractor shall follow the manufacturer’s recommendation for sign ballasting.

1-10.3(3)E Traffic Safety Drums

The second paragraph is revised to read:

Used drums may be utilized, provided all drums used on the project are of essentially the same configuration and the devices conform to Section 1-10.2(3).

1-10.3(3)G Traffic Cones

This section including title is revised to read:
1-10.3(3)G Traffic Cones and Tall Channelizing Devices
Where shown on an approved traffic control plan or where ordered by the Engineer, the Contractor shall provide, install and maintain traffic cones or tall channelizing devices. Cones and tall channelizing devices shall be kept in good repair and shall be removed immediately when directed by the Engineer. Where wind or moving traffic frequently displaces cones, an effective method of stabilizing them, such as stacking two together at each location, shall be employed or heavier weighted bases may be necessary.

1-10.3(3)J Truck-Mounted Attenuator
This section is supplemented with the following:

A TMA may be used in lieu of a temporary impact attenuator when approved by the Engineer as part of a stage traffic control shift to protect an object such as blunt barrier end, or bridge pier column that is located within the work zone clear zone. This use of a TMA is restricted to a maximum of 3 days or approved extension by the Engineer.

1-10.3(3)K Portable Temporary Traffic Control Signal
The first paragraph is revised to read:

Where shown on an approved traffic control plan, the Contractor shall provide, operate, maintain and remove a portable temporary traffic control signal system to provide alternating one-lane traffic operations on a two-way facility. A portable temporary traffic control signal system shall be defined as two traffic control units that operate together. The system shall be trailer mounted, fully self-contained and designed so that it can be easily transported and deployed at different locations.

The third sentence in the second paragraph is deleted.

The following is inserted in front of the sixth paragraph:

The Traffic Control Supervisor shall monitor and insure that the Portable Temporary Traffic Control Signal is fully operational and maintained as specified by the manufacturer. This Work may include cleaning and replacing lamps and other routine maintenance as needed.

1-10.4(2) Item Bids with Lump Sum for Incidentals
The unit of measurement statement for “Portable Changeable Message Sign” is revised to read:

“Portable Changeable Message Sign” will be measured by the hour for the time that each sign is operating as shown on an approved Traffic Control Plan.

The unit of measurement statement for “Operation of Portable Changeable Message Sign” is deleted.

The unit of measurement statement for “Portable Temporary Traffic Control Signal” is revised to read:
No specific unit of measurement will apply to the lump sum item of "Portable Temporary Traffic Control Signal".

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

"Project Temporary Traffic Control", lump sum.

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

1-10.5(2) Item Bids with Lump Sum for Incidental
The unit of measure for “Portable Changeable Message Sign” is revised to “per hour”.

The bid item “Operation of Portable Changeable Message Sign” and the associated paragraph are deleted.

The unit of measure for the bid item “Portable Temporary Traffic Control Signal,” is revised to lump sum.

The paragraph following “Portable Temporary Traffic Control Signal,” is revised to read:

The lump sum Contract price shall be full compensation for all costs of labor, materials and equipment incurred by the Contractor in performing the Contract Work as described in Section 1-10.3(3)K, including all costs for traffic control during manual control, adjustment, malfunction, or failure of the portable traffic control signals and during replacement of failed or malfunctioning signals.

SECTION 8-11, GUARDRAIL
August 3, 2009

8-11.3(1)C Erection of Rail
The fourth sentence in the first paragraph is revised to read:

Except in Weathering Steel Beam Guardrail, all holes shall be painted with 2 coats of paint conforming to Section 9-08.1(2)B.

8-11.3(4) Removing Guardrail and Guardrail Anchor
The following is inserted after the third sentence in the first paragraph:

The embedded anchors attaching guardrail posts and guardrail terminal sections specified for removal to existing concrete Structures shall be removed a minimum of one inch beneath the existing concrete surface. The void left by removal of the embedded anchors shall be coated with epoxy bonding agent and filled with grout. The epoxy bonding agent shall be Type II conforming to Section 9-26.1 with the grade and class as
recommended by the epoxy bonding agent manufacturer and as approved by the Engineer. The grout shall consist of cement and fine aggregate mixed in the proportions to match the color of the existing concrete surface as near as practicable.

8-11.3(5) Raising Guardrail
The fourth sentence in the second paragraph is revised to read:

When existing guardrail posts are galvanized steel, the new drill holes shall be painted with 2 coats of paint conforming to Section 9-08.1(2)B.

SECTION 8-12, CHAIN LINK FENCES AND WIRE FENCE
August 3, 2009

8-12.3(1)A Posts
All references to “Type 3 fence” in the second and third paragraphs are revised to read “Type 3 and Type 4 fences”.

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

Gate and pull posts shall be braced to the adjacent brace, end, or corner post(s) in the manner shown in the Standard Plans.

The tenth paragraph is revised to read:

All posts for chain link fence Types 1 and 6 shall be fitted with an approved top cap designed to fit securely over the post to support the top rail. All round posts for chain link fence Types 3 and 4 shall have approved top caps fastened securely to the posts. The base of the top cap fitting for round posts shall feature an apron around the outside of the posts.

8-12.3(1)C Tension Wire
This section including title is revised to read:

8-12.3(1)C Tension Wire and Tension Cable
Tension Wires shall be attached to the posts as detailed in the Standard Plans or as approved by the Engineer.

Tension Cables shall be installed in accordance with Section 8-25.3(5).

8-12.3(1)D Chain Link Fabric
The following new paragraph is inserted in front of the first paragraph:

Attach the chain link fabric after the cables and wires have been properly tensioned and/or the top rail has been installed.

The third and fourth sentences in the third paragraph are revised to read:
Fastening to posts shall be with tie wire, metal bands, or other approved method attached at 14-inch intervals. The top and bottom edge of the fabric shall be fastened with tie wires to the top rail, and with hog rings to the tension cable or top and bottom tension wires as may be applicable, spaced at 24-inch intervals.

8-12.3(1E) Chain Link Gates
The second sentence in the second paragraph is revised to read:

The clean areas shall then be painted with 2 coats of paint conforming to Section 9-08.1(2)B.

SECTION 8-21, PERMANENT SIGNING
August 3, 2009

8-21.3(4) Sign Removal
The following two new paragraphs are inserted after the first sentence in the first paragraph:

Sign Structures shall include sign bridges, cantilever sign Structures, bridge mounted sign brackets, and any other sign mounting structure shown in the Plans to be removed by the Contractor.

The embedded anchors attaching signs and sign Structures specified for removal to existing concrete Structures shall be removed a minimum of one inch beneath the existing concrete surface. The void left by removal of the embedded anchors shall be coated with epoxy bonding agent and filled with grout. The epoxy bonding agent shall be Type II conforming to Section 9-26.1 with the grade and class as recommended by the epoxy bonding agent manufacturer and as approved by the Engineer. The grout shall consist of cement and fine aggregate mixed in the proportions to match the color of the existing concrete surface as near as practicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Tops of foundations shall be finished to final ground line, unless otherwise shown in the Plans or staked by the Engineer.

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

3. Concrete shall be Class 3000.

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

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

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

8-21.3(9)G Identification Plates
The first and second sentences of this section are deleted.

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

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

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

8-21.3(12) Steel Sign Posts
This section is revised to read:
For roadside sign structures on Type – A or B bases, the Contractor shall use the following procedures and manufacturer’s recommendations:

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

2. The Contractor shall shim as necessary to plumb the steel sign posts.

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

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

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

SECTION 8-25, GLARE SCREEN
January 7, 2008

8-25.3(1) Glare Screen Fabric
The second sentence in the second paragraph is revised to read:

Fastening to end, corner, and pull posts shall be with stretcher bars and fabric bands spaced at 1-foot intervals.

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

Fabric shall be securely fastened to line and brace posts with tie wires, metal bands, or other approved methods, attached at 14-inch intervals.

8-25.3(5) Tension Cables
The following new paragraph is inserted in front of the first paragraph:

Fasten the tension cables after the posts have been installed and those set in concrete have sufficiently cured.

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

The top of the pull posts shall be braced diagonally to the bottom of the end, corner, or brace posts with a short length of cable as shown in the Standard Plans.

This section is supplemented with the following:

Attach U-bolt wire rope clips to the cable ends by placing the base (saddle) of the clip against the live end of the cable, while the “U” of the bolt presses against the dead end.
Two clips shall be used per end, spaced a minimum of six cable diameters apart with a wire rope thimble placed securely in the loop eye to prevent kinking.

8-25.3(6) Fittings, Attachments and Hardware
The first paragraph is deleted.

The second paragraph is revised to read:

A galvanized iron strap 1/4-inch in thickness by 2-inches in width, formed as shown in the Standard Plans, shall be provided for the attachment of eye bolts and eye nuts to the base and top of the H column posts in order to take the strain of the cable tension off the web of the H column. The straps are required between any tension cable fitting and the H column, one per side, unless the screen post is mounted to a guardrail post, then a strap is only required on the outside (nut side) face. The straps are only required at tension cable attachment locations.

SECTION 9-09, TIMBER AND LUMBER
January 7, 2008

9-09.1 General Requirements
This section is revised to read:

All timber and lumber shall be sized as indicated in the Plans.

All timber and lumber to be painted shall be surfaced on all sides. All timber and lumber to be painted shall be thoroughly air or kiln dried to an equilibrium moisture content and shall be stored in such a manner as to remain in a thoroughly dry condition until placed into the work.

9-09.2 Grade Requirements
This section is revised to read:

Timber and lumber shall conform to the grades and usage listed below.

Timber and lumber 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

For structures, all material delivered to the project shall bear a grade stamp and have a grading certificate. The grade stamp and grading certificate will 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. The grading certificate shall be issued by either the grading bureau whose stamp is shown on the material, or by the lumber mill, which shall 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 Guardrail Posts and Blocks, Sign Posts, Mileposts, Sawed Fence Posts, and Mailbox
Posts, the material delivered to the project shall either bear a grade stamp on each piece
or have a grading certificate as defined above. The grade stamp or grading certificate
shall not constitute final acceptance of the material. The Engineer may reject any or all
of the timber or lumber that does not comply with the specifications or has been
damaged during shipping or upon delivery.

9-09.2(1) Surfacing and Seasoning
This section including title is revised to read:

9-09.2(1) Structures
All timber and lumber for structures shall be Douglas Fir-Larch unless specified
otherwise in the contract, and shall conform to the following:

| Materials 2’’ to 4’’ nominal thick, 5’’ nominal and wider (Structural Joists and Planks) | No. 1 and better, grade (Section 123-b of WCLIB) or (Section 62.11 of WWPA) |
| Materials 5’’ nominal and thicker (Beams and Stringers) | No. 1 and better, grade (Section 130-b of WCLIB) or (Section 70.11 of WWPA) |

Timber lagging for soldier pile walls shall be Douglas Fir-Larch, grade No. 2 or better or
Hem-Fir No. 1.

When the material is delivered to the project, the Engineer will check the order for the
appropriate grade stamp. The invoice and grading certificate accompanying the order
must be accurate and complete with the information listed above. The grading certificate
and grade markings shall not constitute final acceptance of the material. The Engineer
may reject any or all of the timber or lumber that does not comply with the specifications
or has been damaged during shipping or upon delivery.

9-09.2(2) Vacant
This section including title is revised to read:
9-09.2(2) Guardrail Posts and Blocks

Timber and lumber for guardrail posts and blocks (classified as Posts and Timbers) shall conform to the species and grades listed below.

<table>
<thead>
<tr>
<th>Material</th>
<th>Grade Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Douglas Fir</td>
<td>No. 1 and better, grade (Section 131-b WCLIB) or (Section 80.11 WWPA)</td>
</tr>
<tr>
<td>Hem Fir</td>
<td>Select Structural, grade (Section 131-a WCLIB) or (Section 80.10 WWPA)</td>
</tr>
<tr>
<td>Southern Yellow Pine</td>
<td>No. 1 and better, grade (Southern Pine Inspection Bureau)</td>
</tr>
</tbody>
</table>

When the material is delivered to the project, the Engineer will check the order for the appropriate grade stamp. The grade markings shall not constitute final acceptance of the material. The Engineer may reject any or all of the timber or lumber that does not comply with the specifications or has been damaged during shipping or upon delivery.

9-09.2(3) Inspection

This section including title is revised to read:

9-09.2(3) Sign Posts, Mileposts, Sawed Fence Posts, and Mailbox Posts

The allowable species of timber and lumber for signposts, and mileposts shall be Douglas Fir-Larch or Hem Fir. Timber and lumber for sawed fence posts and mailbox posts shall be Western Red Cedar, Douglas Fir-Larch, or Hem Fir.

Sign posts, mileposts, sawed fence posts, and mailbox posts shall conform to the grades shown below.

<table>
<thead>
<tr>
<th>Size</th>
<th>Grade Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot; × 4&quot;</td>
<td>Construction grade (Light Framing, Section 122-b WCLIB) or (Section 40.11 WWPA)</td>
</tr>
<tr>
<td>4&quot; × 6&quot;</td>
<td>No. 1 and better, grade (Structural Joists and Planks, Section 123-b WCLIB) or (Section 62.11 WWPA)</td>
</tr>
<tr>
<td>6&quot; × 6&quot;, 6&quot; × 8&quot;, 8&quot; × 10&quot;</td>
<td>No. 1 and better, grade (Posts and Timbers, Section 131-b WCLIB) or (Section 80.11 WWPA)</td>
</tr>
<tr>
<td>6&quot; × 10&quot;, 6&quot; × 12&quot;</td>
<td>No. 1 and better, grade (Beams and Stringers, Section 130-b WCLIB) or (Section 70.11 WWPA)</td>
</tr>
</tbody>
</table>
SECTION 9-16, FENCE AND GUARDRAIL  
December 1, 2008

9-16.1(1)A Post Material for Chain Link Fence
The first paragraph is supplemented with the following:

- **Round Post Material**
  Round post material shall be Grade 1 or 2.

- **Roll Form Material**
  Roll-formed post material shall be Grade 1.
  Roll-formed end, corner, and pull posts shall have integral fastening loops to
  connect to the fabric for the full length of each post. Top rails and brace rails shall
  be open rectangular sections with internal flanges as shown in ASTM F1043.

The Round Post Material and Roll Form Material information following the third
paragraph is deleted.

9-16.1(1)B Chain Link Fence Fabric
The first paragraph is revised to read:

Chain link fabric shall consist of 11 gage wire for chain link fence Types 3, 4, and 6, and
9 gage wire for chain link fence Type 1. The fabric shall be zinc-coated steel wire
conforming to AASHTO M 181, Class C. Zinc 5-percent Aluminum-Mischmetal alloy
meeting the requirements of ASTM B 750 may be substituted for zinc coating (hot-
dipped) at the application rate specified by ASSHTO M 181 for hot-dip zinc coating.
Coating for chain link fence fabric shall meet the requirements of ASTM A 817 with
minimum weight of coating of uncoated wire surface 1.0 oz/sq ft (305 g/m2).

9-16.1(1)C Tension Wire
This section including title is revised to read:

9-16.1(1)C Tension Wire and Tension Cable
Tension wire shall meet the requirements of AASHTO M 181. Tension wire galvanizing
shall be Class 1.

Tension cable shall meet the requirements of Section 9-16.6(5).

9-16.1(1)D Fittings and Hardware
This section is supplemented with the following:

Fabric bands and stretcher bars shall meet the requirements of Section 9-16.6(9).

Thimbles, wire rope clips, anchor shackles, and seizing shall meet the requirements of
Section 9-16.6(6).

9-16.1(1)E Chain Link Gates
The first sentence in the first paragraph is revised to read:
Gate frames shall be constructed of not less that 1 1/2-inch (I.D.) galvanized pipe conforming to AASHTO M 181 Type I, Grade 1 or 2 as specified in Section 9-16.1(1)A.

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

All welds shall be ground smooth and painted with an A-9-73 galvanizing repair paint or A-11-99 primer meeting the requirements of Section 9-08.2.

9-16.2(1)A Steel Post Material

The paragraph under Angle Post Material is revised to read:

All angle post material shall be galvanized in accordance with the requirements of AASHTO M 111 except the anchor plate on fence post material shall be grade 55. Angle post used for end, corner, gate and pull post and brace shall have a minimum weight of 3.1 lb/ft.

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

Posts shall not be less than 7-feet in length.

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

The anchor plate shall be securely attached and have a surface area of 20 ±2 in², and a minimum weight of 0.67 pounds.

9-16.3(2) Posts and Blocks

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

Timber posts and blocks shall conform to the grade specified in Section 9-09.2(2).

9-16.3(3) Galvanizing

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

W-beam or thrie beam rail elements and terminal sections shall be galvanized in accordance with AASHTO M-180, Class A, Type 2, except that the rail shall be galvanized after fabrication, with fabrication to include forming, cutting, shearing, punching, drilling, bending, welding, and riveting.

9-16.3(4) Hardware

This section is revised to read:

Unfinished Bolts (ordinary machine bolts), nuts, and washers for High Unfinished Bolts, shall conform to 9-06.5(1). High Strength bolts, nuts, and washers for High Strength Bolts shall conform to 9-06.5(3).

Unfinished bolts will be accepted by field verification and documentation that bolt heads are stamped 307A. The Contractor shall submit a manufacturer’s certificate of
compliance per 1-06.3 for high strength bolts, nuts, and washers prior to installing any of the hardware.

9-16.3(5) Anchors
The reference to “hot dip galvanized” in the tenth paragraph is revised to “galvanized”.

9-16.4(2) Wire Mesh
The reference to “hot dip galvanized” in the second sentence in the third paragraph is revised to “galvanized”.

9-16.6(2) Glare Screen Fabric
The reference to “A 491” in the second sentence in the first paragraph is revised to “ASTM A 491”.

9-16.6(3) Posts
The first paragraph is revised to read:

Line posts for Type 1 glare screen shall be 1 1/2-inches by 1 7/8-inches galvanized steel H column with a minimum weight of 2.8 pounds per linear foot. Line posts for Type 2 glare screen shall be 1 5/8-inches by 2 1/4-inches galvanized steel H column with a minimum weight of 4.0 pounds per linear foot, or 2-inch inside diameter galvanized steel pipe with a nominal weight of 3.65 pounds per linear foot provided only one type shall be used on any one project.

The first paragraph is supplemented with the following:

End, corner, brace, and pull posts for Type 1 Design A shall be 1 1/2-inches by 1 7/8-inches steel H column with a minimum weight of 2.8 pounds per linear foot.

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

End, corner, brace, and pull posts for Type 1 Design B and Type 2 shall be 2-inch inside diameter galvanized steel pipe with nominal weight of 3.65 pounds per linear foot.

The reference to “hot dip galvanized” in the third sentence in the second paragraph is revised to “galvanized”.

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

All posts shall be galvanized in accordance with AASHTO M 181, Section 32. The minimum average zinc coating is per square foot of surface area.

9-16.6(5) Cable
The reference to “hot dip galvanized” is revised to “galvanized”.

9-16.6(6) Cable and Tension Wire Attachments
The reference to “hot dip galvanized” in the first sentence in the first paragraph is revised to “galvanized”.
The third sentence in the first paragraph is deleted.

9-16.6(9) Fabric Bands and Stretcher Bars
The reference to “hot dip galvanized” is revised to “galvanized”.

9-16.6(10) Tie Wire
This section including title is revised to read:

9-16.6(10) Tie Wire and Hog Rings
Tie wire shall be 9 gage aluminum wire complying with the ASTM B 211 for alloy 1100 H14 or 9 gage galvanized wire meeting the requirements of AASHTO M 279.
Galvanizing shall be Class 1.

Hog rings shall be 12 gage galvanized steel wire.

9-16.8(1) Rail and Hardware
The word “Composition” following the first paragraph is deleted.

SECTION 9-28, SIGNING MATERIALS AND FABRICATION
April 6, 2009

9-28.8 Sheet Aluminum Signs
The second paragraph (excluding chart) is revised to read:

After the sheeting has been fabricated, the surface of each panel shall be protected from corrosion. The corrosion protection shall meet the requirements of ASTM B-449 class II Specification for Chromates on Aluminum. Aluminum signs over 12-feet wide by 5-feet high shall be comprised of vertical panels in increments of 2, 3, or 4-feet wide. No more than one 2-foot and/or 3-foot panel may be used per sign. The Contractor shall use the widest panels possible. All parts necessary for assembly shall be constructed of aluminum, galvanized, or stainless steel in accordance with the plans. Sheet thickness shall be as follows:

9-28.9(1) Mechanical Properties
The chart in this section is revised to read:

<table>
<thead>
<tr>
<th>Mechanical Property</th>
<th>Ave. Min. Requirement</th>
<th>ASTM Test</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tensile Strength</td>
<td>10.0 psi x 10^3</td>
<td>D638</td>
</tr>
<tr>
<td>Tensile Modulus</td>
<td>1.2 psi x 10^6</td>
<td>D638</td>
</tr>
<tr>
<td>Flexural Strength</td>
<td>20.0 psi x 10^3</td>
<td>D790</td>
</tr>
<tr>
<td>Flexural Modulus</td>
<td>1.2 psi x 10^6</td>
<td>D790</td>
</tr>
<tr>
<td>Compression Strength</td>
<td>32.0 psi x 10^3</td>
<td>D695</td>
</tr>
<tr>
<td>Compression Modulus</td>
<td>1.4 psi x 10^6</td>
<td>D695</td>
</tr>
<tr>
<td>Punch Shear</td>
<td>12.0 psi x 10^3</td>
<td>D732</td>
</tr>
</tbody>
</table>

9-28.14(2) Steel Structures and Posts
The first sentence in the fifth paragraph is supplemented with the following:
Steel used for slip bases (SB-1, SB-2, SB-3) and heavy duty anchors shall have a controlled silicon maximum of 0.40-percent.

SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS

August 3, 2009

9-35.2 Construction Signs
The fourth paragraph is revised to read:

The use of plywood, fiberglass reinforced plastic, fabric rollup signs, and any other previously approved sign materials except aluminum or aluminum composite is prohibited.

The following is inserted after the first sentence of the fifth paragraph:

A fabrication decal as stated in Section 9-28.1(2) is not required for construction signs.

9-35.14 Portable Temporary Traffic Control Signal
The sixth sentence of the seventh paragraph is deleted.

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

A highly retroreflective yellow strip, 3-in wide, shall be placed around the perimeter of the face of all vehicle signal backplates to project a rectangular image at night towards oncoming traffic.
Special Provisions
SPECIAL PROVISIONS

TS 3130 - OLDEN WAY ROAD CLOSURE PROJECT

YAKIMA COUNTY, WASHINGTON

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

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

(date) General Special Provision
(******) Notes a revision to a General Special Provision
and also notes a Project Specific Special Provision
(Regions\(^1\) date) Region Special Provision
(BSP date) Bridges and Structures Special Provision

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

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

Regions\(^1\) Eastern Region
ER North Central Region
NCR Northwest Region
NWR Olympic Region
OR South Central Region
SCR Southwest Region
SWR 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 constructing a road closure at Olden Way Road and SR 97 all in accordance with the attached Contract Plans, these Contract Provisions, and the 2008 Standard Specifications and Amendments thereto. The Contractor shall make arrangements with the Engineer to visit the site prior to submitting a bid.

The portion of Olden Way Road to be improved is located in Section 36, Township 11 South, Range 19 East, Willamette Meridian.

The quantities of work indicated in the proposal are to be considered as estimates and are for comparative bidding purposes only. All payments shall be made on the basis of actual field measurement of Contract work completed.

I-01 Definitions and Terms
1-01.3 Definitions

(September 12, 2008 APWA GSP)
This Section is supplemented with the following:

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

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

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

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

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

Contract Documents
See definition for “Contract”.

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

Dates

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

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

Contract Execution Date
The date the Contracting Agency officially binds the agency to the contract.
Notice to Proceed Date
The date stated in the Notice to Proceed on which the contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains for the physical completion of the total contract.

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

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

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

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

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

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder
(March 25, 2009 APWA GSP)

Bidders must meet the minimum qualifications of RCW 39.04.350(1), as amended:

"Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

(a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
(b) Have a current state unified business identifier number;
(c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW; and"
(d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)."

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 (17” x 11”) and Contract Provisions</td>
<td>10</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (22” x 34”) and Contract Provisions</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

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

(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 Department of Public Services
128 North Second Street, Fourth Floor, Yakima 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
(October 10, 2008 APWA GSP)

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

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

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

Supplement this section with the following:

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

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

Revise the first paragraph to read:

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

1-02.12 Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

*****
Date of Opening Bids
Sealed bids will be received at the following location prior to the time specified:

Office of the County Engineer, Fourth Floor County Courthouse, 128 N. 2nd Street, Yakima Washington, 98901, until 2:00 P.M. of the bid opening date.

The bid opening date for this project is September 1, 2009. Bids received will be publicly opened and read after 2:00 P.M. on this date.

1-02.13 Irregular Proposals
(March 25, 2009 APWA GSP)

Revise item 1 to read:

1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete a Disadvantaged, Minority or Women’s Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   j. More than one proposal is submitted for the same project from a Bidder under the same or different names.
Delete this Section and replace it with the following:

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

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

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.
If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency’s determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

1-03 AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

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

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

Revise this section to read:

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

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

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

1-03.4 Contract Bond

(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

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

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

1-04 SCOPE OF THE WORK

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

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

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

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

1-05 CONTROL OF WORK

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

Supplement this section with the following:

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

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

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

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor
(March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:

Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to Section 1-02.14, it will take these performance reports into account.
1-05.15 Method of Serving Notices

(March 25, 2009  APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

1-05.17 Oral Agreements

(October 1, 2005 AWPA GSP)

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

1-06 CONTROL OF MATERIAL

1-06 Buy America

Section 1-06 is supplemented with the following:

(August 6, 2007)

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

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

American-made material is defined as material having all manufacturing processes occurring domestically. To further define the coverage, a domestic product is a manufactured steel material that was produced in one of the 50 States, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.
If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

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

The following are considered to be steel manufacturing processes:

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

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

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

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.
1-07  LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 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).

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

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

1-07.7 Load Limits

(March 13, 1995)
If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9 Wages

(February 11, 2008)
The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. 4 WA080001.

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:
   SMSA Counties:
   Yakima, WA 9.7
   WA Yakima.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Neither the provisions of any collective bargaining agreement, nor the failure by a 
union with whom the Contractor has a collective bargaining agreement, to refer either 
majorities 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 non-segregated 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).

(August 2, 2004)

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

DBE Goals
No DBE goals have been assigned as a part of this contract.
Affirmative Efforts to Solicit DBE Participation

DBE firms shall have equal opportunity to compete for and perform subcontracts which the Contractor enters into pursuant to this contract. Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g. newspapers, journals, etc.) or by soliciting bids/proposals directly from DBEs.

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

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

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

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

4. Achieve attainment through joint ventures.

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

DBE Eligibility (for reporting purposes only)

Selection of DBEs:

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

Counting DBE Participation For Reporting Race Neutral Accomplishments

When a DBE firm participates in a contract, only the value of the work actually performed by the DBE will be counted as race-neutral participation.

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

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

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

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

**DBE Prime Contractor**

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

**Joint Venture**

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

**Commercially Useful Function**

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

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

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.
Trucking
Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

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

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

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

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

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

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

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

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

- A written lease/rental agreement on all trucks leased or rented, showing the true ownership and the terms of the rental must be submitted and approved by the Contracting Agency prior to the beginning of the work. The agreement must show the lessor’s name, trucks to be leased, and agreed upon amount or method of payment (hour, ton, or per load). All lease agreements shall be for a long-term relationship, rather than for the individual project. Does not apply to owner-operator arrangements.
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.c.2. Once the request is reviewed by WSDOT-OEO, the DBE supplier requesting it will be notified in writing whether regular dealer status was approved.

**Materials or Supplies Purchased from a DBE**

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

**Procedures Between Award and Execution**

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

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

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

1. Age of the firm
2. Average of its gross annual receipts over the past three-years

**Procedures After Execution**

**Reporting**

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

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

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

1-07.12 Federal Agency Inspection
(March 13, 1995)
Section 1-07.12 is supplemented with the following:

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

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

1-07.13 Contractor's Responsibility For Work

1-07.13(4) Repair of Damage
(August 6, 2001)

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

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

1-07.17 Utilities and Similar Facilities
(April 2, 2007)
Utilities and Similar Facilities
Section 1-07.17 is supplemented with the following:

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.
Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

No utility relocations are anticipated during construction of these improvements.

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

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

Call Before You Dig One Call Center 1-800-424-5555
Pacific Power & Light Co., 500 N. Keys Road, Yakima, WA 98901 (509) 575-3158
Embarq Telephone (509) 839-6660

1-07.18 Public Liability and Property Damage Insurance

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

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

1-07.18(1) General Requirements

A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A- or VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

B. The Contractor shall keep this insurance in force during the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated (see C. below).

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

D. The insurance policies shall contain a “cross liability” provision.

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

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

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

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

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

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

1-07.18(2) Additional Insured

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):
the Contracting Agency and its officers, elected officials, employees, agents, and volunteers.

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

1-07.18(3) Subcontractors

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

1-07.18(4) Evidence of Insurance
The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits

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

1-07.18(5)A Commercial General Liability

A policy of Commercial General Liability Insurance, including:

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

Such policy must provide the following minimum limits:

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

Stop Gap / Employers’ Liability

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

1-07.18(5)B Automobile Liability
Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such policy(ies) must provide the following minimum limit:

$1,000,000 combined single limit

1-07.18(5)C Workers’ Compensation

The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-07.23 Public Convenience And Safety

(April 2, 2007)

Work Zone Clear Zone

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

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

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

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

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

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Distance From Traveled Way (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 mph or less</td>
<td>10 *</td>
</tr>
<tr>
<td>40 mph</td>
<td>15</td>
</tr>
<tr>
<td>45 to 55 mph</td>
<td>20</td>
</tr>
<tr>
<td>60 mph or greater</td>
<td>30</td>
</tr>
</tbody>
</table>

* or 2-feet beyond the outside edge of sidewalk
1-07.23(1) Construction Under Traffic

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

To disrupt public traffic as little as possible, the Contractor shall permit traffic to pass through the work with the least possible inconvenience or delay. The Contractor shall maintain existing roads, streets, sidewalks, and paths within the project limits, keeping them open, and in good, clean, safe condition at all times. Deficiencies caused by the Contractor’s operations shall be repaired at the Contractor’s expense. Deficiencies not caused by the Contractor’s operations shall be repaired by the Contractor when directed by the Engineer, at the Contracting Agency’s expense. The Contractor shall also maintain roads, streets, sidewalks, and paths adjacent to the project limits when affected by the Contractor’s operations. Snow and ice control will be performed by the Contracting Agency on all projects. Cleanup of snow and ice control debris will be at the Contracting Agency’s expense. The Contractor shall perform the following:

1. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
2. Keep existing traffic signal and highway lighting systems in operation as the work proceeds. (The Contracting Agency will continue the route maintenance on such system.)
3. Maintain the striping on the roadway at the Contracting Agency’s expense. The Contractor shall be responsible for scheduling when to renew striping, subject to the approval of the Engineer. When the scope of the project does not require work on the roadway, the Contracting Agency will be responsible for maintaining the striping.
4. Maintain existing permanent signing. Repair of signs will be at the Contracting Agency’s expense, except those damaged due to the Contractor’s operations.
5. Keep drainage structures clean to allow for free flow of water. Cleaning of existing drainage structures will be at the Contracting Agency’s expense when approved by the Engineer, except when flow is impaired due to the Contractor’s operations.

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 can be established.
Add the following new section:

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

Add the following new section:

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

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

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

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

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

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(October 12, 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:

The project shall be physically completed in **20 working days**.

All irrigation work shall be completed, and the system operational, by **March 6, 2009**.

1-08.5 Time for Completion
(June 28, 2007 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the notice to proceed date.

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

Revise the sixth paragraph to read:

The engineer will give the contractor written notice of the completion date of the contract after all the contractor’s obligations under the contract have been performed by the contractor. The following events must occur before the completion date can be established:
1. The physical work on the project must be complete; and
2. The contractor must furnish all documentation required by the contract and required by law, to allow the contracting agency to process final acceptance of the contract. The following documents must be received by the project engineer prior to establishing a completion date:
   a. Certified Payrolls (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   d. Final Contract Voucher Certification
   e. Property owner releases per Section 1-07.24

1-09 MEASUREMENT AND PAYMENT

1-09.13(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.

SECTION 1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

1-10.2(1) General

(December 1, 2008)
Section 1-10.2(1) is supplemented with the following:
Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:

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

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

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

1-10.4 Measurement

Reinstating Unit Items With Lump Sum Traffic Control
Section 1-10.4(1) is supplemented with the following:

(August 2, 2004)
The bid proposal contains the item “Project Temporary Traffic Control,” lump sum and the additional temporary traffic control items listed below.
"Flaggers and Spotters", per hour

DIVISION 2
EARTHWORK

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description
The work described in this section, regardless of the nature or type of the materials encountered, includes excavating and grading the roadway, excavating in borrow pits, excavating below grade, excavating channels, removing slide material, and disposing of all excavated material. These activities may be performed in making cuts, embankments, slopes, roadway ditches, approaches, parking areas, highway-driveway intersections, and in completing related work. The work excludes these items if they are designated as pay items in the Contract:
1. Haul.
2. Excavation for structures and ditches.
The Plans may divide the project into separate areas (Roadway Excavation, Area A, Roadway Excavation, Area B, Removing Asphalt Concrete Pavement etc.). Such division does not imply any classification of materials in the areas. The boundaries of the areas
shall not be changed regardless of how similar or dissimilar the materials are from one area to another. All work described here must reasonably conform to the alignment, grade, and cross-sections shown in the Plans or established by the Engineer.

2-03.4 Measurement
“Removing Asphalt Concrete Pavement”, will be measured by the square yard.

2-03.5 Payment
Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the proposal:
“Removing Asphalt Concrete Pavement”, per "square yard".

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04.3(15) HMA Road Approaches

SAWCUTTING PAVEMENT

All transitions to existing asphalt concrete and cement concrete driveways, curb, asphalt thickened edge for gutter, and walkways shall be vertically sawcut at least two(2) inches with straight, uniform edges. Existing asphalt pavement may be cut with a wheel, provided the wheel cut is full depth and no damage occurs to the pavement which is to remain. No impact tools or pavement breakers can be used for trench crossings of existing pavement. Trench crossing of existing pavement shall be vertically sawcut as directed by the Engineer.

5-04.4 Measurement

(******)
There will be no specific measurement for driveway (road approach) reconstruction involved in the work

5-04.5 Payment
Section 5-04.5 is supplemented with the following:

(******)
There is no Bid Item “Saw Cutting Asphalt Pavement” for this project. All costs associated with the cutting, labor, equipment, etc., or any other costs associated with cutting the existing asphalt or concrete pavement shall be considered incidental to the other Contract Bid items, and no further payment shall be made.

The Contractor shall include all costs associated with labor, materials, haul etc, to complete the item specified under “Reconstruct Shoulder”, and no further payment shall be made.

5-04.5(1) Quality Assurance Price Adjustments

Section 5-04.5(1) shall be deleted.

5-04.5(1) A Price Adjustment for Quality of HMA
Section 5-04.5(1) shall be deleted.

5-04.5(1) B Price Adjustment for Quality of HMA Compaction

Section 5-04.5(1)B shall be deleted.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description
This work consists of furnishing, installing, maintaining, removing and disposing of water pollution and erosion control items in accordance with these Specifications and as shown in the Plans or as designated by the Engineer.

8-01.3(9) A Silt Fence
Silt fence shall be installed in accordance with the Plans. When backup support is used, steel wire shall have a maximum mesh spacing of 2-inches by 4-inches, and the plastic mesh shall be as resistant to ultraviolet radiation as the geotextile it supports. The geotextile shall be attached to the posts and support system using staples, wire, or in accordance with the manufacturer’s recommendations. The geotextile shall be sewn together at the point of manufacture, or at a location approved by the Engineer, to form geotextile lengths as required. All sewn seams and overlaps shall be located at a support post. Posts shall be either wood or steel. Wood posts shall have minimum dimensions of 11/4-inches by 11/4-inches by the minimum length shown in the Plans. Steel posts shall consist of U, T, L, or C shape posts with a minimum weight of 0.90 lbs/ft, or other steel posts having equivalent strength and bending resistance to the posts listed. When sediment deposits reach approximately one-third the height of the silt fence, the deposits shall be removed and stabilized in accordance with Section 8-01.3(16).

8-01.4 Measurement
"Silt Fence", will be measured by the linear foot along the ground line of completed barrier.

8-01.5 Payment
Payment will be made in accordance with Section 1-04.1, for the bid item included in the proposal:
“Silt Fence”, per, linear foot.

8-21 PERMANENT SIGNING
8-21.1 Description
This work consists of furnishing and installing permanent signing, sign removal, sign relocation, and refacing existing signs in accordance with the Plans, these Specifications, and the Standard Plans at the locations shown in the Plans or where designated by the Engineer.

8-21.4 Measurement
There shall be no specific unit of measurement for bid item "Permanent Signing".

8-21.5 Payment
Payment will be made in accordance with Section 1-04.1, for the bid items included in the proposal:

“Permanent Signing”, per, lump sum.

8-22 PAVEMENT MARKING

All pavement markings adjustment and installation on SR 97 shall be completed by WSDOT-South Central Region. All details of participation agreement with Yakima County are included in Exhibit "A".

8-11 GUARDRAIL

8-11.1 Description
This work consists of constructing, modifying, removing, and resetting guardrail and anchors of the kind and type specified in accordance with the Plans, these Specifications, and the Standard Plans in conformity with the lines and grades as staked.

8-11.2 Materials
Materials shall meet the requirements of the following sections:

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

8-11.3 Construction Requirements

8-11.3(1) Beam Guardrail

8-11.3(1A) Erection of Posts
The posts shall be set to the true line and grade of the highway and spaced as shown in the Plans. When the Plans require that the ends of a section of guardrail be curved outward or downward, the posts shall be set to accommodate the curve. End treatment shall be in accordance with the appropriate Standard Plans or as shown in the Plans. The length of post installed shall be as shown in the Standard Plans unless long posts are indicated.

The length of posts for beam guardrail Type 1 with long posts shall be as specified in the Plans. Posts may be placed in dug or drilled holes. Ramming or driving will be permitted only if approved by the Engineer and if no damage to the pavement, shoulders, and adjacent slopes results there from. In broken rock embankments, the pre-punching of holes will be permitted only prior to final shoulder or median compaction, surfacing, and paving. The posts shall be protected from traffic at all times by attaching the rail elements or by a method approved by the Engineer.

8-11.3(1B) Vacant

8-11.3(1C) Erection of Rail
All metal work shall be fabricated in the shop. No punching, cutting, or welding shall be done in the field, except that holes necessary when additional posts are required or for special
details in exceptional cases may be drilled in the field when approved by the Engineer. The rail shall be erected so that the bolts at expansion joints will be located at the centers of the slotted holes. Rail plates shall be assembled with the splice joints lapping in the direction of the traffic.

When nested W-beam or thrie beam is specified, two sections of guardrail, one set inside of the other shall be installed. The inside and outside rail elements shall not be staggered. Galvanized and weathering steel rail plates shall be fastened to the posts with galvanized bolts, washers, and nuts of the size and kind shown in the Plans.

All bolts, except where otherwise required at expansion joints, shall be drawn tight. Bolts through expansion joints shall be drawn up as tight as possible without being tight enough to prevent the rail elements from sliding past one another longitudinally. Bolts shall be sufficiently long to extend at least 1/4-inch beyond the nuts. Except where required for adjustments, bolts shall not extend more than 1/2-inch beyond the nuts. After complete installation of weathering steel beam guardrail, the Contractor shall wash the rail with clean water under high pressure. If the rail is contaminated by oil or grease, sandblasting shall be used as necessary to clean the rail.

8-11.3(1)D Terminal and Anchor Installation

All excavation and backfilling required for installation of anchors shall be performed in accordance with Section 2-09, except that the costs thereof shall be incidental to and included in the unit contract price for the type of anchor installed. Bolts shall be tightened to the tension specified. The anchor cable shall be tightened sufficiently to eliminate all slack. When tightening, the anchor cable shall be restrained to prevent twisting of the cable.

When foundation tubes used with the Wood Breakaway Post are driven, they shall be driven prior to installing the wood post. Type 2 concrete anchors may either be precast or cast-in-place at the option of the Contractor.

Assembly and installation of Beam Guardrail Flared Terminals and Beam Guardrail Non-flared Terminals shall be supervised at all times by a manufacturer’s representative, or an installer who has been trained and certified by the manufacturer. A copy of the installer’s certification shall be provided to the Engineer prior to installation. Assembly and installation shall be in accordance with the manufacturer’s recommendations.

8-11.3(1)E Plans

The Contractor shall submit for approval of the Engineer such additional detailed plans and shop drawings of rail punching, fittings, and assemblies as may be required by the Engineer.

8-11.3(2) Guardrail Construction Exposed to Traffic

Any section of beam guardrail that is removed for modification shall be back in place within five calendar days of the date the guardrail is removed. The Contractor’s operations shall be conducted in such a manner that fixed objects and beam guardrail posts shall be protected from traffic at all times by attachment of the rail elements and all associated hardware or by a method approved by the Engineer. At the end of each day, guardrail sections having an exposed end toward oncoming traffic shall have a Type G terminal end section bolted securely in place.

8-11.3(3) Access Control Gates

Access control gates shall be placed to line and grade as shown in the Plans or as staked. After the posts have been set, the holes shall be backfilled with suitable material and the material thoroughly tamped.
8-11.3(4) Removing Guard Rail

Removal of the various types of guardrail and anchors shall include removal of the rail, cable elements, hardware, posts, concrete bases, and steel tubes. 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 the satisfaction of the Engineer. The removed guardrail items shall become the property of the Contractor unless stated otherwise in the Special Provisions.

8-11.3(5) Raising Guardrail

Guardrail shall be raised to the height shown in the Plans, measured from the top of the rail to the finished shoulder surface. The material around each post shall be tamped to prevent settlement of the raised rail.

8-11.4 Measurement

(******)

All guardrail work shall include all removal and installation work, of W-Beam, and will be measured per lineal foot. Installation of End Sections shall include the Anchors and the Section specified as per Plans and shall be measured per each. All guardrail items removed shall be returned and transported to WSDOT maintenance yard or as directed by the contact person listed in Exhibit "A".

8-11.5 Payment

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the proposal, payment will include all material costs incurred in addition to removal and installation costs:

"Removing Guardrail", per, linear foot
"Removing Guardrail Anchor", per, each
"Beam Guardrail Type 1", per, linear foot

DIVISION 9
MATERIALS

STANDARD PLANS
August 3, 2009

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-013, effective August 3, 2009 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".

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

C-1a
In the TYPE 10 WOOD POST ASSEMBLY, delete callout – NESTED THRIE BEAM
In the TYPE 11 WOOD POST ASSEMBLY, THE 18” button head bolt is revised to 25”

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

C-3, C-3B, C-3C
Note 1 is revised as follows: replace reference F-2b with F-10.42

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

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

F-10.20
GENERAL NOTE
Revise as follows:
Replace reference to F-3 with F-30.10

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

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

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

J-28.40
Add to the end of Note 4.
DO NOT OVERTIGHTEN. After State Inspection, Burr threads to
prevent nut rotation.

J-40.10, Section A
replace 3” MIN. with 3” MAX.

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

L-20.10, Sheet 1
Delete all references to tension cable and substitute tension wire.
Add knuckled selvage is required on the top edge of the fence fabric.

L-20.10, Sheet 2
Delete all references to tension cable and substitute tension wire.
All rope thimbles, wire rope clips and seizing are not required.

L-30.10, Sheet 1
Delete all references to tension cable and substitute tension wire.

L-30.10, Sheet 2
Delete all references to tension cable and substitute tension wire.
All rope thimbles, wire rope clips and seizing are not required.

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

M-20.30
LEFT EDGE OF LANE PLACEMENT DETAIL
Dimension 4” replaced with 1”

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

A-10.10-00......8/07/07 A-30.30-00......11/08/07 A-50.20-00......11/17/08
A-10.20-00......10/05/07 A-30.35-00......10/12/07 A-50.30-00......11/17/08
A-10.30-00......10/05/07 A-40.10-00......10/05/07 A-50.40-00......11/17/08
A-20.10-00......8/31/07 A-40.20-00......9/20/07 A-60.10-00......10/05/07
A-30.10-00......11/08/07 A-40.50-00......11/08/07 A-60.20-00......10/05/07
A-30.15-00......11/08/07 A-50.10-00......11/17/08 A-60.30-00......11/08/07
A-60.40-00......8/31/07

B-5.20-00......6/01/06 B-30.50-00......6/01/06 B-75.20-01......6/10/08
B-5.40-00......6/01/06 B-30.70-01......8/31/07 B-75.50-01......6/10/08
B-5.60-00......6/01/06 B-30.80-00......6/08/06 B-75.60-00......6/08/06
B-10.20-00......6/01/06 B-30.90-01......9/20/07 B-80.20-00......6/08/06
B-10.40-00......6/01/06 B-35.20-00......6/08/06 B-80.40-00......6/01/06
B-10.60-00......6/08/06 B-35.40-00......6/08/06 B-82.20-00......6/01/06
B-15.20-00......6/01/06 B-40.20-00......6/01/06 B-85.10-01......6/10/08
B-15.40-00......6/01/06 B-40.40-00......6/01/06 B-85.20-00......6/01/06
B-15.60-00......6/01/06 B-45.20-00......6/01/06 B-85.30-00......6/01/06
B-20.20-01......11/21/06 B-45.40-00......6/01/06 B-85.40-00......6/08/06
B-20.40-02......6/10/08 B-50.20-00......6/01/06 B-85.50-01......6/10/08
B-20.60-02......6/10/08 B-55.20-00......6/01/06 B-90.10-00......6/08/06
B-25.20-00......6/08/06 B-60.20-00......6/08/06 B-90.20-00......6/08/06
B-25.60-00......6/01/06 B-60.40-00......6/01/06 B-90.30-00......6/08/06
B-30.10-00......6/08/06 B-65.20-00......6/01/06 B-90.40-00......6/08/06
B-30.20-01......11/21/06 B-65.40-00......6/01/06 B-90.50-00......6/08/06
B-30.30-00......6/01/06 B-70.20-00......6/01/06 B-95.20-01......2/03/09
B-30.40-00......6/01/06 B-70.60-00......6/01/06 B-95.40-00......6/08/06

C-1..................2/10/09 C-4e..............2/20/03 C-14i..............2/10/09
C-1a..............2/10/09 C-4f..............6/30/04 C-14j..............12/02/03
C-1b..............10/31/03 C-5..............10/31/03 C-14k..............2/10/09
| Page 1 |
|---|---|---|
| C-1c | 5/30/97 | C-6 | 5/30/97 | C-15a | 7/3/08 |
| C-1d | 10/31/03 | C-6a | 3/14/97 | C-15b | 7/3/08 |
| C-2 | 1/06/00 | C-6c | 1/06/00 | C-16a | 11/08/05 |
| C-2a | 6/21/06 | C-6d | 5/30/97 | C-16b | 11/08/05 |
| C-2b | 6/21/06 | C-6f | 7/25/97 | C-20.14-00 | 2/06/07 |
| C-2c | 6/21/06 | C-7 | 10/31/03 | C-20.40-00 | 2/06/07 |
| C-2d | 6/21/06 | C-7a | 10/31/03 | C-20.40-01 | 10/05/07 |
| C-2e | 6/21/06 | C-8 | 2/10/09 | C-22.14-00 | 2/03/09 |
| C-2f | 3/14/97 | C-8a | 7/25/97 | C-22.16-00 | 2/03/09 |
| C-2g | 7/27/01 | C-8b | 2/10/09 | C-22.40-01 | 10/05/07 |
| C-2h | 3/28/97 | C-8e | 2/21/07 | C-23.60-00 | 2/06/07 |
| C-2i | 3/28/97 | C-8f | 6/30/04 | C-25.18-01 | 9/20/07 |
| C-2j | 6/12/98 | C-10 | 7/31/98 | C-25.20-03 | 2/03/09 |
| C-2k | 7/27/01 | C-13 | 7/3/08 | C-25.22-02 | 2/03/09 |
| C-2n | 7/27/01 | C-13a | 7/3/08 | C-25.26-00 | 2/03/09 |
| C-2o | 7/13/01 | C-13b | 7/3/08 | C-25.80-01 | 7/3/08 |
| C-2p | 10/31/03 | C-13c | 7/3/08 | C-28.40-00 | 2/06/07 |
| C-3 | 10/04/05 | C-14a | 7/3/08 | C-40.14-00 | 2/03/09 |
| C-3a | 10/04/05 | C-14b | 7/26/02 | C-40.16-00 | 2/03/09 |
| C-3b | 10/04/05 | C-14c | 7/3/08 | C-40.18.00 | 2/03/09 |
| C-3c | 6/21/06 | C-14d | 7/3/08 | C-90.10-00 | 7/3/08 |
| C-4 | 2/21/07 | C-14e | 7/3/08 |
| C-4b | 6/08/06 | C-14h | 2/10/09 |

| Page 2 |
|---|---|
| D-2.02-00 | 11/10/05 |
| D-2.04-00 | 11/10/05 |
| D-2.06-01 | 1/06/09 |
| D-2.08-00 | 11/10/05 |
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| D-2.12-00 | 11/10/05 |
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| D-2.16-00 | 11/10/05 |
| D-2.18-00 | 11/10/05 |
| D-2.20-00 | 11/10/05 |
| D-2.22-00 | 11/10/05 |
| D-2.24-00 | 11/10/05 |

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| E-2 | 5/29/98 |
| F-10.12-00 | 12/20/06 |
| F-10.16-00 | 12/20/06 |
| F-10.40-01 | 7/3/08 |
| F-10.42-00 | 1/23/07 |
| F-10.62-01 | 9/05/07 |
| F-10.64-02 | 7/3/08 |
| F-30.10-00 | 1/23/07 |
| F-40.10-01 | 10/05/07 |
| F-40.12-00 | 2/07/07 |
| F-40.14-00 | 2/07/07 |
| F-40.15-00 | 2/07/07 |
| F-40.16-00 | 2/07/07 |

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TS-3130  Page 85  Special Provisions
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Prevailing Wage Rates
## Washington State Prevailing Wage Rates For Public Works Contracts

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

### YAKIMA COUNTY
**EFFECTIVE 09/02/2009**

(See Benefit Code Key)

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<td>$50.94</td>
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<td>BACKHOE, EXCAVATOR SHovel, OVER 90 METRIC TONS</td>
<td>$51.51</td>
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<td>BACKHOE, EXCAVATOR, SHovel, OVER 30 METRIC TONS TO 50 METRIC TONS</td>
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<td>BACKHOE, EXCAVATOR, SHovel, TRACTORS UNDER 15 METRIC TONS</td>
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<td>BACKHOE, EXCAVATOR, SHovel, TRACTORS: 15 TO 30 METRIC TONS</td>
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<td>BELT LOADERS (ELEVATING TYPE )</td>
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<td>BOBCAT (SKID STEER)</td>
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<td>BROOMS</td>
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<td>Time Code</td>
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<td>COMPRESSIONS</td>
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<td>CONCRETE FINISH MACHINE - LASER SCREED</td>
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<td>CONCRETE PUMPS</td>
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<td>CONCRETE PUMP-TRUCK MOUNT WITH BOOM ATTACHMENT</td>
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<td>5D</td>
<td>8P</td>
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<td>CONVEYORS</td>
<td>$49.48</td>
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<td>8P</td>
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<td>CRANE, FRICTION 100 TONS THROUGH 199 TONS</td>
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<td>8P</td>
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<td>CRANE, FRICTION OVER 200 TONS</td>
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<td>CRANES, THRU 19 TONS, WITH ATTACHMENTS</td>
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<td>CRANES, 20 - 44 TONS, WITH ATTACHMENTS</td>
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<td>1T</td>
<td>5D</td>
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<td>CRANES, 45 TONS - 99 TONS, UNDER 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
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<td>CRANES, 100 TONS - 199 TONS, OR 150 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
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<td>5D</td>
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<td>CRANES, 200 TONS TO 300 TONS, OR 250 FT OF BOOM (INCLUDING JIB WITH ATTACHMENTS)</td>
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<td>CRANES, A-FRAME, 10 TON AND UNDER</td>
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<td>CRANES, A-FRAME, OVER 10 TON</td>
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<td>1T</td>
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<td>CRANES, OVER 300 TONS, OR 300' OF BOOM INCLUDING JIB WITH ATTACHMENTS</td>
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<td>CRANES, OVERHEAD, BRIDGE TYPE (20 - 44 TONS)</td>
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<td>CRANES, OVERHEAD, BRIDGE TYPE (45 - 99 TONS)</td>
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<td>CRANES, TOWER CRANE \ UP TO 175' IN HEIGHT, BASE TO BOOM</td>
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<td>CRANES, TOWER CRANE OVER 175' IN HEIGHT, BASE TO BOOM</td>
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<td>1T</td>
<td>5D</td>
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<td>CRUSHERS</td>
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<td>DRILL OILERS - AUGER TYPE, TRUCK OR CRANE MOUNT</td>
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<td>ELEVATOR AND MANLIFT, PERMANENT AND SHAFT-TYPE</td>
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<td>EQUIPMENT SERVICE ENGINEER (OILER)</td>
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<td>FORK LIFTS, (UNDER 3000 LBS)</td>
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<td>GRADE ENGINEER</td>
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<td>GRADE CHECKER AND STAKEMAN</td>
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<td>GUARDRAIL PUNCH</td>
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<td>HORIZONTAL/DIRECTIONAL DRILL OPERATOR</td>
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<td>HYDRAULIFTS/BOOM TRUCKS (OVER 10 TON)</td>
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<td>LOADERS, OVERHEAD (6 YD UP TO 8 YD)</td>
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<td>LOADERS, OVERHEAD (UNDER 6 YD), PLANT FEED</td>
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<td>MIXERS, ASPHALT PLANT</td>
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<td>MOTOR PATROL GRADER (NON-FINISHING)</td>
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<td>MUCKING MACHINE, MOLE, TUNNEL DRILL AND/OR SHIELD</td>
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<td>Note Code</td>
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<tr>
<td>OIL DISTRIBUTORS, BLOWER DISTRIBUTION AND MULCH SEEDING OPERATOR</td>
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<td>OTHER TRUCKS</td>
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<td>2G</td>
<td>6I</td>
<td></td>
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<tr>
<td>TRANSIT MIXER</td>
<td>$34.24</td>
<td>2G</td>
<td>6I</td>
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<tr>
<td>WELL DRILLERS &amp; IRRIGATION PUMP INSTALLERS</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>IRRIGATION PUMP INSTALLER</td>
<td>$25.44</td>
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<tr>
<td>OILER</td>
<td>$9.20</td>
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<tr>
<td>WELL DRILLER</td>
<td>$18.00</td>
<td></td>
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</tbody>
</table>
Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

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

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

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

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

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

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

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

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.
Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>8. Anchor Bolts &amp; Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>11. Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>13. Concrete Piling—Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec.</td>
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<td>X</td>
</tr>
<tr>
<td>14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.</td>
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<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
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<td>NO</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>17. Precast Concrete Inlet - with adjustment sections, See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>22. Vault Risers - For use with Valve Vaults and Utilities Vaults.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>23. Valve Vault - For use with underground utilities. See Contract Plans for details.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Prestressed Girder for use in structures. Fabricator plant has annual approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td>of methods and materials to be used. Shop Drawing to be provided for approval</td>
<td></td>
<td></td>
</tr>
<tr>
<td>prior to casting girders. See Std. Spec. Section 6-02.3(25)A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>use in structures. Fabricator plant has annual approval of methods and materials</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to be used. Shop Drawing to be provided for approval prior to casting girders.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>structures. Fabricator plant has annual approval of methods and materials to be</td>
<td></td>
<td></td>
</tr>
<tr>
<td>used. Shop Drawing to be provided for approval prior to casting girders.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>for use in structures. Fabricator plant has annual approval of methods and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>materials to be used. Shop Drawing to be provided for approval prior to casting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>girders. See Std. Spec. Section 6-02.3(25)A.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>structures. Fabricator plant has annual approval of methods and materials to be</td>
<td></td>
<td></td>
</tr>
<tr>
<td>used. Shop Drawing to be provided for approval prior to casting girders.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>33. Monument Case and Cover</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>See Std. Plan.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The</td>
<td></td>
<td></td>
</tr>
<tr>
<td>steel structure shall be galvanized after fabrication in accordance with</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AASHTO-M-111.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>in the Plans. Shop drawings for approval are required prior to fabrication.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>for details. The steel structure shall be galvanized after fabrication in</td>
<td></td>
<td></td>
</tr>
<tr>
<td>accordance with AASHTO-M-111.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>drawings for approval are to be provided prior to fabrication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>39. Light Standards - Lighting Standards for use on highway illumination</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>systems, poles to be fabricated to conform with methods and materials as</td>
<td></td>
<td></td>
</tr>
<tr>
<td>specified on Std. Plans. See Special Provisions for pre-approved drawings.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>street signal systems. Standards to be fabricated to conform with methods and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>material as specified on Std. Plans. See Special Provisions for pre-approved</td>
<td></td>
<td></td>
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<tr>
<td>drawings.</td>
<td></td>
<td></td>
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<tr>
<td>41. Precast Concrete Sloped Mountable Curb (Single and Dual Faced) See Std. Plans</td>
<td></td>
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</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>-------------------------------------------------------------------</td>
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<td>----</td>
</tr>
<tr>
<td>42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <strong>NOTE</strong>: *<strong>Fabrication inspection required. Only signs tagged &quot;Fabrication Approved&quot; by WSDOT Sign Fabrication Inspector to be installed</strong></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>43. Cutting &amp; bending reinforcing steel</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>44. Guardrail components</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>45. Aggregates/Concrete mixes</td>
<td></td>
<td>Covered by WAC 296-127-018</td>
</tr>
<tr>
<td>46. Asphalt</td>
<td></td>
<td>Covered by WAC 296-127-018</td>
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<tr>
<td>47. Fiber fabrics</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>48. Electrical wiring/components</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>49. treated or untreated timber pile</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>50. Girder pads (elastomeric bearing)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>51. Standard Dimension lumber</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>52. Irrigation components</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>----------------------------------------</td>
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<tr>
<td>53. Fencing materials</td>
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<td>X</td>
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<tr>
<td>54. Guide Posts</td>
<td>X</td>
<td></td>
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<td>55. Traffic Buttons</td>
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<tr>
<td>56. Epoxy</td>
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<td>X</td>
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<tr>
<td>57. Cribbing</td>
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<td>X</td>
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<tr>
<td>58. Water distribution materials</td>
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<td>X</td>
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<tr>
<td>59. Steel &quot;H&quot; piles</td>
<td></td>
<td>X</td>
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<tr>
<td>60. Steel pipe for concrete pile casings</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>61. Steel pile tips, standard</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>62. Steel pile tips, custom</td>
<td></td>
<td>X</td>
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</tbody>
</table>
The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

METAL FABRICATION (IN SHOP)
EFFECTIVE 08-31-2008

(See Benefit Code Key)

<table>
<thead>
<tr>
<th>Classification Code</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>FITTER/WELDER</td>
<td>$12.76</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>LABORER</td>
<td>$8.13</td>
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<td>1</td>
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<tr>
<td>MACHINE OPERATOR</td>
<td>$12.66</td>
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<td>1</td>
</tr>
<tr>
<td>PAINTER</td>
<td>$10.20</td>
<td></td>
<td>1</td>
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</tbody>
</table>

Counties Covered:
ADAMS, ASOTIN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, KITTITAS, LINCOLN, OKANOGAN, PEND ORIELLE, STEVENS, WALLA WALLA AND WHITMAN

<table>
<thead>
<tr>
<th>Classification Code</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>MACHINE OPERATOR</td>
<td>$10.53</td>
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<tr>
<td>PAINTER</td>
<td>$9.76</td>
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<td>1</td>
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<tr>
<td>WELDER</td>
<td>$16.70</td>
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</table>

Counties Covered:
BENTON

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<th>Prevailing Wage</th>
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<th>Holiday Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>FITTER</td>
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<tr>
<td>LABORER</td>
<td>$9.54</td>
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<tr>
<td>MACHINE OPERATOR</td>
<td>$9.71</td>
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<tr>
<td>PAINTER</td>
<td>$9.93</td>
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<tr>
<td>WELDER</td>
<td>$12.24</td>
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Counties Covered:
CHelan

<table>
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<th>Classification Code</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
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<tbody>
<tr>
<td>FITTER/WELDER</td>
<td>$15.16</td>
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<tr>
<td>LABORER</td>
<td>$11.13</td>
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<tr>
<td>MACHINE OPERATOR</td>
<td>$10.66</td>
<td></td>
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</tr>
<tr>
<td>PAINTER</td>
<td>$11.41</td>
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</tbody>
</table>

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

Supplemental to Wage Rates
<table>
<thead>
<tr>
<th>Classification Code</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
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<tbody>
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<td>LABORER</td>
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<td>1E</td>
<td>6H</td>
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<td>MACHINE OPERATOR</td>
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<td>6H</td>
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<tr>
<td>PAINTER</td>
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<td>6H</td>
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<tr>
<td>WELDER</td>
<td>$28.03</td>
<td>1E</td>
<td>6H</td>
</tr>
<tr>
<td>LAYEROUT</td>
<td>$29.91</td>
<td>1E</td>
<td>6H</td>
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Counties Covered:  
CLARK

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<th>Classification Code</th>
<th>Prevailing Wage</th>
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<th>Holiday Code</th>
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<tr>
<td>MACHINE OPERATOR</td>
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<td>1B</td>
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<td>$24.46</td>
<td>1B</td>
<td>6V</td>
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<tr>
<td>WELDER</td>
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<td>6V</td>
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Counties Covered:  
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<tr>
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Counties Covered:  
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Counties Covered:  
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<tbody>
<tr>
<td>FITTER</td>
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<tr>
<td>LABORER</td>
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Counties Covered:  
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<th>Holiday Code</th>
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Counties Covered:
KLICKITAT, SKAMANIA, WAHIKAKUM

Counties Covered:
Pierce

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<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
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<tbody>
<tr>
<td>FITTER</td>
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<td>LABORER</td>
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Counties Covered:
SNOHOMISH

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Counties Covered:
SPokane

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<th>Classification Code</th>
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<tr>
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<td>$10.27</td>
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<tr>
<td>WELDER</td>
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## METAL FABRICATION (IN SHOP)  
**EFFECTIVE 08-31-2008**

(See Benefit Code Key)

<table>
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<th>Holiday Code</th>
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<td>LAYEROUT</td>
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<td>WELDER</td>
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**Counties Covered:**  
**THURSTON**

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<th>Holiday Code</th>
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<tbody>
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<tr>
<td>LABORER</td>
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<td>MACHINE OPERATOR</td>
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**Counties Covered:**  
**WHATCOM**

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<th>Holiday Code</th>
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<tbody>
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<tr>
<td>LABORER</td>
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<tr>
<td>WELDER</td>
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</table>

**Counties Covered:**  
**YAKIMA**

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Supplemental to Wage Rates 12
# Fabricated Precast Concrete Products

**Effective 08-31-2008**

(See Benefit Code Key)

<table>
<thead>
<tr>
<th>Classification Code</th>
<th>Prevailing Wage</th>
<th>Overtime Code</th>
<th>Holiday Code</th>
</tr>
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<tbody>
<tr>
<td><strong>All Classifications</strong></td>
<td>$9.96</td>
<td>1</td>
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<tr>
<td>Counties Covered:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adams, Asotin, Benton, Columbia, Douglas, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Stevens, Walla Walla and Whitman</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| **All Classifications** | $8.61           | 1             |              |
| Counties Covered:       |                 |               |              |
| Chelan, Kittitas, Klickitat and Skamania |

| **All Classifications** | $13.50          | 1             |              |
| Counties Covered:       |                 |               |              |
| Clallam, Clark, Cowlitz, Grays Harbor, Island, Jefferson, Kitsap, Lewis, Mason, Pacific, San Juan, Skagit, Snohomish, Thurston and Wahkiakum |

| **All Classifications** | $11.50          | 1             |              |
| Counties Covered:       |                 |               |              |
| Franklin               |

| **All Classifications** | $13.15          | 2K            | 5B           |
| Counties Covered:       |                 |               |              |
| Pierce                  |

| **All Classifications** | $9.28           | 1             |              |
| Counties Covered:       |                 |               |              |
| Spokane                 |

| **All Classifications** | $20.23          | 1             |              |
| Counties Covered:       |                 |               |              |
| Whatcom                 |

| **All Classifications** | $13.67          | 1             |              |
| Counties Covered:       |                 |               |              |
| Yakima                  |

| Craftsmen              | $8.72           | 1             |              |
| Laborer                | $9.07           | 1             |              |

Supplemental to Wage Rates
WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects. When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.
Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

The following two letters from the State Department of Labor and Industries (State L&I) dated August 18, 1992 and June 18, 1999, clarify the intent and establish policy for 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
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 SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   C. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   D. THE FIRST TWO (2) HOURS BEFORE OR AFTER A FIVE - EIGHT (8) HOUR WORK WEEK DAY OR A FOUR - TEN (10) HOUR WORK WEEK DAY AND THE FIRST EIGHT (8) HOURS WORKED THE NEXT DAY AFTER EITHER WORK WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL ADDITIONAL HOURS WORKED AND ALL WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   E. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER HOURS WORKED MONDAY THROUGH SATURDAY, AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   F. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL OTHER OVERTIME HOURS WORKED, EXCEPT LABOR DAY, SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
   G. THE FIRST TEN (10) HOURS WORKED ON SATURDAYS AND THE FIRST TEN (10) HOURS WORKED ON A FIFTH CALENDAR WEEKDAY IN A FOUR - TEN HOUR SCHEDULE, SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   H. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS OR EQUIPMENT BREAKDOWN) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED MONDAY THROUGH SATURDAY OVER TWELVE (12) HOURS AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   I. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
   P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
1. Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas Day) shall be paid at double the hourly rate of wage. All hours worked on Christmas Day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except labor day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

T. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve (12) in a single shift and all work performed after 6:00 PM Saturday to 6:00 AM Monday and holidays shall be paid at double the straight time rate of pay. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas Day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas Day shall be paid at double the hourly rate of wage. When a four (4) day, ten (10) hour workweek is established, all hours worked on Saturdays shall be paid at one-and-one-half times the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 AM and 5:00 PM (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except Labor Day) shall be paid at one and one-half times the hourly rate of wage. (Except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

2. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at one and one-half times the hourly rate of wage.

A. The first six (6) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of six (6) hours on Saturday and all hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

D. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. The first eight (8) hours worked on holidays shall be paid at straight time in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at one and one-half times the hourly rate of wage.

E. All hours worked on Saturdays or holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays or on labor day shall be paid at two times the hourly rate of wage.

F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

I. All hours worked on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and on labor day shall be paid at two times the hourly rate of wage.

J. All hours worked on Sundays shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage, including the holiday pay. All hours worked on unpaid holidays shall be paid at two times the hourly rate of wage.

K. All hours worked on holidays shall be paid at two times the hourly rate of wage in addition to the holiday pay.

L. All hours worked on Saturdays (or on the regular day off during a workweek other than Monday through Friday) and holidays shall be paid at one and one-half times the hourly rate of wage, except labor day which shall be paid at double the hourly rate. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays shall be paid at double 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.

Q. All hours worked on labor day shall be paid at double the hourly rate of wage.

R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

S. 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, except the day after Thanksgiving, the day after Christmas and a floating holiday, which shall be paid at the straight time rate if worked, in addition to holiday pay.

4A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

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

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

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

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

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


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


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

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

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

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

M. HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS AND CHRISTMAS DAY (9).

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

P. HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AND SATURDAY AFTER THANKSGIVING DAY, THE DAY BEFORE CHRISTMAS, AND CHRISTMAS DAY (9). IF A HOLIDAY FALLS ON SUNDAY, THE FOLLOWING MONDAY SHALL BE CONSIDERED AS A HOLIDAY.

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).

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

U. PAID HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING JR. DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (8).

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

W. PAID HOLIDAYS: NINE (9) PAID HOLIDAYS.
X. HOLIDAYS: AFTER 520 HOURS - NEW YEAR'S DAY, THANKSGIVING DAY AND CHRISTMAS DAY. AFTER 2080 HOURS - NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY AND A FLOATING HOLIDAY (8).

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

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


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


E. PAID HOLIDAYS: NEW YEAR'S DAY, DAY BEFORE OR AFTER NEW YEAR'S DAY, PRESIDENTS DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A HALF-DAY ON CHRISTMAS EVE DAY. (9 1/2).


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

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

J. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, THE DAY AFTER CHRISTMAS, AND A FLOATING HOLIDAY (9).

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

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, CHRISTMAS DAY, DAY BEFORE OR AFTER CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY (11).
Y. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, FRIDAY AFTER THANKSGIVING DAY, CHRISTMAS DAY, AND A FLOATING HOLIDAY (9).


NOTE CODES

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

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

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

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

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

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

P. WORKERS ON HAZMAT PROJECTS Receive ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - CLASS A SUIT: $2.00, CLASS B SUIT: $1.50, CLASS C SUIT: $1.00, AND CLASS D SUIT $0.50.
FEDERAL WAGE RATES
General Decision Number: WA080001 07/24/2009 WA1
Superseded General Decision Number: WA070001
State: Washington
Construction Types: Heavy (Heavy and Dredging) and Highway
Counties: Washington Statewide.

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

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* CARP0001-008 05/01/2008

Carpenters:
COLUMBIA RIVER AREA -
ADAMS, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GRANT, OKANOGAN
(EAST OF THE 120TH MERIDIAN) WALLA WALLA and Yakima COUNTIES

<table>
<thead>
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<th>Rates</th>
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<td>GROUP 1:</td>
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<td>GROUP 8:</td>
<td>$28.00</td>
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<td>GROUP 9:</td>
<td>$33.75</td>
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SPOKANE AREA:
  ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS
  AND WHITMAN COUNTIES

GROUP 1: $26.06  9.55
GROUP 2: $28.06  9.55
GROUP 3: $26.32  9.55
GROUP 4: $26.06  9.55
GROUP 5: $60.14  9.55
GROUP 6: $29.07  9.55
GROUP 7: $30.07  9.55
GROUP 8: $27.32  9.55
GROUP 9: $33.07  9.55

CARPENTER & DIVER CLASSIFICATIONS:

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

GROUP 2: Millwright, machine erector

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

GROUP 4: Bridge, dock and wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby, Bell/Vehicle or Submersible Operator, Not Under Pressure.

GROUP 8: Assistant Tender, ROV Tender/Technician.

GROUP 9: Manifold Operator - Mixed Gas

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

DISPATCH POINTS:
  CARPENTERS/MILLWRIGHTS: PASCO (2819 W. SYLVESTER) or Main Post Office of established residence of employee, whichever is closest to the worksite.
CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee, whichever is closest to the worksite.

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

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee, whichever is closest to the worksite.

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee, whichever is closest to the worksite.

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

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

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

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

HAZMAT PROJECTS:

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

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

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

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

LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.
SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS (Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

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<td>CARPENTERS; ACOUSTICAL......$ 27.56</td>
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<td>DIVERS TENDERS.................$ 30.28</td>
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<td>DIVERS.........................$ 68.84</td>
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<td>DRYWALL.........................$ 27.56</td>
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<td>FLOOR LAYERS &amp; FLOOR FINISHERS (the laying of all hardwood floors nailed and mastic set, parquet and wood-type tiles, and block floors, the sanding and finishing of floors, the preparation of old and new floors when the materials mentioned above are to be installed); INSULATORS (fiberglass and similar irritating materials)..................$ 27.71</td>
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<td>MILLWRIGHTS....................$ 28.04</td>
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<td>PILEDRIVERS.....................$ 28.04</td>
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DEPTH PAY:
50 TO 100 FEET $1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET $1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET $2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00
BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER,
NOTE: All dispatches for Washington State Counties; Cowlitz, Wahkiakum
and Pacific shall be from Longview Local #1707 and mileage shall be
computed from that point.)

ZONE 1: Projects located within 30 miles of the respective
city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40
miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50
miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60
miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70
miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected
city of the above mentioned cities

CARP0770-003 06/01/2009

Carpenters:

CENTRAL WASHINGTON:
CHelan, Douglas (west of the 120th Meridian), Kittitas,
Okanogan, West of the 120th Meridian) and Yakima Counties

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<td>Carpenter and Drywall Applicators $25.25</td>
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<td>Carpenter on Creosote Material $25.25</td>
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<td>Millwright and Machine Erectors $36.39</td>
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<tr>
<td>Pile Driver, Driving, Pulling, Cutting, Placing Collars, Setting, Welding Or Creosote Treated Material, All Piling $35.59</td>
<td>11.97</td>
</tr>
<tr>
<td>Sawfilers, Stationary Power Saw Operators, Floor Finisher, Floor Layer, Shingler, Floor Sander Operator and Operators of Other Stationary Wood Working Tools $25.25</td>
<td>11.97</td>
</tr>
</tbody>
</table>
HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

<table>
<thead>
<tr>
<th>City</th>
<th>City</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seattle</td>
<td>Olympia</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Auburn</td>
<td>Bremerton</td>
<td>Anacortes</td>
</tr>
<tr>
<td>Renton</td>
<td>Shelton</td>
<td>Yakima</td>
</tr>
<tr>
<td>Aberdeen-Hoquiam</td>
<td>Tacoma</td>
<td>Wenatchee</td>
</tr>
<tr>
<td>Ellensburg</td>
<td>Everett</td>
<td>Port Angeles</td>
</tr>
<tr>
<td>Centralia</td>
<td>Mount Vernon</td>
<td>Sunnyside</td>
</tr>
<tr>
<td>Chelan</td>
<td>Pt. Townsend</td>
<td></td>
</tr>
</tbody>
</table>

Zone Pay:
- 0 - 25 radius miles Free
- 26-35 radius miles $1.00/hour
- 36-45 radius miles $1.15/hour
- 46-55 radius miles $1.35/hour
- Over 55 radius miles $1.55/hour

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

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

Zone Pay:
- 0 - 25 radius miles Free
- 26-45 radius miles $ .70/hour
- Over 45 radius miles $1.50/hour
CARP0770-006 06/01/2009

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACOUSTICAL WORKERS.........$ 35.35</td>
<td>13.08</td>
</tr>
<tr>
<td>BRIDGE, DOCK &amp; WHARF</td>
<td></td>
</tr>
<tr>
<td>CARPENTERS..................$ 35.39</td>
<td>13.08</td>
</tr>
<tr>
<td>CARPENTERS AND DRYWALL</td>
<td></td>
</tr>
<tr>
<td>APPLICATORS..................$ 35.39</td>
<td>13.08</td>
</tr>
<tr>
<td>CARPENTERS ON CREOSOTE</td>
<td></td>
</tr>
<tr>
<td>MATERIAL....................$ 35.49</td>
<td>13.08</td>
</tr>
<tr>
<td>DIVERS TENDER................$ 39.15</td>
<td>13.08</td>
</tr>
<tr>
<td>DIVERS......................$ 87.20</td>
<td>13.08</td>
</tr>
<tr>
<td>INSULATION APPLICATORS.......$ 35.39</td>
<td>13.08</td>
</tr>
<tr>
<td>MILLWRIGHT AND MACHINE</td>
<td></td>
</tr>
<tr>
<td>ERECTORS....................$ 36.39</td>
<td>13.08</td>
</tr>
<tr>
<td>PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CREOSOTE TREATED MATERIAL, ALL PILING........$. 35.59</td>
<td>13.08</td>
</tr>
<tr>
<td>SAWFILERS, STATIONARY</td>
<td></td>
</tr>
<tr>
<td>POWER SAW OPERATORS, FLOOR FINISHER, FLOOR LAYER, SHINGLER, FLOOR SANDER OPERATOR AND OPERATORS OF OTHER STATIONARY WOOD WORKING TOOLS....................$ 35.52</td>
<td>13.08</td>
</tr>
</tbody>
</table>

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle Olympia Bellingham
Auburn Bremerton Anacortes
Renton Shelton Yakima
Aberdeen-Hoquiam Tacoma Wenatchee
Ellensburg Everett Port Angeles
Centralia Mount Vernon Sunnyside
Chelan Pt. Townsend

WA080001 Modification 31
Federal Wage Determination
Zone Pay:
0 - 25 radius miles Free
26-35 radius miles $1.00/hour
36-45 radius miles $1.15/hour
46-55 radius miles $1.35/hour
Over 55 radius miles $1.55/hour

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

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

Zone Pay:
0 - 25 radius miles Free
26-45 radius miles $.70/hour
Over 45 radius miles $.50/hour

ELEC0046-001 06/01/2009

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>CABLE SPLICER.................$ 44.89 3%+15.71</td>
<td></td>
</tr>
<tr>
<td>ELECTRICIAN....................$ 40.81 3%+15.71</td>
<td></td>
</tr>
</tbody>
</table>

ELEC0048-003 07/01/2009

CLARK, Klickitat and Skamania Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER.................$ 35.90 16.43</td>
<td></td>
</tr>
<tr>
<td>ELECTRICIAN....................$ 35.65 16.82</td>
<td></td>
</tr>
</tbody>
</table>

HOURLY ZONE PAY

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria.

Zone Pay:
Zone 1: 31-50 miles $1.50/hour
Zone 2: 51-70 miles $3.50/hour
Zone 3: 71-90 miles $5.50/hour
Zone 4: Beyond 90 miles $9.00/hour

* These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.
ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER $28.22</td>
<td>3%+12.48</td>
</tr>
<tr>
<td>ELECTRICIAN $27.82</td>
<td>3%+12.48</td>
</tr>
</tbody>
</table>

ELEC0076-002 02/28/2009

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER $38.57</td>
<td>3%+14.75</td>
</tr>
<tr>
<td>ELECTRICIAN $34.75</td>
<td>3%+14.75</td>
</tr>
</tbody>
</table>

ELEC0077-002 02/01/2007

Line Construction:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICERS $42.09</td>
<td>3.875%+10.60</td>
</tr>
<tr>
<td>GROUNDMEN $26.31</td>
<td>3.875%+8.60</td>
</tr>
<tr>
<td>LINE EQUIPMENT MEN $32.32</td>
<td>3.875%+8.70</td>
</tr>
<tr>
<td>LINEMEN, POLE SPRayers,</td>
<td></td>
</tr>
<tr>
<td>HEAVY LINE EQUIPMENT MAN $37.58</td>
<td>3.875%+10.60</td>
</tr>
<tr>
<td>POWDERMEN, JACKHAMMERMEN $28.19</td>
<td>3.875%+8.60</td>
</tr>
<tr>
<td>TREE TRIMMER $22.65</td>
<td>3.875%+8.35</td>
</tr>
</tbody>
</table>

ELEC0112-005 12/01/2008

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER $35.39</td>
<td>3%+13.48</td>
</tr>
<tr>
<td>ELECTRICIAN $33.70</td>
<td>3%+13.48</td>
</tr>
</tbody>
</table>

ELEC0191-003 03/01/2008

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER $36.86</td>
<td>3%+12.98</td>
</tr>
<tr>
<td>ELECTRICIAN $33.51</td>
<td>3%+12.98</td>
</tr>
</tbody>
</table>

WA080001 Modification 31
Federal Wage Determination
CHelan, DOUGLAS, GRANT AND OKANOGAN COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER</td>
<td>$32.46</td>
</tr>
<tr>
<td>ELECTRICIAN</td>
<td>$29.51</td>
</tr>
</tbody>
</table>

COWLITZ AND WAHIKIAKUM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CABLE SPLICER</td>
<td>$34.68</td>
</tr>
<tr>
<td>ELECTRICIAN</td>
<td>$31.53</td>
</tr>
</tbody>
</table>

ENG10302-003 06/01/2009

CHelan (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYs HARBOUR, ISLAND, JEFFERSON, KING, KITsAP, KITITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUAN, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

PROJECTS: CATEGORY A PROJECTS (EXCLUDES CATEGORY B PROJECTS, AS SHOWN BELOW)

Zone 1 (0-25 radius miles):

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power equipment operators:</td>
<td></td>
</tr>
<tr>
<td>Group 1A</td>
<td>$35.79</td>
</tr>
<tr>
<td>Group 1AA</td>
<td>$36.36</td>
</tr>
<tr>
<td>Group 1AAA</td>
<td>$36.92</td>
</tr>
<tr>
<td>Group 1</td>
<td>$35.24</td>
</tr>
<tr>
<td>Group 2</td>
<td>$34.75</td>
</tr>
<tr>
<td>Group 3</td>
<td>$34.33</td>
</tr>
<tr>
<td>Group 4</td>
<td>$31.97</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 rates):

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifits), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler-asphalt, crushe; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under
GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor;
Concrete finish machine-laser screed; Cranes-A frame-10 tons
and under; Elevator and Manlift-permanent or shaft type;
Gradechecker, Stakehop; Forklifts under 3000 lbs. with
attachments; Hydralifts/boom trucks, 10 tons and under; Oil
distributors, blower distribution and mulch seeding
operator; Pavement breaker; Posthole digger, mechanical;
Power plant; Pumps, water; Rigger and Bellman; Roller-other
than plant mix; Wheel Tractors, farmall type;
Shotcrete/gunite equipment operator

Category B Projects: 95% of the basic hourly rate for each
group plus full fringe benefits applicable to category A
projects shall apply to the following projects. A Reduced
rates may be paid on the following:

1. Projects involving work on structures such as buildings
and bridges whose total value is less than $1.5 million
excluding mechanical, electrical, and utility portions of
the contract.

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

H-1 Base wage rate when on a hazardous waste site when not
 outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus $.25 per hour.

H-3 Class "B" Suit - Base wage rate plus $.50 per hour.

H-4 Class "A" Suit - Base wage rate plus $.75 per hour.
**CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES**

On projects described in footnote A below, the rate for each group shall be 95% of the base rate plus full fringe benefits. On all other work, the following rates apply.

**WORK PERFORMED ON HYDRAULIC DREDGES:**

<table>
<thead>
<tr>
<th>Zone 1 (0-25 radius miles):</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Power equipment operators:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>GROUP 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td>$300,000 AND OVER</td>
<td>$31.33</td>
</tr>
<tr>
<td>TOTAL PROJECT COST UNDER</td>
<td>$300,000</td>
<td>$26.96</td>
</tr>
<tr>
<td><strong>GROUP 2</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td>$300,000 AND OVER</td>
<td>$31.46</td>
</tr>
<tr>
<td>TOTAL PROJECT COST UNDER</td>
<td>$300,000</td>
<td>$27.06</td>
</tr>
<tr>
<td><strong>GROUP 3</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td>$300,000 AND OVER</td>
<td>$31.84</td>
</tr>
<tr>
<td>TOTAL PROJECT COST UNDER</td>
<td>$300,000</td>
<td>$27.38</td>
</tr>
<tr>
<td><strong>GROUP 4</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td>$300,000 AND OVER</td>
<td>$31.89</td>
</tr>
<tr>
<td>TOTAL PROJECT COST UNDER</td>
<td>$300,000</td>
<td>$27.43</td>
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<td><strong>GROUP 5</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td>$300,000 AND OVER</td>
<td>$33.46</td>
</tr>
<tr>
<td>TOTAL PROJECT COST UNDER</td>
<td>$300,000</td>
<td>$28.75</td>
</tr>
<tr>
<td><strong>GROUP 6</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL PROJECT COST</td>
<td>$300,000 AND OVER</td>
<td>$31.33</td>
</tr>
<tr>
<td>TOTAL PROJECT COST UNDER</td>
<td>$300,000</td>
<td>$26.96</td>
</tr>
</tbody>
</table>

**Zone Differential (Add to Zone 1 rates):**

- **Zone 2 (26-45 radius miles)** - $0.70
- **Zone 3 (Over 45 radius miles)** - $1.00

**BASEPOINTS:** Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima
POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

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

Category B Projects: 95% of the basic hourly rate for each
group plus full fringe benefits applicable to category A
projects shall apply to the following projects. A Reduced
rates may be paid on the following:

1. Projects involving work on structures such as buildings
and bridges whose total value is less than $1.5 million
excluding mechanical, electrical, and utility portions of
the contract.

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

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

Heavy Wage rates (Category A) Applies to clam shell dredge,
hoe and dipper, shovels and shovel attachments, cranes and
bulldozers.

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

H-1 Base wage rate when on a hazardous waste site when not
outfitted with protective clothing

H-2 Class "C" Suit - Base wage rate plus $.25 per hour.

H-3 Class "B" Suit - Base wage rate plus $.50 per hour.

H-4 Class "A" Suit - Base wage rate plus $.75 per hour.
ADAMS, ASOTIN, BENTON, CHelan (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

<table>
<thead>
<tr>
<th>Power equipment operators:</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1A..................................</td>
<td>$23.21</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 1.....................................</td>
<td>$23.76</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 2.....................................</td>
<td>$24.08</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 3.....................................</td>
<td>$24.59</td>
<td>11.05</td>
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<tr>
<td>GROUP 4.....................................</td>
<td>$24.85</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 5.....................................</td>
<td>$25.01</td>
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<tr>
<td>GROUP 6.....................................</td>
<td>$25.29</td>
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<tr>
<td>GROUP 7.....................................</td>
<td>$25.56</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 8.....................................</td>
<td>$26.66</td>
<td>11.05</td>
</tr>
</tbody>
</table>

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

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

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Drillers Helper (Assist driller in making drill rod connections, service drill engine and air compressor, repair drill rig and drill tools, drive drill support truck to and on the job site, remove drill cuttings from around bore hole and inspect drill rig while in operation); Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzelman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine.
GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CPM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pumpcrete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)
GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (6 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

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

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stifflegs (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehringer Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shauberly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot
BOOM PAY:  (All Cranes, Including Tower)
180 ft to 250 ft   $ .50 over scale
Over 250 ft       $ .80 over scale

NOTE:
In computing the length of the boom on Tower Cranes, they
shall be measured from the base of the Tower to the point
of the boom.

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

ENGI0370-006 06/01/2008

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

WORK PERFORMED ON HYDRAULIC DREDGES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1:.........................$ 31.85</td>
<td>13.53</td>
</tr>
<tr>
<td>GROUP 2:.........................$ 32.36</td>
<td>13.53</td>
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<tr>
<td>GROUP 3:.........................$ 32.41</td>
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<td>GROUP 4:.........................$ 33.98</td>
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<tr>
<td>GROUP 6:.........................$ 31.98</td>
<td>13.53</td>
</tr>
<tr>
<td>GROUP 7:.........................$ 32.36</td>
<td>13.53</td>
</tr>
</tbody>
</table>

GROUP 1: Assistant Mate (Deckhand)
GROUP 2: Assistant Engineer (Electric, Diesel, Steam, or
Booster Pump)
GROUP 3: Engineer Welder
GROUP 4: Leverman, Hydraulic
GROUP 5: Maintenance
GROUP 6: Oiler
GROUP 7: Mates & Boatman

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power equipment operators:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WORK PERFORMED ON HYDRAULIC DREDGES: Total Project cost $300,000 and over</td>
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<td>GROUP 1...........</td>
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<td>$31.84</td>
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<td>12.75</td>
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<td>GROUP 6...........</td>
<td>$31.33</td>
<td>12.75</td>
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<tr>
<td>WORK PERFORMED ON HYDRAULIC DREDGES: Total Project Cost under $300,000</td>
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<tr>
<td>GROUP 1...........</td>
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<td>$28.75</td>
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<td>GROUP 6...........</td>
<td>$26.96</td>
<td>8.40</td>
</tr>
<tr>
<td>ZONE 2 (26-45 radius miles) - Add $.70 to Zone 1 rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZONE 3 (Over 45 radius miles) - Add $1.00 to Zone 1 rates</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BASEPOINTS: Tacoma, Olympia, and Centralia

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

WORK PERFORMED ON HYDRAULIC DREDGES:

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS

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

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ENGI0612-006 06/01/2009

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

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

Zone 1 (0-25 radius miles):

<table>
<thead>
<tr>
<th>Power equipment operators:</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP 1A ...................</td>
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<td>GROUP 1AA ...................</td>
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<td>GROUP 1AAA ...................</td>
<td>$ 36.92</td>
<td>15.15</td>
</tr>
<tr>
<td>GROUP 1 ....................</td>
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<td>GROUP 2 ....................</td>
<td>$ 34.75</td>
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<td>GROUP 3 ....................</td>
<td>$ 34.33</td>
<td>15.15</td>
</tr>
<tr>
<td>GROUP 4 ....................</td>
<td>$ 31.97</td>
<td>15.15</td>
</tr>
</tbody>
</table>

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

WA080001 Modification 31
Federal Wage Determination
POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor;
Concrete Finish Machine-laser screed; Cranes A-frame 10
tons and under; Elevator and manlift (permanent and shaft
type); Forklifts-under 3000 lbs. with attachments;
Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and
under; Oil distributors, blower distribution and mulch
seeding operator; Pavement breaker; Posthole
digger-mechanical; Power plant; Pumps-water; Rigger and
Bellman; Roller-other than plant mix; Wheel Tractors,
farmall type; Shotcrete/gunite equipment operator

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

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

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

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

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

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ENGI0701-002 01/01/2009

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND
WAHKIUKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power equipment operators: (See Footnote A)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1..........................$ 36.22</td>
<td>10.90</td>
</tr>
<tr>
<td>GROUP 1A.........................$ 38.03</td>
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<tr>
<td>GROUP 1B.........................$ 39.84</td>
<td>10.90</td>
</tr>
<tr>
<td>GROUP 2..........................$ 34.65</td>
<td>10.90</td>
</tr>
</tbody>
</table>
GROUP 3.................$ 33.69 10.90
GROUP 4.................$ 32.78 10.90
GROUP 5.................$ 31.71 10.90
GROUP 6.................$ 28.82 10.90

Zone Differential (add to Zone 1 rates):
Zone 2 - $2.50
Zone 3 - $5.00

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

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

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

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

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

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc. operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, CLAMSHHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or
more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Fayer operator (screedman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOWING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer
Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mecanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push- pull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete
Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10-ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or similar types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULERS: Crawler DJBs Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chip Spreading machine operator; Lime spreading operator, construction job site; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feederman; CRUSHER: Crusher oiler; Crusher feederman; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (excluding working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driven; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Rigger;
PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power);
Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman;
Oiler; Switchman; Motorman; Ballast Jack Tamper Operator;
SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler,
Grade Oiler (required to check grade); Grade Checker;
Fireman; SWEEPER: Broom operator, self propelled,
construction job site; SURFACING (BASE) MATERIAL: Roller
Operator, grading of base rock (not asphalt); Tamping
Machine operator, mechanical, self-propelled; Hydrographic
Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade
Oiler; TUNNEL: Conveyor operator; Air filtration equipment
operator

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ENGI0701-003 01/01/2009

Clark, Cowlitz, Klickitat, Pacific (South), Skamania, and Wahkiakum
Counties

Rates Fringes

Dredging:

ZONE A

ASSISTANT ENGINEER .......... $ 37.30 10.80
ASSISTANT MATE .............. $ 32.96 10.80
LEVERMAN, DIPPER,
FLOATING CLAMSHELL ....... $ 39.88 10.80
LEVERMAN, HYDRAULIC ....... $ 39.88 10.80
TENDERMAN ................... $ 36.12 10.80

ZONE B

ASSISTANT ENGINEER .......... $ 39.80 10.80
ASSISTANT MATE .............. $ 35.46 10.80
LEVERMAN, DIPPER,
FLOATING CLAMSHELL ....... $ 42.38 10.80
LEVERMAN, HYDRAULIC ....... $ 42.38 10.80
TENDERMAN ................... $ 38.62 10.80

ZONE C

ASSISTANT ENGINEER .......... $ 41.30 10.80
ASSISTANT MATE .............. $ 36.96 10.80
LEVERMAN, DIPPER,
FLOATING CLAMSHELL ....... $ 43.88 10.80
LEVERMAN, HYDRAULIC ....... $ 43.88 10.80
TENDERMAN ................... $ 40.12 10.80

ZONE DESCRIPTION FOR DREDGING:

ZONE A - All jobs or projects located within 30 road miles of
Portland City Hall.
ZONE B - Over 30-60 road miles from Portland City Hall.
ZONE C - Over 60 road miles from Portland City Hall.

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

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WA080001 Modification 31
Federal Wage Determination 28
<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
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<tbody>
<tr>
<td>IRONWORKER</td>
<td>$30.79</td>
<td>17.40</td>
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<tr>
<td>CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAUKUM COUNTIES</td>
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<td>$33.12</td>
<td>17.40</td>
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<td>YAKIMA, KITTITAS AND CHELAN COUNTIES</td>
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<tr>
<td>IRONWORKER</td>
<td>$31.07</td>
<td>17.40</td>
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<tr>
<td>CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, FIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES</td>
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<tr>
<td>IRONWORKER</td>
<td>$36.62</td>
<td>17.40</td>
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</table>
Laborers: CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKagit, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

<table>
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<tr>
<th>Zone 1:</th>
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<tr>
<td>GROUP 1..........</td>
<td>$ 21.77</td>
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<tr>
<td>GROUP 2..........</td>
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<tr>
<td>GROUP 3..........</td>
<td>$ 30.96</td>
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<td>GROUP 4..........</td>
<td>$ 31.70</td>
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<tr>
<td>GROUP 5..........</td>
<td>$ 32.21</td>
<td>9.07</td>
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</table>

CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th>Zone 2:</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>GROUP 1..........</td>
<td>$ 19.95</td>
<td>9.07</td>
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<tr>
<td>GROUP 2..........</td>
<td>$ 20.58</td>
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<tr>
<td>GROUP 3..........</td>
<td>$ 22.54</td>
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<tr>
<td>GROUP 4..........</td>
<td>$ 23.09</td>
<td>9.07</td>
</tr>
<tr>
<td>GROUP 5..........</td>
<td>$ 23.48</td>
<td>9.07</td>
</tr>
</tbody>
</table>

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

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

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

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

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

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

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

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

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

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

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A).
ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA AND WHITMAN COUNTIES

Laborers:

<table>
<thead>
<tr>
<th>Zone 1</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>GROUP 1</td>
<td>$20.56</td>
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<tr>
<td>GROUP 2</td>
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<tr>
<td>GROUP 3</td>
<td>$22.93</td>
<td>7.70</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$23.20</td>
<td>7.70</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$23.48</td>
<td>7.70</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$24.85</td>
<td>7.70</td>
</tr>
</tbody>
</table>

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

BASE POINTS: Spokane, Pasco, Lewiston

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

LABORER CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpecrete machine, signaling, handling the nozzle of squeezcrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpecrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhooseman; Scaffold Erector (wood or steel); Stake Jumper; Structural
Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhouseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collaran, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

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

GROUP 6 - Powderman
LAB00238-006 06/01/2008

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

<table>
<thead>
<tr>
<th>Rates</th>
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<tr>
<td>Hod Carrier..........................</td>
<td>$ 24.10</td>
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LAB00335-001 06/01/2008

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Laborers:</td>
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<tr>
<td>ZONE 1:</td>
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<td>GROUP 1:</td>
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<td>$ 24.96</td>
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<td>GROUP 6:</td>
<td>$ 22.54</td>
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<tr>
<td>GROUP 7:</td>
<td>$ 19.34</td>
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</tbody>
</table>

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

BASE POINTS: GOLDEDALE, LONGVIEW, AND VANCOUVER

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

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

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

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

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

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-010 06/01/2008

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick Mason Tender/Hod Carrier...$ 29.58</td>
<td>8.40</td>
</tr>
</tbody>
</table>

PAIN0005-002 06/01/2008

STATEWIDE EXCEPT CLARK, COWLITZ, Klickitat, Pacific (South), Skamania, and WAHXIAKUM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters: STRIPERS..................$ 26.50</td>
<td>11.40</td>
</tr>
</tbody>
</table>

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER......................$ 20.82</td>
<td>7.44</td>
</tr>
</tbody>
</table>
ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application of Cold Tar</td>
<td></td>
</tr>
<tr>
<td>Products, Epoxies, Polyure</td>
<td></td>
</tr>
<tr>
<td>thanes, Acids, Radiation</td>
<td></td>
</tr>
<tr>
<td>Resistant Material, Water</td>
<td></td>
</tr>
<tr>
<td>and Sandblasting, Bridges,</td>
<td></td>
</tr>
<tr>
<td>Towers, Tanks, Stacks,</td>
<td></td>
</tr>
<tr>
<td>Steeples....................$ 20.84</td>
<td>7.88</td>
</tr>
<tr>
<td>Over 30'/Swing Stage Work..$ 21.54</td>
<td>7.88</td>
</tr>
<tr>
<td>Brush, Roller, Striping,</td>
<td></td>
</tr>
<tr>
<td>Steam-cleaning and Spray....$ 15.09</td>
<td>6.68</td>
</tr>
<tr>
<td>Lead Abatement, Asbestos</td>
<td></td>
</tr>
<tr>
<td>Abatement...................$ 20.84</td>
<td>7.88</td>
</tr>
<tr>
<td>TV Radio, Electrical</td>
<td></td>
</tr>
<tr>
<td>Transmission Towers.........$ 21.59</td>
<td>7.88</td>
</tr>
<tr>
<td>Over 30'/Swing Stage Work..$ 22.29</td>
<td>7.88</td>
</tr>
</tbody>
</table>

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

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKI AKUM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
</tr>
<tr>
<td>Brush &amp; Roller..............$ 19.69</td>
<td>7.14</td>
</tr>
<tr>
<td>High work - All work 60 ft. or higher..............$ 20.44</td>
<td>7.14</td>
</tr>
<tr>
<td>Spray and Sandblasting......$ 20.29</td>
<td>7.14</td>
</tr>
</tbody>
</table>
Painters:
HFACEWAY & PARKING LOT
STRIPER.....................$ 28.27 8.27

* PLAS072-001 05/01/2009

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, PERRY,
FRANKLIN, GARFIELD, GRANT, KITITITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA
COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Mason/Concrete Finisher</td>
<td></td>
</tr>
<tr>
<td>ZONE 1: .....................$ 24.08</td>
<td>11.22</td>
</tr>
<tr>
<td>Zone Differential (Add to Zone 1 rate): Zone 2 - $2.00</td>
<td></td>
</tr>
<tr>
<td>BASE POINTS: Spokane, Pasco, Moses Lake, Lewiston</td>
<td></td>
</tr>
<tr>
<td>Zone 1: 0 - 45 radius miles from the main post office</td>
<td></td>
</tr>
<tr>
<td>Zone 2: Over 45 radius miles from the main post office</td>
<td></td>
</tr>
</tbody>
</table>

* PLAS0528-001 05/01/2009

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Masons:</td>
<td></td>
</tr>
<tr>
<td>CEMENT MASON...................$ 35.75</td>
<td>13.40</td>
</tr>
<tr>
<td>COMPOSITION, COLOR MASTIC,</td>
<td></td>
</tr>
<tr>
<td>TROWEL MACHINE, GRINDER,</td>
<td></td>
</tr>
<tr>
<td>POWER TOOLS, GUNNITE NOZZLE.$ 36.25</td>
<td>13.40</td>
</tr>
<tr>
<td>TROWLING MACHINE OPERATOR</td>
<td></td>
</tr>
<tr>
<td>ON COLORED SLABS COMPOSITION</td>
<td></td>
</tr>
<tr>
<td>OR KALMAN FLOORS...........$ 37.25</td>
<td>13.40</td>
</tr>
</tbody>
</table>

* PLAS0555-002 06/01/2009

CLARK, KLICKITAT AND SKAMANIA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cement Masons:</td>
<td></td>
</tr>
<tr>
<td>ZONE 1:</td>
<td></td>
</tr>
<tr>
<td>CEMENT MASONS DOING BOTH</td>
<td></td>
</tr>
<tr>
<td>COMPOSITION/POWER</td>
<td></td>
</tr>
<tr>
<td>MACHINERY AND</td>
<td></td>
</tr>
<tr>
<td>SUSPENDED/HANGING SCAFFOLD..$ 29.94</td>
<td>15.59</td>
</tr>
<tr>
<td>CEMENT MASONS ON</td>
<td></td>
</tr>
<tr>
<td>SUSPENDED, SWINGING AND/OR</td>
<td></td>
</tr>
<tr>
<td>HANGING SCAFFOLD............$ 29.41</td>
<td>15.59</td>
</tr>
<tr>
<td>COMPOSITION MASONS............$ 28.87</td>
<td>15.59</td>
</tr>
<tr>
<td>COMPOSITION WORKERS AND</td>
<td></td>
</tr>
</tbody>
</table>
Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

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

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

PLUM0032-002 06/01/2009

CLALLAM, KING AND JEFFERSON COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>Plumbers and Pipefitters........$ 45.00</td>
<td>19.41</td>
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PLUM0032-003 06/01/2009

CHELAN, KITTITAS (NORTHERN TIP), DOUGLAS (NORTH), AND OKANOGAN (NORTH) COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters........$ 32.60</td>
<td>15.49</td>
</tr>
</tbody>
</table>

PLUM0044-003 06/01/2007

ADAMS (NORTHERN PART), ASOTIN (CLARKSTON ONLY), FERRY (EASTERN PART), LINCOLN, PEND ORIELLE, STEVENS, SPOKANE, AND WHITMAN COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters ADAMS (NORTHERN PART), ASOTIN (CLARKSTON ONLY), FERRY (EASTERN PART), LINCOLN, PEND ORIELLE AND STEVENS AND SPOKANE</td>
<td></td>
</tr>
<tr>
<td>COUNTIES</td>
<td>$ 30.14</td>
</tr>
<tr>
<td>------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>WHITMAN COUNTY</td>
<td>$ 36.24</td>
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</tbody>
</table>

PLUM0082-001 06/01/2007

CLARK (NORTHERN TIP INCLUDING WOODLAND), COWLITZ, GRAYS HARBOR, LEWIS, MASON (EXCLUDING NE SECTION), PACIFIC, FIERCE SKAMANIA, THURSTON AND WAHKIAKUM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$ 35.55</td>
</tr>
</tbody>
</table>

PLUM0265-003 06/01/2007

ISLAND, SKAGIT, SNOHOMISH, SAN JUAN AND WHATCOM COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$ 35.55</td>
</tr>
</tbody>
</table>

PLUM0290-003 04/01/2009

CLARK (ALL EXCLUDING NORTHERN TIP INCLUDING CITY OF WOODLAND)

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$ 35.69</td>
</tr>
</tbody>
</table>

* PLUM0598-005 06/01/2009

ADAMS (SOUTHERN PART), ASOTIN (EXCLUDING THE CITY OF CLARKSTON), BENTON, COLUMBIA, DOUGLAS (EASTERN HALF), FERRY (WESTERN PART), FRANKLIN, GARFIELD, GRANT, KITTITAS (ALL BUT NORTHERN TIP), Klickitat, LINCOLN (WESTERN PART), OKANOGAN (EASTERN), WALLA WALLA AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers</td>
<td>$ 41.09</td>
</tr>
</tbody>
</table>
### MASON (NE SECTION), AND KITSAP COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td></td>
</tr>
<tr>
<td>All new construction, additions, and remodeling of commercial building projects such as: cocktail lounges and taverns, professional buildings, medical clinics, retail stores, hotels and motels, restaurants and fast food types, gasoline service stations, and car washes where the plumbing and mechanical cost of the project is less than $100,000</td>
<td>$27.39</td>
</tr>
<tr>
<td>All other work where the plumbing and mechanical cost of the project is $100,000 and over</td>
<td>$34.90</td>
</tr>
</tbody>
</table>

---

### CLARK, COWLITZ, Klickitat, Pacific (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), Skamania, and Wahkiakum Counties

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck drivers:</td>
<td></td>
</tr>
<tr>
<td>ZONE 1</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$26.90</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$27.02</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$27.15</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$27.41</td>
</tr>
<tr>
<td>GROUP 5</td>
<td>$27.63</td>
</tr>
<tr>
<td>GROUP 6</td>
<td>$27.79</td>
</tr>
<tr>
<td>GROUP 7</td>
<td>$27.99</td>
</tr>
</tbody>
</table>

Zone Differential (Add to Zone 1 Rates):

- Zone 2 - $0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75
BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof; up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry
mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

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

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

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

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TEAM0174-001 05/01/2009

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

Rates Fringes

Truck drivers:
ZONE A:
GROUP 1:.................$ 31.87 14.60
GROUP 2:.................$ 31.03 14.60
GROUP 3:.................$ 28.22 14.60
GROUP 4:.................$ 23.25 14.60
GROUP 5:.................$ 31.42 14.60

ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.
ZONE C (over 45 miles from center of listed cities*): Add $1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:
TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side and end bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

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

GROUP 4 - Escort or Pilot Car

WA080001 Modification 31
Federal Wage Determination
GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0760-002 06/01/2008

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)</td>
<td></td>
</tr>
<tr>
<td>ZONE 1:</td>
<td></td>
</tr>
<tr>
<td>GROUP 1...$ 20.02</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 2...$ 22.29</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 3...$ 22.79</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 4...$ 23.12</td>
<td>11.05</td>
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<tr>
<td>GROUP 5...$ 23.23</td>
<td>11.05</td>
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<tr>
<td>GROUP 6...$ 23.40</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 7...$ 23.93</td>
<td>11.05</td>
</tr>
<tr>
<td>GROUP 8...$ 24.26</td>
<td>11.05</td>
</tr>
</tbody>
</table>

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

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material
GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher;Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dump Truck (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dump Truck (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

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

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

GROUP 8: Prime Movers and Stringer Truck; Trucks, side, end,
bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

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

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

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

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:
Trucks Pulling Equipment Trailers: shall receive $.15/hour over applicable truck rate

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (i) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
Required Contract Provisions Federal-Aid Construction Contracts
FHWA-1273 Electronic Version – March 10, 1994

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

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

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

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

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

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

   Section I, paragraph 2;
   Section IV, paragraphs 1, 2, 3, 4, and 7;
   Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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

II. **NONDISCRIMINATION**

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

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

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

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

   "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer**: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy**: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
   
   a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
   
   b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
   
   c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
   
   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
   
   e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment**: When advertising for employees, the contractor will include in all advertisements for employees the notation: “An Equal Opportunity Employer.” All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
   
   a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
   
   b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have
the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

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

   a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
   
   b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
   
   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
   
   d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these 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, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color,
religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g., disabled parking).

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

2. **Classification:**

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

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

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

b. Trainees:

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

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

3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or if 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 an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

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

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

6. Withholding:

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

7. Overtime Requirements:

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

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

9. **Withholding for Unpaid Wages and Liquidated Damages:**

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

V. **STATEMENTS AND PAYROLLS**

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

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

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

2. **Payrolls and Payroll Records:**

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

   b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the
labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and 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 transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

16
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 "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

* * * * *

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

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

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

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

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

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

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

   * * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

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

* * * *

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

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

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

* * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

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

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

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

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

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

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

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

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

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

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

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

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

Under Section II, in accordance with standard specification 1-08.1(1) and applicable RCWs a new paragraph 8d is added as follows:

The contractor or subcontractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract and/or agreement no later than ten (10) days from the receipt of each payment the prime contractor receives from WSDOT or its sub-recipients. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the WSDOT. This clause covers both DBE and non-DBE contractors.

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

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

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

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

Under Section IV, Paragraph 4c is deleted.

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

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

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

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

Section VI, Records Of Material, Supplies, And Labor, is deleted.

Amendment to Form FHWA 1273
Revised May 25, 2007
EXHIBIT A
February 6, 2009

Malik Rehman, P.E.
Public Works Department
Yakima County
128 North Second Street
Yakima, WA 98901

RE: SR 97: GCA 5995: State Force Work
Related to the Closure of Olden Way on the
East Side of the SR 97/Olden Way
Intersection.

Dear Malik,

Enclosed are two fully executed original agreement document for the above noted work. Please file this document in the County records as appropriate.

Jim Henderson has been assigned to oversee the WSDOT work for this agreement. His phone number is 577-1960. Please contact Jim to coordinate the WSDOT work with the County work.

If you have any questions, please contact me at (509) 577-1785.

Sincerely,

Ken Lockwood

Jamil Anabtawi,
SCR Utility Engineer

JA/kgI
Enclosure

Cc: Jim Henderson (1 Copy of Agreement)
Art Veach (1 Original+1 Copy+AEI+Checklist) Request for final setup
Melinda Warren (1 Copy+AEI) Request for W.O. setup
Linda Raber (1 Copy+AEI)
File
Local Agency Participating Agreement
Work by State - Actual Cost

<table>
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Region: South Central Region
Advance Payment Amount: 0

Organization and Address
Yakima County
128 North 2nd Street
Room 408 Courthouse
Yakima, WA 98901

Section / Location: Olden Way Road Intersection

Description of Work:
Reconfigure the signage, striping and pavement markings on SR 97 (MP 64.89) to eliminate SR 97 Southbound traffic from turning left onto Olden Way Road and eliminate SR 97 Northbound traffic from turning right onto Olden Way Road.

THIS AGREEMENT, made and entered into this 3rd day of Feb, 2009, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, (hereinafter the “STATE”) and the above named organization, (hereinafter the “LOCAL AGENCY”).

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as shown above, and in connection therewith, the LOCAL AGENCY has requested that the STATE perform certain work as herein described, and/or is responsible for a portion of the work as provided for under WAC 468-18-040(5)(d), and

WHEREAS, it is deemed to be in the best interest for the STATE to include the necessary items of work in the STATE’s construction contract proposed for the improvement of this section of State Highway, and

WHEREAS, the LOCAL AGENCY is obligated for the cost of work described herein.

NOW THEREFORE, by virtue of RCW 47.28.140 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

I. GENERAL

The STATE, as agent acting for and on behalf of the LOCAL AGENCY, agrees to perform the above “Description of Work”.

Plans, specifications and cost estimates shall be prepared by the STATE in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction, and amendments thereto, and adopted design standards, unless otherwise noted. The STATE will incorporate the plans and specifications into the STATE’s project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract.

The LOCAL AGENCY hereby approves the plans and specifications for the described work as shown on Exhibit “B”, attached hereto and by this reference made a part of this AGREEMENT.

The LOCAL AGENCY may, if it desires, furnish an inspector on the project. Any costs for such inspection will be borne solely by the LOCAL AGENCY. All contact between said inspector and the STATE’s contractor shall be through the STATE’s representative.

The LOCAL AGENCY agrees, upon satisfactory completion of the work involved, to deliver a letter of acceptance to the STATE which shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under this AGREEMENT.

If a letter of acceptance is not received by the STATE within 90 days following completion of the work, the work will be considered accepted by the LOCAL AGENCY and shall release the STATE from all future claims and demands of any nature resulting from the performance of the work under this AGREEMENT.

The LOCAL AGENCY may withhold this acceptance of work by submitting written notification to the STATE within the 90-day period. This notification shall include the reasons for withholding the acceptance.

II. PAYMENT

The LOCAL AGENCY, in consideration of the faithful performance of the work to be done by the STATE, agrees to reimburse the STATE for the actual direct and related indirect cost of the work.
An itemized estimate of cost for work to be performed by the STATE at the LOCAL AGENCY’s expense is marked Exhibit “A”, and is attached hereto and by this reference made a part of this AGREEMENT.

Partial payments shall be made by the LOCAL AGENCY, upon request of the STATE, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment.

The LOCAL AGENCY agrees to make payment for the work to be done by the STATE within thirty (30) days from receipt of billing from the STATE.

The LOCAL AGENCY agrees that if payment for the work is not made within ninety (90) days after receipt of billing the STATE may withhold any tax monies which the LOCAL AGENCY is entitled to receive from the Motor Vehicle Fund until payment for the work is received by the STATE.

The LOCAL AGENCY agrees to pay the STATE the “Advance Payment Amount” stated above within 20 days after the STATE submits its first partial payment request to the LOCAL AGENCY. The advance payment represents approximately fifteen (15) percent of the estimate of cost and covers costs incurred by the STATE in the initial stages of the project. The advance payment will be carried throughout the life of the project with final adjustment made in the final payment.

III DELETION OF WORK

In the event the estimate of cost, EXHIBIT “A”, is in excess of $10,000 and the total actual bid prices for the work covered by this AGREEMENT exceeds the estimate of costs by more than 15 percent, the LOCAL AGENCY shall have the option of directing the STATE to delete all or a portion of the work covered by this AGREEMENT from the STATE’s contract. Except, that this provision shall be null and void if the LOCAL AGENCY’s portion of the work exceeds 20 percent of the actual total contract bid price, or if the LOCAL AGENCY is responsible for the costs under state law or the Washington Administrative Code WAC 468-18-040(5)(d).

The LOCAL AGENCY shall have five (5) working days from the date of written notification to inform the STATE to delete the work. Should the LOCAL AGENCY exercise its option to delete the work, the LOCAL AGENCY agrees, upon billing by the STATE, to reimburse the STATE for preliminary engineering costs incurred by the STATE to include the work covered by this AGREEMENT in the STATE’s contract.

IV EXTRA WORK

In the event unforeseen conditions require an increase in the cost of 25 percent or more from that agreed to on Exhibit “A”, this AGREEMENT will be modified by a supplement AGREEMENT covering said increase.

In the event it is determined that any change from the description of work contained in this AGREEMENT is required, approval must be secured from the LOCAL AGENCY prior to the beginning of such work. Where the change is substantial, written approval must be secured.

Reimbursement for increased work and/or a substantial change in the description of work shall be limited to costs covered by a written modification, change order or extra work order approved by the LOCAL AGENCY.

V RIGHT OF ENTRY

The LOCAL AGENCY hereby grants and conveys to the STATE the right of entry upon all land which the LOCAL AGENCY has interest, within or adjacent to the right of way of the highway, for the purpose of constructing and if necessary, maintaining said improvements.

Upon completion of the work outlined herein, all future operation and maintenance of the LOCAL AGENCY’s facilities shall be at the sole cost of the LOCAL AGENCY and without expense to the STATE.

VI LEGAL RELATIONS

No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

By

Title

Date

February 3, 2009

STATE OF WASHINGTON

DEPARTMENT OF TRANSPORTATION

By

Title

A.R.A. For Planning & Proj. Mgmt.

Date

2-6-09
Exhibit A

SR 97: Olden Way Intersection

Cost Estimate
To Restripe SR 97 to Eliminate Traffic Movements Between SR 97 and that Portion of Olden Way Road Which Lies East of SR 97

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Labor</td>
<td>$2,100.90</td>
</tr>
<tr>
<td>Total Equipment</td>
<td>595.90</td>
</tr>
<tr>
<td>Total Materials</td>
<td>182.90</td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td>$2879.70</td>
</tr>
</tbody>
</table>

Maximum AGREEMENT amount allowed by 25% overrun factor = $3599.63

Overhead expenses will not be charged because Reciprocal Overhead Agreement #OH 00168 is in effect.

All labor, equipment, and materials are to be provided by the WSDOT, and the total actual cost is to be reimbursed to the WSDOT by Yakima County.
Agreement GCA 5995
PLANS
TS 3130
ROAD CLOSURE SIGN SPECIFICATIONS

<table>
<thead>
<tr>
<th>SIGN NO.</th>
<th>MUTCD SIGN #</th>
<th>LOCATION</th>
<th>SIGN SIZE</th>
<th>SHEET TYPE</th>
<th>POST MATERIAL</th>
<th>POST LENGTH</th>
<th>CLEARANCE</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>TYPE III BARRICADE EJ</td>
<td>8' ROAD CLOSURE</td>
<td>0' 0'</td>
<td>II</td>
<td>WOOD</td>
<td>4'x4' 0'</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>(2)</td>
<td>TYPE III BARRICADE EDO</td>
<td>8' ROAD CLOSURE</td>
<td>0' 0'</td>
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<td>WOOD</td>
<td>4'x4' 0'</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>(3)</td>
<td>TYPE III BARRICADE EDO</td>
<td>8' ROAD CLOSURE</td>
<td>0' 0'</td>
<td>II</td>
<td>WOOD</td>
<td>4'x4' 0'</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>(4)</td>
<td>W8-101</td>
<td>8' ROAD CLOSURE, ABOVE TYPE III BARRICADE EDO</td>
<td>16' 16'</td>
<td>II</td>
<td>WOOD</td>
<td>4'x4' 0'</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>(5)</td>
<td>W8-1</td>
<td>OLDENWAY ROAD, 5O' SOUTH OF DRACH ROAD</td>
<td>36' 36'</td>
<td>II</td>
<td>METAL</td>
<td>2'x2' 12'</td>
<td>7'</td>
<td>10'</td>
</tr>
</tbody>
</table>

NOTES:
1. ALL SIGNS TO COMPLY WITH 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.
NOTES:
1. MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
2. FOR CODE REFERENCES AND STANDARD SIGN LAYOUT DETAILS, SEE STANDARD HIGHWAY SIGN BOOK.
3. THE SIGNS AND POSTS SHALL BE DISASSEMBLED AND DELIVERED TO THE YAKIMA COUNTY PUBLIC WORKS DEPARTMENT MAINTENANCE SHOP AT 1216 51ST ST, YAKIMA, WA. 98901.

SIGN REMOVAL 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>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>W3-1</td>
<td>W3-1</td>
<td>OLDENWAY ROAD, 525' NORTH OF SR 97</td>
<td>30&quot; x 30&quot;</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>MOUNTED BELOW SIGN NO. 4</td>
</tr>
<tr>
<td>R1-1</td>
<td>R1-1</td>
<td>OLDENWAY ROAD 62' NORTH OF SR 97</td>
<td>36&quot; x 36&quot;</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>MOUNTED BELOW SIGN NO. 7 &quot;BRANCH RD&quot;</td>
</tr>
<tr>
<td>R1-1</td>
<td>R1-1</td>
<td>OLDENWAY ROAD 797' NORTH OF SR 97</td>
<td>36&quot; x 36&quot;</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>MOUNTED BELOW SIGN NO. 10 &quot;OLDENWAY RD&quot;</td>
</tr>
<tr>
<td>R1-1</td>
<td>R1-1</td>
<td>OLDENWAY ROAD 1505' NORTH OF SR 97</td>
<td>36&quot; x 36&quot;</td>
<td>WOOD</td>
<td>4&quot; x 4&quot;</td>
<td>MOUNTED BELOW SIGN NO. 13 &quot;OLDENWAY RD&quot;</td>
</tr>
</tbody>
</table>
TYPICAL SIGN INSTALLATION

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. "X" = DISTANCE FROM THE EXISTING SHOULDER, CURB, 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.

PERMANENT SIGNING SPECIFICATIONS

<table>
<thead>
<tr>
<th>SIGN NO.</th>
<th>MUTCD</th>
<th>SIGN NO.</th>
<th>LOCATION</th>
<th>SIGN SIZE (O.D.)</th>
<th>SHAPING TYPE</th>
<th>POST MATERIAL</th>
<th>POST SIZE (IN)</th>
<th>POST HT (FT)</th>
<th>CLEARANCE (FT)</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>816-92-010-1</td>
<td>W102-166600</td>
<td>Oldenway Road, 50' East of Oldenway Road</td>
<td>30&quot;</td>
<td>30&quot;</td>
<td>II</td>
<td>METAL</td>
<td>2 X 2&quot;</td>
<td>12</td>
<td>Y</td>
</tr>
<tr>
<td>2</td>
<td>816-92-090-1</td>
<td>D10-100300</td>
<td>Oldenway Road &amp; SW corner of Branch Road</td>
<td>24&quot;</td>
<td>6&quot;</td>
<td>II</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
</tr>
<tr>
<td>3</td>
<td>816-92-090-1</td>
<td>D10-100300</td>
<td>Oldenway Road &amp; SW corner of Branch Road</td>
<td>24&quot;</td>
<td>6&quot;</td>
<td>II</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
<td>10'</td>
</tr>
<tr>
<td>4</td>
<td>816-92-090-1</td>
<td>D10-100300</td>
<td>Oldenway Road &amp; SW corner of Branch Road</td>
<td>24&quot;</td>
<td>6&quot;</td>
<td>II</td>
<td>SAME</td>
<td>SAME</td>
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<td>10'</td>
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<tr>
<td>5</td>
<td>W102-166600</td>
<td>W102-166600</td>
<td>Branch Road, 50' West of Oldenway Road</td>
<td>30&quot;</td>
<td>30&quot;</td>
<td>II</td>
<td>METAL</td>
<td>2 X 2&quot;</td>
<td>17</td>
<td>Y</td>
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<tr>
<td>6</td>
<td>W102-166600</td>
<td>W102-166600</td>
<td>Branch Road, 50' West of Oldenway Road</td>
<td>30&quot;</td>
<td>30&quot;</td>
<td>II</td>
<td>METAL</td>
<td>2 X 2&quot;</td>
<td>17</td>
<td>Y</td>
</tr>
</tbody>
</table>

COUNTY ENGINEER
DATE: JUN - 2 2009

PROJECT ENGINEER: M. REHAN

PREPARED UNDER THE DIRECTION OF:

REVISION
### SIGN REMOVAL 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>REMARKS</th>
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</thead>
<tbody>
<tr>
<td>W2-1</td>
<td>83-503564D-3</td>
<td>SR 97 E50' WEST OF OLDENWAY ROAD</td>
<td>36&quot; x 36&quot;</td>
<td>WOOD</td>
<td>4' X 4&quot;</td>
<td>MOUNTED BELOW SIGN NO. 2</td>
</tr>
<tr>
<td>D3-302S</td>
<td>SAME</td>
<td>SAME</td>
<td>60&quot; x 10&quot;</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
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<tr>
<td>W2-1</td>
<td>83-503564D-3</td>
<td>SR 97 W500' EAST OF OLDENWAY ROAD</td>
<td>36&quot; x 36&quot;</td>
<td>WOOD</td>
<td>4' X 4&quot;</td>
<td>MOUNTED BELOW SIGN NO. 2</td>
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<tr>
<td>D3-302S</td>
<td>SAME</td>
<td>SAME</td>
<td>60&quot; x 10&quot;</td>
<td>SAME</td>
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<td>SAME</td>
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### PERMANENT SIGNING SPECIFICATIONS

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<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>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>W2-2</td>
<td>83-503564D-3</td>
<td>SR 97 E500' WEST OF OLDENWAY ROAD</td>
<td>36&quot; x 36&quot;</td>
<td>WOOD</td>
<td>4' X 4&quot;</td>
<td>EXISTING SIGN LOCATION AND POST</td>
</tr>
<tr>
<td>D3-302S</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
</tr>
<tr>
<td>W2-2L</td>
<td>83-503564D-3</td>
<td>SR 97 W500' EAST OF OLDENWAY ROAD</td>
<td>36&quot; x 36&quot;</td>
<td>WOOD</td>
<td>4' X 4&quot;</td>
<td>MOUNTED BELOW SIGN NO. 2</td>
</tr>
<tr>
<td>D3-302S</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
<td>SAME</td>
</tr>
</tbody>
</table>
### TYPICAL SIGN INSTALLATION

NOTES:
1. ALL SIGNS TO COMPLY WITH MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
2. FOR STRUCTURE AND MOUNTING DETAILS, SEE STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION, SERIES G.
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.

### GENERAL TRAFFIC CONTROL SIGN SPECIFICATIONS

<table>
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<tr>
<th>SIGN NO.</th>
<th>MUTCD SIGN</th>
<th>LOCATION</th>
<th>SIGN X</th>
<th>SIGN Y</th>
<th>SHEETING TYPE</th>
<th>POST MATERIAL</th>
<th>POST SIZE</th>
<th>POST LENGTH</th>
<th>CLEARANCE</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>W20-1</td>
<td>620-2</td>
<td>S.R. 97' 500' WEST OF OLDENWAY ROAD</td>
<td>40&quot;</td>
<td>40&quot;</td>
<td>II Wood</td>
<td>4 x 4&quot;</td>
<td>16'</td>
<td>7</td>
<td>10'</td>
<td></td>
</tr>
<tr>
<td>W20-2</td>
<td>620-2</td>
<td>S.R. 97' 500' EAST OF OLDENWAY ROAD</td>
<td>40&quot;</td>
<td>40&quot;</td>
<td>II Wood</td>
<td>4 x 4&quot;</td>
<td>16'</td>
<td>7</td>
<td>10'</td>
<td></td>
</tr>
<tr>
<td>W20-3</td>
<td>620-2</td>
<td>OLDENWAY ROAD, 500' SOUTH OF S.R. 97</td>
<td>40&quot;</td>
<td>40&quot;</td>
<td>II Wood</td>
<td>4 x 4&quot;</td>
<td>16'</td>
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<tr>
<td>W20-4</td>
<td>620-2</td>
<td>OLDENWAY ROAD, 100' SOUTH OF BRANCH ROAD</td>
<td>40&quot;</td>
<td>40&quot;</td>
<td>II Wood</td>
<td>4 x 4&quot;</td>
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<td>OLDENWAY ROAD, 100' NORTH OF BRANCH ROAD</td>
<td>40&quot;</td>
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<td>II Wood</td>
<td>4 x 4&quot;</td>
<td>16'</td>
<td>7</td>
<td>10'</td>
<td></td>
</tr>
</tbody>
</table>
NOTES

1. A Protective Vehicle is recommended regardless if a TMA is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.

2. Channelizing Device spacing for the downstream taper option shall be 20' O.C.

3. No Encroachment on the traveled lane is permitted. If Encroachment is necessary, the lane shall be closed (see Standard Plan K-24.20).

4. Signs to be post-mounted for long term projects.

5. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual MSG-65.

LONGITUDINAL BUFFER SPACE = B

<table>
<thead>
<tr>
<th>POSTED SPEED (MPH)</th>
<th>LENGTH B (FEET)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>30</td>
</tr>
<tr>
<td>25</td>
<td>30</td>
</tr>
</tbody>
</table>

BUFFER DATA

<table>
<thead>
<tr>
<th>VEHICLE TYPE</th>
<th>LOADED WEIGHT</th>
<th>MINIMUM WEIGHT 15,000 LBS.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.</td>
<td></td>
<td>(MINIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MARINE FACTORER RECOMMENDATION)</td>
</tr>
</tbody>
</table>

**MINIMUM TAPER LENGTH = L (FEET)**

<table>
<thead>
<tr>
<th>SHOULDER WIDTH (FEET)</th>
<th>POSTED SPEED (MPH)</th>
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</thead>
<tbody>
<tr>
<td>6</td>
<td>SEE STS PLAN 270</td>
</tr>
<tr>
<td>8</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>1</td>
</tr>
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</table>

**STO ROD RAIL**

**ODDENWAY ROAD**

**SHEE 9 OF 9**