CONTRACT DOCUMENTS

PIONEER WAY BRIDGE NO. 70 REPLACEMENT PROJECT
Federal Aid Project No. BROS-9939(022)
YAKIMA COUNTY PUBLIC SERVICES PROJECT

C 3486
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. EKSTED

COUNTY ENGINEER

DATE: 6/9/14
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DELIVERY OF PROPOSALS
Sealed bids will be received at the following location before the specified time:

Office of the County Engineer of Yakima County
4th 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.

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 July 2, 2014.

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

Yakima County Courthouse
Fourth Floor Conference Room
128 North 2nd Street
Yakima, Washington 98901

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

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

FORM FURNISHED:
All Bids shall be submitted on authorized forms supplied by the County. Any Bid 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 Road Engineer’s office at the address above to request authorized bid documents.

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

YAKIMA COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

PIONEER WAY BRIDGE #70 REPLACEMENT
COUNTY PROJECT NO. - C 3485 / FEDERAL AID PROJECT NO. - BROS-9939(022)
PROPOSAL

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

C 3486 – PIONEER WAY BRIDGE #70 REPLACEMENT

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:

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Total =

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

- CONTINUED NEXT PAGE -
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.: __________________________
DBA 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 herein without prior permission from the County Engineer shall be cause for considering the proposal irregular and subsequent rejection of the bid.
(2) Please refer to Section 1-02.6 of the Standard Specifications, re: "Preparation of Proposal"
(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications C 3486.
LETTER OF RESPONSIBILITY

Date: 
County Road Project No.: C 3486

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

Dear Sirs:

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

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

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

DESCRIPTION OF WORK:

C 3486 – PIONEER WAY BRIDGE #70 REPLACEMENT PROJECT

I have the following equipment available for this work:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

________________________________________________________________________
________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

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

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

Very truly yours,

________________________________________________________________________
Contractor

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This "letter of responsibility" shall not be construed to be a request for Prequalification 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.
Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

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 to have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report 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.
Local Agency 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.
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 the 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
Local Agency Disadvantaged Business Enterprise Utilization Certification

To be eligible for award of this contract the bidder must fill out and submit, as part of its bid proposal, the following Disadvantaged Business Enterprise Utilization Certification relating to Disadvantaged Business Enterprise (DBE) requirements. The Contracting Agency shall consider as non-responsive and shall reject any bid proposal that does not contain a DBE Certification which properly demonstrates that the bidder will meet the DBE participation requirements in one of the manners provided for in the proposed contract. The Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation has been unsuccessful. The successful bidder's Disadvantage Business Enterprise Utilization Certification shall be deemed a part of the resulting contract. Information on certified firms is available from OMWBE, telephone 360-664-9750 or Toll Free 1-866-208-1064.

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Disadvantaged Business Enterprise Subcontracting Goal:

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

**See the section “Crediting DBE Participation Toward Meeting the Goal” in the Contract Document.**

**The Contracting Agency will utilize this amount to determine whether or not the bidder has met the goal. In the event of an arithmetic difference between this total and the sum of the individual amounts listed above, then the sum of the amounts listed shall prevail and the total will be revised accordingly. Participation in excess of the goal amount will be considered voluntary or race-neutral participation.**

SR

DGT Form 272-056A EF 07/2011

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PIONEER WAY BRIDGE #70 REPLACEMENT

COUNTY PROJECT NO. - C 3486 / FEDERAL AID PROJECT NO. - BROS-9939(022)

INFORMATIONAL BID DOCUMENTS

11
Local Agency Disadvantaged Business Enterprise (DBE)
Written Confirmation Document

As an authorized representative of the Disadvantaged Business Enterprise (DBE), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided in the bidder's Disadvantaged Business Enterprise Utilization Certification.

Contract Title: ________________________________

Bidder's Business Name: _______________________

DBE's Business Name: _________________________

DBE Signature: _______________________________

DBE's Title: __________________________________

Date: _______________________________________

The entries must be consistent with what is shown on the bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in bid rejection. See contract provision; Disadvantaged Business Enterprise Condition of Award Participation.

Description of Work: __________________________________________

Amount to be Applied Towards Goal: _______________________________
CONTRACT

THIS AGREEMENT is made and entered into between Yakima County acting under and by virtue of Titles 36 and 39 RCW, hereinafter called the "COUNTY" and ________________, hereinafter called the "CONTRACTOR".

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The CONTRACTOR shall do all work and furnish all tools and equipment for C 3486 – Pioneer Way Bridge #70 Replacement Project, and shall perform any changes in the work in accordance with the Contract Documents, which include the Contract Form, Bidder's completed Proposal Form, Scope of Work, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, and any change orders.

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 conditions stated 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 contracting 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 nor any employee of the COUNTY is entitled to any benefits that the COUNTY provides its employees. The CONTRACTOR is solely responsible for payment of all 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.

CONTRACTOR:

Signed:____________________, 2014

Signature for Contractor.

Print or Type Name of Person Signing

Title

Foregoing Contract approved and ratified

_________________________ 20__

Surety

Attorney in fact

BOARD OF YAKIMA COUNTY COMMISSIONERS

Signed:____________________, 2014

Kevin J. Bouchey, Chairman

J. Rand Elliot, Commissioner

Michael D. Leita, Commissioner

ATTEST: Clerk of the Board

Tiera Girard

Approved as to form:

Deputy Prosecuting Attorney

PIONEER WAY BRIDGE #70 REPLACEMENT
COUNTY PROJECT NO. - C 3486 / FEDERAL AID PROJECT NO. - BROS-9939(022)

INFORMATIONAL BID DOCUMENTS

13
PERFORMANCE BOND

(See RCW 39.08)

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

THE CONDITION of this bond is such that WHEREAS, on ____________________, 20___, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of C 3486 – Pioneer Way Bridge #70 Replacement Project, according to the maps, plans and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subject to the jurisdiction of the State of Washington.

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

Dated this __________ day of ______________________, 20__.

__________________________
PRINCIPAL

By:__________________________

__________________________
SURETY

By:__________________________

__________________________
Chair of the Board of
Yakima County Commissioners

Date:__________________________, 20___

__________________________
Approved as to form:

__________________________
Deputy Prosecuting Attorney

Name of Local Office of Agent

__________________________
Address of Local Office Agent

__________________________
BOND NUMBER

__________________________
YAKIMA COUNTY CONTRACT NUMBER

PIONEER WAY BRIDGE #70 REPLACEMENT

COUNTY PROJECT NO. - C 3486 / FEDERAL AID PROJECT NO. - BROS-9939(022)

INFORMATIONAL BID DOCUMENTS
AMENDMENTS TO
THE STANDARD
SPECIFICATIONS
INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2014 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.

1-02.AP1

Section 1-02, Bid Procedures and Conditions
April 7, 2014

1-02.8(1) Noncollusion Declaration
The third paragraph is revised to read:

Therefore, by including the Non-collusion Declaration as part of the signed bid Proposal, the Bidder is deemed to have certified and agreed to the requirements of the Declaration.

1-03.AP1

Section 1-03, Award and Execution of Contract
March 3, 2014

1-03.4 Contract Bond
The last word of item 3 is deleted.

Item 4 is renumbered to 5.

The following is inserted after item 3 (after the preceding Amendments are applied):

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

1-04.AP1

Section 1-04, Scope of the Work
April 7, 2014

1-04.4 Changes
In the third paragraph, item number 1 and 2 are revised to read:

a. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
b. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. For the purpose of this Section, an item of Work will be defined as any item that qualifies for adjustment under the provisions of Section 1-04.6.

1-07.AP1

Section 1-07, Legal Relations and Responsibilities to the Public
January 6, 2014

1-07.2 State Taxes
This section is revised to read:

The Washington State Department of Revenue has issued special rules on the state sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

The Contracting Agency may deduct from its payments to the Contractor, retention or lien the bond, in the amount the Contractor owes the State Department of Revenue, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor’s behalf. For additional information on tax rates and application refer to applicable RCW's, WACs or the Department of Revenue’s website.

1-07.2(1) State Sales Tax: Work Performed on City, County, or Federally-Owned Land
This section including title is revised to read:

1-07.2(1) State Sales Tax: WAC 458-20-171 – Use Tax
For Work designated as Rule 171, Use Tax, the Contractor shall include for compensation the amount of any taxes paid in the various unit Bid prices or other Contract amounts. Typically, these taxes are collected on materials incorporated into the project and items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into the project.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to Use Tax under Section 1-07.2(1).

1-07.2(2) State Sales Tax: Work on State-Owned or Private Land
This section including title is revised to read:

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax
For Work designated as Rule 170, Retail Sales Tax, the Contractor shall collect from the Contracting Agency, Retail Sales Tax on the full Contract price. The Contracting Agency will automatically add this Retail Sales Tax to each payment to the Contractor and for this reason; the Contractor shall not include the Retail Sales Tax in the unit Bid prices or in any other Contract amount. However, the Contracting Agency will not provide additional compensation to the Prime Contractor or Subcontractor for Retail Sales Taxes paid by the Contractor in addition to the Retail Sales Tax on the total contract amount. Typically, these taxes are collected on items such as 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 prices or in any other Contract amounts.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to Retail Sales Tax under Section 1-07.2(2).
1-07.2(3) Services
This section is revised to read:

Any contract wholly for professional or other applicable services is generally not subject to Retail Sales Tax and therefore the Contractor shall not collect Retail Sales Tax from the Contracting Agency on those Contracts. Any incidental taxes paid as part of providing the services shall be included in the payments under the contract.

1-08.AP1

Section 1-08, Prosecution and Progress
May 5, 2014

1-08.1 Subcontracting
The eighth paragraph is revised to read:

On all projects, the Contractor shall certify to the actual amounts paid to Disadvantaged, Minority, Women's, or Small Business Enterprise firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This Certification shall be submitted to the Project Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the contract using the application available at: https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation. The monthly report is due 20 calendar days following the end of the month. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

The ninth paragraph is deleted.

1-10.AP1

Section 1-10, Temporary Traffic Control
April 7, 2014

1-10.1(1) Materials
The following material reference is deleted from this section:

Barrier Drums 9-35.8

1-10.1(2) Description
The first paragraph is revised to read:

The Contractor shall provide flaggers, and all other personnel required for labor for traffic control activities and not otherwise specified as being furnished by the Contracting Agency.

1-10.2(1) General
In the third paragraph, the first two sentences are revised to read:

The primary and alternate TCS shall be certified by one of the organizations listed in the Special Provisions. Possession of a current Washington State TCS card and flagging card by the primary and alternate TCS is mandatory.
1-10.2(1)B Traffic Control Supervisor

The first paragraph is revised to read:

A Traffic Control Supervisor (TCS) shall be present on the project whenever flagging or other traffic control labor is being utilized or less frequently, as authorized by the Engineer.

The last paragraph is revised to read:

The TCS may perform the Work described in Section 1-10.3(1)A Flaggers or in Section 1-10.3(1)B Other Traffic Control Labor and be compensated under those Bid items, provided that the duties of the TCS are accomplished.

1-10.2(2) Traffic Control Plans

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. All construction signs, flaggers, and other traffic control devices are shown on the traffic control plan(s) except for emergency situations. If the Contractor proposes adding the use of flaggers to a plan, this will constitute a modification requiring approval by the Engineer. The modified plans shall show locations for all the required advance warning signs and a safe, protected location for the flagging station. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station.

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

Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, and other traffic control devices required to support the Work.

1-10.3(1) Traffic Control Labor

The first paragraph is revised to read:

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

1-10.3(1)A Flaggers and Spotters

This section's title is revised to read:

Flaggers

The first paragraph is revised to read:

Flaggers shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the Contracting Agency upon request.

The last paragraph is deleted.

1-10.3(1)B Other Traffic Control Labor

This section is revised to read:
In addition to flagging duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor to install, maintain and remove any traffic control devices shown on Traffic Control Plans.

1-10.3(3)B Sequential Arrow Signs
This section is supplemented with the following sentence:

When used in the caution mode, the four corner mode shall be used.

1-10.3(3)F Barrier Drums
This section including title is deleted in its entirety and replaced with the following:

1-10.3(3)F Vacant

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

The Project Engineer or designee will inspect the signal system at initial installation/operation and approve the signal timing. Final approval will be based on the results of the operational inspection.

1-10.4(2) Item Bids With Lump Sum for Incidentals
In the second paragraph, the first and second sentences are revised to read:

“Flaggers” will be measured by the hour. Hours will be measured for each flagging station, shown on an approved Traffic Control Plan, when that station is staffed in accordance with Section 1-10.3(1)A.

The first sentence of the last bulleted item in this section is revised to read:

Installing and removing Barricades, Traffic Safety Drums, Cones, Tubular Markers and Warning Lights and Flashers to carry out approved Traffic Control Plan(s).

1-10.5(2) Item Bids With Lump Sum for Incidentals
This section is deleted and replaced with the following:

“Traffic Control Supervisor”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.2(1)B.

“Pedestrian Traffic Control”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work for pedestrian traffic control defined in Section 1-10.

“Flaggers”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.3(1)A.
“Other Traffic Control Labor”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all labor costs incurred by the Contractor in performing the Work specified for this item in Section 1-10.4(2).

“Construction Signs Class A”, per square foot.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)A. In the event that “Do Not Pass” and “Pass With Care” signs must be left in place, a change order, as described in Section 1-04.4, will be required. When the Bid Proposal contains the item “Sign Covering”, then covering those signs indicated in the Contract will be measured and paid according to Section 8-21.

“Sequential Arrow Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)B.

“Portable Changeable Message Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for procuring all portable changeable message signs required for the project and for transporting these signs to and from the project.

“Transportable Attenuator”, per each.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)I except for costs compensated separately under the items “Operation of Transportable Attenuator” and “Repair Transportable Attenuator”.

“Operation of Transportable Attenuator”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for operating transportable attenuators on the project.

“Repair Transportable Attenuator”, by force account.

All costs of repairing or replacing transportable attenuators that are damaged by the motoring public while in use as shown on an approved Traffic Control Plan will be paid for by force account as specified in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has estimated the amount of force account for “Repair Transportable Attenuator” and has entered the amount in the Proposal to become a part of the total Bid by the Contractor. Transportable attenuators damaged due to the Contractor’s operation or damaged in any manner when not in use shall be repaired or replaced by the Contractor at no expense to the Contracting Agency.
"Other Temporary Traffic Control", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10, and which costs are not compensated by one of the above-listed items.

"Portable Temporary Traffic Control Signal", lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the 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.

6-02.AP6

Section 6-02, Concrete Structures
April 7, 2014

6-02.3(1) Classification of Structural Concrete
In paragraph two, item number 1 is revised to read:
Mix design and proportioning specified in Sections 6-02.3(2), 6-02.3(2)A and 6-02.3(2)A1.

Item number 3 is renumbered to 4.

After the preceding Amendments are applied, the following new numbered item is inserted after item number 2:

3. Temperature and time for placement requirements specified in Section 6-02.3(4)D.

6-02.3(2) Proportioning Materials
In the third paragraph, the first sentence is revised to read:
The use of fly ash is required for Class 4000P concrete, except that ground granulated blast furnace slag may be substituted for fly ash at a 1:1 ratio.

In the table titled “Cementitious Requirement for Concrete”, the row beginning with “4000D” is deleted.

The fourth paragraph is revised to read:
When both ground granulated blast furnace slag and fly ash are included in the concrete mix, the total weight of both these materials is limited to 40 percent by weight of the total cementitious material for concrete class 4000A, and 50 percent by weight of the total cementitious material for all other classes of concrete.

6-02.3(2)A Contractor Mix Design
In the first paragraph, the third sentence is revised to read:
The required average 28 day compressive strength shall be selected in accordance with ACI 318, Chapter 5, Section 5.3.2.
In the first paragraph, the fifth sentence is revised to read:

All proposed concrete mixes except Class 4000D shall meet the requirements in Cementitous Requirement for Concrete in Section 6-02.3(2).

In the fourth paragraph, the fourth sentence is deleted.

In the sixth paragraph, the first sentence is deleted.

In the seventh paragraph, the last sentence is deleted.

The eighth paragraph is revised to read:

Air content for concrete Class 4000D shall conform to Section 6-02.3(2)A1. For all other concrete, air content shall be a minimum of 4.5 percent and a maximum of 7.5 percent for all concrete placed above the finished ground line.

The following new sub-section is added:

6-02.3(2)A1 Contractor Mix Design for Concrete Class 4000D
All Class 4000D concrete shall be a project specific performance mix design conforming to the following requirements:

1. Aggregate shall use combined gradation in accordance with Section 9-03.1(5) with a nominal maximum aggregate size of 1-1/2 inches.

2. Permeability shall be less than 2,000 coulombs at 56 days in accordance with AASHTO T 277.

3. Freeze-thaw durability shall be provided by one of the following methods:
   a. The concrete shall maintain an air content between 4.5 and 7.5 percent.
   b. The concrete shall maintain a minimum air content that achieves a durability factor of 90 percent, minimum, after 300 cycles in accordance with AASHTO T 161, Procedure A. This air content shall not be less than 3.0 percent. Test samples shall be obtained from concrete batches of a minimum of 3.0 cubic yards.

4. Scaling shall have a visual rating less than or equal to 2 after 50 cycles in accordance with ASTM C 672.

5. Shrinkage at 28 days shall be less than 320 micro strain in accordance with AASHTO T 160.

6. Modulus of elasticity shall be measured in accordance with ASTM C 469.

7. Density shall be measured in accordance with ASTM C 138.

The Contractor shall submit the mix design in accordance with Section 6-02.3(2)A. The submittal shall include test reports for all tests listed above that follow the reporting requirements of the AASHTO/ASTM procedures. Samples for testing may be obtained from either laboratory or concrete plant batches. If concrete plant batches are used, the minimum batch size shall be 3.0 cubic yards. The Contractor shall submit the mix design to the Engineer at least 30 calendar days prior to the placement of concrete in the bridge deck.

6-02.3(4)D Temperature and Time For Placement
The first two sentences are revised to read:

Concrete temperatures shall remain between 55°F and 90°F while it is being placed, except that Class 4000D concrete temperatures shall remain between 55°F and 75°F during placement.
Precast concrete that is heat cured in accordance with Section 6-02.3(25)D shall remain between 50°F and 90°F while being placed.

6-02.3(5)H Sampling and Testing for Compressive Strength and Initial Curing
The second paragraph is revised to read:

The Contractor shall provide and maintain a sufficient number of cure boxes in accordance with WSDOT FOP for AASHTO T 23 for curing concrete cylinders. The cure boxes shall be readily accessible and no more than 500 feet from the point of acceptance testing, unless otherwise approved by the Engineer. The Contractor shall also provide, maintain and operate all necessary power sources and connections needed to operate the cure boxes. The cure boxes shall be in place and functioning at the specified temperature for curing cylinders prior to concrete placement. Concrete cylinders shall be cured in the cure boxes in accordance with WSDOT FOP for AASHTO T 23. The cure boxes shall have working locks and the Contractor shall provide the Engineer with one key to each of the locks. Once concrete cylinders are placed in the cure box, the cure box shall not be disturbed until the cylinders have been removed. The Contractor shall retain the cure box Temperature Measuring Device log and provide it to the Engineer upon request.

The following new paragraph is inserted after the last paragraph:

All cure box costs shall be incidental to the associated item of work.

6-02.3(6)A2 Cold Weather Protection
The first sentence in the first paragraph is revised to read:

This Specification applies when the weather forecast on the day of concrete placement predicts air temperatures below 35°F at any time during the 7 days following placement.

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

The temperature of the concrete shall be maintained above 50°F during the entire curing period or 7 days, whichever is greater.

6-02.3(10)D Concrete Placement, Finishing, and Texturing
This section is supplemented with the following new sub-sections:

6-02.3(10)D1 Test Slab Using Bridge Deck Concrete
After the Contractor receives the Engineer’s approval for the Class 4000D concrete mix design, and a minimum of seven calendar days prior to the first placement of bridge deck concrete, the Contractor shall construct a test slab using concrete of the approved mix design.

The test slab may be constructed on grade, shall have a minimum thickness of eight-inches, shall have minimum plan dimensions of 10-feet along all four edges, and shall be square or rectangular.

During construction of the test slab, the Contractor shall demonstrate concrete sampling and testing, use of the concrete temperature monitoring system, the concrete fogging system, concrete placement system, and the concrete finishing operation. The Contractor shall conduct the demonstration using the same type of equipment to be used for the production bridge decks, except that the Contractor may elect to finish the test slab with a hand-operated strike-board.
After the construction of the test slab and the demonstration of bridge deck construction operations is complete, the Contractor shall remove and dispose of the test slab in accordance with Sections 2-02.3 and 2-03.3(7)C.

6-02.3(10)D2 Preparation for Concrete Placement
Before placing bridge approach slab concrete, the subgrade shall be constructed in accordance with Sections 2-06 and 5-05.3(6).

Before any concrete is placed, the finishing machine shall be operated over the entire length of the deck/slab to check screed deflection. Concrete placement may begin only if the Engineer approves after this test.

Immediately before placing concrete, the Contractor shall check (and adjust if necessary) all falsework and wedges to minimize settlement and deflection from the added mass of the concrete deck/slab. The Contractor shall also install devices, such as telltales, by which the Engineer can readily measure settlement and deflection.

6-02.3(10)D3 Concrete Placement
The placement operation shall cover the full width of the bridge deck or the full width between construction joints. The Contractor shall locate any construction joint over a beam or web that can support the deck/slab on either side of the joint. The joint shall not occur over a pier unless the Plans permit. Each joint shall be formed vertically and in true alignment. The Contractor shall not release falsework or wedges supporting bridge deck placement sections on either side of a joint until each side has aged as these Specifications require.

Placement of concrete for bridge decks and bridge approach slabs shall comply with Section 6-02.3(6). In placing the concrete, the Contractor shall:

1. Place it (without segregation) against concrete placed earlier, as near as possible to its final position, approximately to grade, and in shallow, closely spaced piles;
2. Consolidate it around reinforcing steel by using vibrators before strike-off by the finishing machine;
3. Not use vibrators to move concrete;
4. Not revibrate any concrete surface areas where workers have stopped prior to screeding;
5. Remove any concrete splashed onto reinforcing steel in adjacent segments before concreting them;
6. Maintain a slight excess of concrete in front of the screed across the entire width of the placement operation;
7. Operate the finishing machine to create a surface that is true and ready for final finish without overfinishing or bringing excessive amounts of mortar to the surface; and
8. Leave a thin, even film of mortar on the concrete surface after the last pass of the finishing machine pan.

Workers shall complete all post screeding operations without walking on the concrete. This may require work bridges spanning the full width of the deck/slab.

After removing the screed supports, the Contractor shall fill the voids with concrete (not mortar).

If the surface left by the finishing machine is porous, rough, or has minor irregularities, the Contractor shall float the surface of the concrete. Floating shall leave a smooth and even surface. Float finishing shall be kept to the minimum number of passes necessary to seal the surface. The floats shall be at least 4-feet long. Each transverse pass of the float shall overlap
the previous pass by at least half the length of the float. The first floating shall be at right angles
to the strike-off. The second floating shall be at right angles to the centerline of the span. A
smooth riding surface shall be maintained across construction joints.

The edge of completed roadway slabs at expansion joints and compression seals shall have a
3/8-inch radius.

After floating, but while the concrete remains plastic, the Contractor shall test the entire deck/slab
for flatness (allowing for crown, camber, and vertical curvature). The testing shall be done with a
10-foot straightedge held on the surface. The straightedge shall be advanced in successive
positions parallel to the centerline, moving not more than one half the length of the straightedge
each time it advances. This procedure shall be repeated with the straightedge held perpendicular
to the centerline. An acceptable surface shall be one free from deviations of more than 1/8-inch
under the 10-foot straightedge.

If the test reveals depressions, the Contractor shall fill them with freshly mixed concrete, strike
off, consolidate, and refinish them. High areas shall be cut down and refinished. Retesting and
refinishing shall continue until a surface conforming to the requirements specified above is
produced.

6-02.3(11) Curing Concrete

Items number 1 through 4 are deleted and replaced with the following 5 new numbered items:

1. Bridge sidewalks, roofs of cut and cover tunnels — curing compound covered by white,
   reflective type sheeting or continuous wet curing. Curing by either method shall be for at least
   10 days.

2. Bridge decks — See Section 6-02.3(11)B.

3. Bridge approach slabs (Class 4000A concrete) - 2 coats of curing compound and
   continuous wet cure for at least 10-days.

4. Concrete barriers and rail bases — See Section 6-02.3(11)A.

5. All other concrete surfaces — continuous wet cure for at least three days.

In the second paragraph, the first sentence is replaced with the following three new sentences:

During the continuous wet cure, the Contractor shall keep all exposed concrete surfaces
saturated with water. Formed concrete surfaces shall be kept in a continuous wet cure by
leaving the forms in place. If forms are removed during the continuous wet cure period, the
Contractor shall treat the concrete as an exposed concrete surface.

The third paragraph is revised to read:

When curing Class 4000A, two coats of curing compound that complies with Section 9-23.2 shall
be applied immediately (not to exceed 15 min.) after tining any portion of the bridge approach
slab. The continuous wet cure shall be established as soon as the concrete has set enough to
allow covering without damaging the finish.

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

If the Plans call for an asphalt overlay on the bridge approach slab, the Contractor shall use the
clear curing compound (Type 1, Class B), applying at least 1 gallon per 150 square feet to the
concrete surface.

The eighth paragraph is deleted.
6-02.3(12)A Construction Joints in New Construction

The third paragraph is deleted and replaced with the following three new paragraphs:

If the Plans require a roughened surface on the joint, the Contractor shall strike it off to leave grooves at right angles to the length of the member. Grooves shall be installed using one of the following options:

1. Grooves shall be ⅛ to 1 inch wide, ¼ to ½ inch deep, and spaced equally at twice the width of the groove. Grooves shall terminate approximately 1 ½-inches from the face of concrete.

2. Grooves shall be 1 to 2 inches wide, a minimum of ½-inch deep, and spaced a maximum of three times the width of the groove. Grooves shall terminate approximately 1 ½-inches from the face of concrete.

If the Engineer approves, the Contractor may use an alternate method to produce a roughened surface on the joint, provided that such an alternate method leaves a roughened surface of at least a ¼-inch amplitude.

If the first strike-off does not produce the required roughness, the Contractor shall repeat the process before the concrete reaches initial set. The final surface shall be clean and without laitance or loose material.

6-02.3(15) Date Numerals

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

When an existing Structure is widened or when traffic barrier is placed on an existing Structure, the date shall be for the year in which the original Structure was completed.

6-02.3(17)A Design Loads

The fifth paragraph is revised to read:

Live loads shall consist of a minimum uniform load of not less than 25 psf, applied over the entire falsework plan area, plus the greater of:

1. Actual weights of the deck finishing equipment applied at the rails, or;

2. A minimum load of 75 pounds per linear foot applied at the edge of the bridge deck.

6-02.3(17)J Face Lumber, Studs, Wales, and Metal Forms

The second to last paragraph is deleted.

6-02.3(17)O Early Concrete Test Cylinder Breaks

The third paragraph is revised to read:

The cylinders shall be cured in the field in accordance with WSDOT FOP for AASHTO T 23 Section 10.2 Field Curing.

6-02.3(20) Grout for Anchor Bolts and Bridge Bearings

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

Grout shall conform to Section 9-20.3(2) for anchor bolts and for bearing assemblies with bearing plates. Grout shall conform to Section 9-20.3(3) for elastomeric bearing pads and fabric pad bearings without bearing plates.
Grout shall be a workable mix with a viscosity that is suitable for the intended application. The Contractor shall receive approval from the Engineer before using the grout.

6-02.3(26)F Prestressing Reinforcement
The last sentence in the fourth paragraph is revised to read:

If the prestressing reinforcement will not be stressed and grouted for more than 7 calendar days after it is placed in the ducts, the Contractor shall place an approved corrosion inhibitor conforming to Federal Specification MIL-I-22110C in the ducts.

6-02.5 Payment
In the paragraph following the bid item “Commercial Concrete”, per cubic yard the second sentence is revised to read:

All costs in connection with concrete curing, and furnishing and applying pigmented sealer to concrete surfaces as specified, shall be included in the unit contract price per cubic yard for “Conc. Class ____”.

The following new paragraph is inserted after the bid item “Superstructure (name bridge)”, lump sum:

All costs in connection with constructing, finishing and removing the bridge deck test slab as specified in Section 6-02.3(10)D1 shall be included in the lump sum Contract price for “Superstructure ____” or “Bridge Deck ____” for one bridge in each project, as applicable.

The bid item “Cure Box”, lump sum and paragraph following bid item are deleted.

6-05.AP6

Section 6-05, Piling
March 3, 2014

6-05.3(5) Manufacture of Steel Piles
This section is revised to read:

Steel piles shall be made of rolled steel H-pile sections, steel pipe piles, or of other structural steel sections described in the Contract. A full-penetration groove weld between welded edges is required.

6-05.3(6) Splicing Steel Casings and Steel Piles
This section is revised to read:

The Engineer will normally permit steel piles and steel casings for cast-in-place concrete piles to be spliced. But in each case, the Contractor shall obtain approval on the need and the method for splicing. Welded splices shall be spaced at a minimum distance of 10 feet. Only welded splices will be permitted.

Splice welds for steel piles shall comply with Section 6-03.3(25) and AWS D1.1/D1.1M, latest edition, Structural Welding Code. Splicing of steel piles shall be performed in accordance with an approved weld procedure. The Contractor shall submit a weld procedure to the Engineer for approval prior to welding. For ASTM A 252 material, mill certification for each lot of pipe to be welded shall accompany the submittal. The ends of all steel pipe piling shall meet the fit-up
requirements of AWS D1.1/D1.1M, latest edition, Structural Welding Code Section 5.22.3.1, “Girth Weld Alignment (Tubular),” when the material is spliced utilizing a girth weld.

Splice welds of steel casings for cast-in-place concrete piles shall be the Contractor’s responsibility and shall be welded in accordance with AWS D1.1/D1.1M, latest edition, Structural Welding Code. A weld procedure submittal is not required for steel casings used for cast-in-place concrete piles. Casings that collapse or are not watertight, shall be replaced at the Contractor’s expense.

8-01.AP8

Section 8-01, Erosion Control and Water Pollution Control
April 7, 2014

8-01.3(1)A Submittals
The first sentence in the second paragraph is revised to read:
Modified TESC Plans shall meet all requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109.

8-04.AP8

Section 8-04, Curbs, Gutters, and Spillways
January 6, 2014

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways
The first sentence in the fourth paragraph is revised to read:
Expansion joints in the curb or curb and gutter shall be spaced as shown in the Plans, and placed at the beginning and ends of curb returns, drainage Structures, bridges, and cold joints with existing curbs and gutters.

8-04.3(1)A Extruded Cement Concrete Curb
The second sentence in the second paragraph is revised to read:
Cement concrete curbs shall be anchored to the existing pavement by placing steel reinforcing bars 1 foot on each side of every joint.
The third paragraph is revised to read:
Steel reinforcing bars shall meet the dimensions shown in the Standard Plans.

8-11.AP8

Section 8-11, Guardrail
April 7, 2014

8-11.3(1) Beam Guardrail
After the below Amendments to 8-11.3(1)F and 8-11.3(1)G are applied, this section is supplemented with the following new sub-section:
8-11.3(1)F Removing and Resetting Beam Guardrail
The Contractor shall remove and reset existing guardrail posts, rail element, hardware and blocks to the location shown in the Plans. The mounting height of reset rail element shall be at the height shown in the Plans. The void caused by the removal of the post shall be backfilled and compacted.

The Contractor shall remove and replace any existing guardrail posts and blocks that are not suited for re-use, as staked by the Engineer. The void caused by the removal of the post shall be backfilled and compacted. The Contractor shall then furnish and install a new guardrail post to provide the necessary mounting height.

8-11.3(1)A Erection of Posts
The second paragraph in this section is deleted.

8-11.3(1)C Terminal and Anchor Installation
The last sentence in the last paragraph is deleted.

8-11.3(1)F Plans
This section number is revised to:

8-11.3(1)G

8-11.3(1)G Guardrail Construction Exposed to Traffic
This section number is revised to:

8-11.3(1)H

9-03.AP9

Section 9-03, Aggregates
April 7, 2014

9-03.1(2)C Use of Substandard Gradings
This section including title is deleted in its entirety and replaced with the following:

Vacant

9-03.14(3) Common Borrow
This section is revised to read:

Material for common borrow shall consist of granular or nongranular soil and/or aggregate which is free of deleterious material. Deleterious material includes wood, organic waste, coal, charcoal, or any other extraneous or objectionable material. The material shall not contain more than 3 percent organic material by weight. The plasticity index shall be determined using test method AASHTO T 89 and AASHTO T 90.

The material shall meet one of the options in the soil plasticity table below.

<table>
<thead>
<tr>
<th>Option</th>
<th>Sieve</th>
<th>Percent Passing</th>
<th>Plasticity Index</th>
</tr>
</thead>
</table>

Soil Plasticity Table
<table>
<thead>
<tr>
<th></th>
<th>No.</th>
<th>0 - 12</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>200</td>
<td>12.1 - 35</td>
<td>6 or Less</td>
</tr>
<tr>
<td>3</td>
<td>200</td>
<td>Above 35</td>
<td>0</td>
</tr>
</tbody>
</table>

All percentages are by weight.

If requested by the Contractor, the plasticity index may be increased with the approval of the Engineer.

9-03.14(4) Gravel Borrow for Structural Earth Wall

In the second table, the row beginning with “pH” is revised to read:

<table>
<thead>
<tr>
<th>pH</th>
<th>WSDOT Test Method T 417</th>
<th>4.5 - 9</th>
<th>5 - 10</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9-09.AP9

Section 9-09, Timber and Lumber
January 6, 2014

9-09.3(1) General Requirements

The fourth paragraph is revised to read:

All orders of treated timber and lumber shall be accompanied by a Certificate of Treatment record. The Certificate of Treatment showing conformance to this specification and AWPA standards shall include the following information:

- Name and location of the wood preserving company,
- Customer Identification,
- Date of treatment and charge number,
- Type of chemical used and amount of retention,
- Treating process and identification of the Specification used,
- Boring records verifying treatment penetration for timber and lumber with a nominal dimension of 6" x 6" or larger,
- Description of material that was treated, and
- Signature of a responsible plant official.

The fifth paragraph is deleted.

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

All timber and lumber to be used in aquatic environments, unless specified otherwise in the Contract, shall be chemically treated using Western Wood Preservers Institute Best Management Practices (BMPs).
9-10.AP9

Section 9-10, Piling
March 3, 2014

9-10.5 Steel Piling
This section is revised to read:

The material for rolled steel piling H-piling and pile splices shall conform to ASTM A 36, ASTM A 572 or ASTM A 992. The material for steel pipe piling and splices shall conform to one of the following requirements except as specifically noted in the Plans:

1. API 5L Grade X42 or X52 material may be used for longitudinal seam welded or helical (spiral) seam submerged-arc welded pipe piles of any diameter.

2. ASTM A 252 Grade 2 or 3 material may be used for longitudinal seam welded or helical (spiral) seam submerged-arc welded pipe piles of any diameter. For the purposes of welding and prequalification of base metal, steel pipe pile designated as ASTM A 252 may be treated as prequalified provided the chemical composition conforms to a prequalified base metal classification listed in Table 3.1 of the AWS D1.1/D1.1M, latest edition, Structural Welding Code, the grade of pipe piling meets or exceeds the grade specified in the Plans, and the carbon equivalent (CE) is a maximum of 0.45-percent.

3. ASTM A 572 or ASTM A 588 material may be used for longitudinal seam welded piles of any diameter.

For helical (spiral) seam submerged-arc welded pipe piles, the maximum radial offset of strip/plate edges shall be 1/8 inch. The offset shall be transitioned with a taper weld and the slope shall not be less than a 1 in 2.5 taper. The weld reinforcement shall not be greater than 3/16 inches and misalignment of weld beads shall not exceed 1/8 inch.

Steel soldier piles, and associated steel bars and plates, shall conform to ASTM A 36, ASTM A 572 or ASTM A 992, except as otherwise noted in the Plans.

All steel piling may be accepted by the Engineer based on the Manufacturer’s Certificate of Compliance submitted in accordance with Section 1-06.3. The manufacturer’s certificate of compliance submittal for steel pipe piles shall be accompanied by certified mill test reports, including chemical analysis and carbon equivalence, for each heat of steel used to fabricate the steel pipe piling.

9-14.AP9

Section 9-14, Erosion Control and Roadside Planting
April 7, 2014

9-14.4(6) Gypsum

The first sentence is revised to read:

Gypsum shall consist of Calcium Sulfate (CaSO₄·2H₂O) in a pelletized or granular form.

9-14.4(7) Tackifier

This section is revised to read:
Tackifiers are used as a tie-down for soil, compost, seed, and/or mulch. Tackifiers shall contain no growth or germination-inhibiting materials and shall not reduce infiltration rates. Tackifiers shall hydrate in water and readily blend with other slurry materials.

The Contractor shall provide test results documenting the tackifier meets the requirements for Acute Toxicity, Solvents, and Heavy Metals as required in Table 1 in Section 9-14.4(2). The tests shall be performed at the manufacturer’s recommended application rate.

9-14.4(8) Compost
The second paragraph is revised to read:

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

9-14.4(8)A Compost Submittal Requirements
Item 2 is revised to read:

5. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).

9-14.6(2) Quality
The second and third paragraphs in this section are revised to read:

All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. Plants must meet Washington State Department of Agriculture plant quarantines and have a certificate of inspection. Plants originating in Canada must be accompanied by a phytosanitary certificate stating the plants meet USDA health requirements.

All plant material shall be purchased from a nursery licensed to sell plants in their state or province.

Section 9-35, Temporary Traffic Control Materials
April 7, 2014

9-35.0 General Requirements
The following item is deleted from the list of temporary traffic control materials:

Barrier Drums

9-35.8 Barrier Drums
This section including title is deleted in its entirety and replaced with the following:

9-35.8 Vacant
SPECIAL

PROVISIONS
INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2014 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:
- Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor’s own expense.

DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK

This Contract provides for the replacement of Pioneer Way bridge #70 and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The project removes the existing 32 foot long bridge girders and its footing supported abutments and constructs a new bridge with new 84 foot long girders and pile supported abutments. The work will require establishing a new roadway profile grade and paving and adding a stormwater detention facility. The paving will extend to the adjacent Bridge #71. Both Bridge #70 and #71 will receive a waterproof membrane treatment prior to paving. The work is done under a road closure. Coordination with the power (and phone) company is necessary to ensure crane clearance. Coordination with the Yakima-Tieton Irrigation District is necessary to ensure no damage occurs to their active line to the East. YTID will dig potholes to ensure the lines exact location. The work must be accomplished in accordance with the project permitting. This includes but is not limited to using catchment devises for debris containment from the water during bridge demolition, conducting in water work between July 15th and September 30th, conducting fish handling/salvaging in accordance with the protocol in the National Marine Fisheries Service (NMFS) Biological Opinion and the Washington Department of Fish
and Wildlife Hydraulic Project Approval (HPA), and all excavation work must be conducted under the
observance of a Yakama Nation Cultural Resource representative. Yakima County will facilitate and
provide for fish biologists during critical in water operations that require fish handling/salvaging (such
as the bypass pipe placement) to ensure compliance. Yakima County will also facilitate and provide
for the Yakama Nation Cultural Representative monitor during excavating activities. Given the late
timing of the Contract bid, a reasonable suspension of work is expected to allow commencement of
foundation activity during the fish window while acknowledging that the girder delivery will necessitate
some lead time from ordering.

1-01.3  Definitions
(March 8, 2013  APWA GSP)

Delete the heading Completion Dates and the three paragraphs that follow it, and replace them with
the following:

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, any remaining traffic
disruptions will be rare and brief, and only minor incidental work, replacement of temporary
substitute facilities, plant establishment periods, 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.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special
Provisions, 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”.

All references to “final contract voucher certification” shall be interpreted to mean the final payment form established by the Contracting Agency.

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 Bid 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 Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

**Business Day**
A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

**Contract Bond**
The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

**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.

**Notice of Award**
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

**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
(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11&quot; x 17&quot;)</td>
<td>10</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Contract Provisions</td>
<td>10</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (e.g., 22&quot; x 34&quot;)</td>
<td>0</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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 Form unless otherwise specified.

1-02.6 Preparation of Proposal
(June 27, 2011 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.

5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the
signer of the bid.

Delete the last paragraph, and replace it with the following:

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.

(August 2, 2004)

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

1-02.7 Bid Deposit
(March 8, 2013 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.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.9 Delivery of Proposal
(August 15, 2012 APWA GSP, Option A)

Delete this section and replace it with the following:

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

If the project has FHWA funding and requires DBE Written Confirmation Documents or Good
Faith Effort Documentation, then to be considered responsive, the Bidder shall submit with their
Bid Proposal, written Confirmation Documentation from each DBE firm listed on the Bidder's
completed DBE Utilization Certification, form 272-056A EF, as required by Section 1-02.6.

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

1-02.13 Irregular Proposals
(March 13, 2012 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 Business Enterprise
      Certification, if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit written confirmation from each DBE firm listed on the
      bidder's completed DBE Utilization Certification that they are in agreement with the
      bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if
      the written confirmation that is submitted fails to meet the requirements of the Special
      Provisions;
   j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
      required in Section 1-02.6, or if the documentation that is submitted fails to
      demonstrate that a Good Faith Effort to meet the Condition of Award was made;
   k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
      material terms of the Bid invitation; or
I. More than one proposal is submitted for the same project from a Bidder under the same or different names.

1-02.14 Disqualification of Bidders
(March 8, 2013 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following Supplemental Criteria:

1. **Delinquent State Taxes**

   A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

   B. **Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List” website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx, or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

   A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.

   B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**

   A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

   B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Prevailing Wages**

   A. **Criterion:** The Bidder shall not have a record of prevailing wage violations as determined by WA Labor & Industries in the five years prior to the bid submittal date,
that demonstrates a pattern of failing to pay workers prevailing wages, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of all prevailing wage violations in the five years prior to the bid submittal date, along with an explanation of each violation and how it was resolved. The Contracting Agency will evaluate these explanations and the resolution of each complaint to determine whether the violation demonstrate a pattern of failing to pay its workers prevailing wages as required.

5. **Claims Against Retainage and Bonds**

A. **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

6. **Public Bidding Crime**

A. **Criterion:** The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

7. **Termination for Cause / Termination for Default**

A. **Criterion:** The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. **Documentation:** The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works contract terminated for cause or terminated for default by a
government agency in the five years prior to the bid submittal date; or if Bidder was
terminated, describe the circumstances.

8. Lawsuits

A. Criterion: The Bidder shall not have lawsuits with judgments entered against the
Bidder in the five years prior to the bid submittal date that demonstrate a pattern of
failing to meet the terms of contracts, unless there are extenuating circumstances
and such circumstances are deemed acceptable to the Contracting Agency

B. Documentation: The Bidder, if and when required as detailed below, shall sign a
statement (on a form to be provided by the Contracting Agency) that the Bidder has
not had any lawsuits with judgments entered against the Bidder in the five years prior
to the bid submittal date that demonstrate a pattern of failing to meet the terms of
contracts, or shall submit a list of all lawsuits with judgments entered against the
Bidder in the five years prior to the bid submittal date, along with a written
explanation of the circumstances surrounding each such lawsuit. The Contracting
Agency shall evaluate these explanations to determine whether the lawsuits
demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated
above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M.
(noon) of the second business day following the bid submittal deadline, a written statement
verifying that the Bidder meets all of the mandatory and supplemental criteria together with
supporting documentation including but not limited to that detailed above (sufficient in the sole
judgment of the Contracting Agency) demonstrating compliance with all mandatory and
supplemental responsibility 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 Contracting Agency also reserves the right to obtain
information from third-parties and independent sources of information concerning a Bidder's
compliance with the mandatory and supplemental criteria, and to use that information in their
evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in
determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria
shall include any documents or facts obtained by Contracting Agency (whether from the Bidder
or third parties) including but not limited to: (i) financial, historical, or operational data from the
Bidder; (ii) information obtained directly by the Contracting Agency from others 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 two (2) business days of the Contracting Agency's
determination by presenting its appeal and any additional information to the Contracting Agency.
The Contracting Agency will consider the appeal and any additional information 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 Contracting Agency's
final determination.
Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-03 AWARD AND EXECUTION OF CONTRACT

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:

PIONEER WAY BRIDGE #70 REPLACEMENT
COUNTY PROJECT NO. C 3488 / FEDERAL AID PROJECT NO. BROS-9939(022)
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
(March 13, 2012  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,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency’s Standard Plans or Details (if any), and
8. WSDOT 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
decide 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.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so
notify the Engineer and request the Engineer establish the Substantial Completion Date. The
Contractor's request shall list the specific items of work that remain to be completed in order to
reach physical completion. The Engineer will schedule an inspection of the work with the
Contractor to determine the status of completion. The Engineer may also establish the Substantial
Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially
complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set
the Substantial Completion Date. If, after this inspection the Engineer does not consider the work
substantially complete and ready for its intended use, the Engineer will, by written notice, so notify
the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is
applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption,
the work necessary to reach Substantial and Physical Completion. The Contractor shall provide
the Engineer with a revised schedule indicating when the Contractor expects to reach substantial
and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion
Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the
Contractor by written notice, shall request the Engineer to schedule a final inspection. The
Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final
inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7. The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer’s right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer’s guaranties or warranties furnished under the terms of the contract.

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.
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.

Add the following new section:

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

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

Add the following new section:

1-05.17 Oral Agreements
(October 1, 2005 APWA 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

Section 1-06 is supplemented with the following:

Buy America

(August 6, 2012)

In accordance with Buy America requirements contained in 23 CFR 635.410, 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 falsework.

Minor amounts of foreign steel and iron may be utilized 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

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:
In cases of conflict between different safety regulations, the more stringent regulation shall apply.

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

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

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) 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(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) 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 60.28.051). 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(1) 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(2) 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.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(September 20, 2010)
The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the
permit(s) is attached as an appendix for informational purposes. All contacts with the permitting
agency concerning the below-listed permit(s) shall be through the Engineer. The Contractor shall
obtain additional permits as necessary. All costs to obtain and comply with additional permits
shall be included in the applicable bid items for the work involved. Copies of these permits are
required to be onsite at all times.

Washington Department of Fish and Wildlife HPA #132920-1

The project requires monitoring by a qualified representative of the Yakama Nation Cultural
Resources program during any excavation activities. The Contractor shall submit a written
notification to the Engineer no later than 7 calendar days prior to beginning any activities that
require this monitoring. The Contractor shall not commence any such excavation activities until
the monitor is present. Direct costs associated with providing a qualified monitor on-site are the
responsibility of the Contracting Agency. Indirect costs due to coordinating the schedule for the
monitoring are incidental to the work.

The project requires fish handling/salvaging by qualified biologists during critical in water
operations such as placement of the bypass pipe and this activity shall comply with the protocol
in the National Marine Fisheries Service (NMFS) Biological Opinion and the Washington
Department of Fish and Wildlife Hydraulic Project Approval (HPA). The Contractor shall submit a written notification to the Engineer no later than 7 calendar days prior to beginning of critical in-water activities. The Contractor shall not commence any such activities until the necessary biologists are present. The Contracting Agency will facilitate and provide for the biologists during critical in-water operations to ensure compliance. Direct costs associated with providing qualified biologists on-site are the responsibility of the Contracting Agency. Indirect costs due to coordinating the schedule for the fish handling/salvaging are incidental to the work.

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

1-07.9(1) General

Section 1-07.9(1) is supplemented with the following:

(January 3, 2014)
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. WA140001.

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

1-07.11 Requirements For Nondiscrimination

Section 1-07.11 is supplemented with the following:

(August 5, 2013)

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

   Timetable: Until further notice
   Goal: 6.9%

   Minorities - by Standard Metropolitan Statistical Area (SMSA)
Spokane, WA:
  SMSA Counties:
    Spokane, WA 2.8
    WA Spokane.
  Non-SMSA Counties 3.0
    WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln,
    WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA
  SMSA Counties:
    Richland Kennewick, WA 5.4
    WA Benton; WA Franklin.
  Non-SMSA Counties 3.6
    WA Walla Walla.

Yakima, WA:
  SMSA Counties:
    Yakima, WA 9.7
    WA Yakima.
  Non-SMSA Counties 7.2
    WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:
  SMSA Counties:
    Seattle Everett, WA 7.2
    WA King; WA Snohomish.
    Tacoma, WA 6.2
    WA Pierce.
  Non-SMSA Counties 6.1
    WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA
    Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA
    Whatcom.

Portland, OR:
  SMSA Counties:
    Portland, OR-WA 4.5
    WA Clark.
  Non-SMSA Counties 3.8
    WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

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

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

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

U.S. Department of Labor
Office of Federal Contract Compliance Programs Pacific Region
Attn: Regional Director
San Francisco Federal Building
90 – 7th Street, Suite 18-300
San Francisco, CA 94103(415) 625-7800 Phone
(415) 625-7799 Fax

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

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

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

1. As used in these specifications:

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

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

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

d. Minority includes:

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

(2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.
(3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

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

(May 5, 2014)
Disadvantaged Business Enterprise Condition of Award Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this Contract. Demonstrating compliance with these specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this specification may result in your bid being found to be nonresponsive and may be rejected.

DBE COA Goal
The Contracting Agency has established a COA Contract goal in the amount of: nine percent (9%) of the contract total for COA DBE goals; or.

DBE Eligibility/Selection of DBEs
A Directory of Certified DBE Firms denoting the Description of Work the DBE Contractors are certified to perform is available at:


The directory provides plain language on the Description of Work that the listed DBE’s have been certified by the Office of Minority and Women’s Business Enterprises (OMWBE) to perform. The Bidder shall use the Directory of Certified DBE Firms to confirm if a DBE is certified for the “Description of Work” the Bidder lists on the DBE Utilization Certification form # 272-056 EF (see form instructions) and therefore qualifies for credit towards the COA goal.

Crediting DBE Participation
Joint Venture
When a DBE performs as a participant in a joint venture, only that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces shall be credited.

DBE Prime Contractor
A DBE Prime Contractor may only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime performs with its own forces.
DBE Subcontractor

When a DBE firm participates as a Subcontractor only that portion of the total dollar value of the Contract equal to the distinctly defined portion of the Work that the DBE performs with its own forces shall be credited.

- Include the cost of supplies and materials obtained by the DBE for the Work in the Contract including supplies purchased or equipment leased by the DBE.
  - However, you may not take credit for supplies, materials, and equipment the DBE Subcontractor purchases or leases from the Prime Contractor or its affiliate. In addition, Work performed by a DBE, utilizing resources of the Prime Contractor or its affiliates shall not be credited.
- In very rare situations, a DBE firm may utilize equipment and/or personnel from a non-DBE firm other than the Prime Contractor or its affiliates. Should this situation arise the arrangement must be short-term and have prior written approval from the Office of Equal Opportunity (OEO).
- Count the entire value of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance.
- When a DBE subcontracts to another firm, the value of the subcontracted Work may be counted as participation only if the DBE’s lower tier Subcontractor is also a DBE. Work that a DBE subcontracts to a non-DBE firm shall not be credited.
- When non-DBE Subcontractor further subcontracts to a lower-tier Subcontractor or supplier who is a certified DBE, then that portion of the Work further subcontracted may be credited as DBE participation, provided it is a distinct clearly defined portion of the Work that the DBE is certified to perform and the DBE Subcontractor performs the Work with its own forces.
- If a firm is not certified as a DBE at the time of the execution of the contract, their participation cannot be counted toward any DBE goals.

Trucking

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

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which credit is being claimed.
2. The DBE must itself own and, with its own workforce, operate at least one fully licensed, insured, and operational truck used on the Contract.
3. The DBE receives credit only for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs. For purposes of this requirement a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE first priority for...
use of the leased truck. Leased trucks must display the name and
identification number of the DBE.

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

5. The DBE may also lease trucks from a non-DBE firm and may enter into an
agreement with an owner-operator who is a non-DBE. The DBE shall only
receive credit for the number of additional non-DBE trucks equal or less than
the number of DBE trucks the firms owns or has leased/subcontracted through
another DBE trucking company. The DBE must control the work of the non-
DBE trucks. If the non-DBE is performing the work without supervision of that
work by the DBE, the DBE is not performing a Commercially Useful Function
(CUF).

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

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

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

7. Credit may only be claimed for DBE trucking firms operating under a
subcontract or a written agreement approved by the Contracting Agency prior
to performing Work.

Expenditures paid to other DBEs
Expenditures paid to other DBEs for materials or supplies may be counted toward DBE
goals as provided in the following:

Manufacturer
You may claim DBE credit for 100 percent of value of the materials or supplies
obtained from a DBE manufacturer.

A manufacturer is a firm that operates or maintains a factory or establishment that
produces, on the premises, the materials, supplies, articles, or equipment required
under the contract. A manufacturer shall include firms that produce finished goods
or products from raw or unfinished material or that purchases and substantially
alters goods and materials to make them suitable for construction use before
reselling them.
In order to receive credit as a DBE Manufacturer, the firm must be certified by OMWBE as a manufacturer in a NAICS code that falls within the 31XXXX to 33XXXX classification.

**Regular Dealer**

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

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

- WSDOT considers and recognizes a regular dealer, as a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Contract and described by the specifications of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.

- Sixty percent (60%) of the cost of materials or supplies purchased from an approved regular dealer may be credited as DBE participation.

Regular dealer status is granted on a contract-by-contract basis. A firm wishing to be approved as a regular dealer for WSDOT contracted projects or Highways & Local Program administered projects must submit a request in writing to OEO for approval, no later than seven days prior to bid opening.

Once the OEO has received the request, an onsite review will be set up with the firm and a review conducted to determine the firm’s qualifications. If it is determined that the firm qualifies as a regular dealer the OEO will list the firm on an Approved Regular Dealers List. The list may be accessed through the OEO Home website at:

www.wsdot.wa.gov/equalopportunity.

**Note:** Requests to be listed as a regular dealer will only be processed if the requesting firm is certified by the Office of Minority and Women's Business Enterprises in a NAICS code that fall within the 42XXXX NAICS Wholesale code section.

**Materials or Supplies Purchased from a DBE**

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

1. Fees or commissions charged for assistance in the procurement of the materials and supplies.

2. Fees or transportation charges for the delivery of materials or supplies.

In either case you may not take credit for any part of the cost of the materials and supplies.

**Commerically Useful Function (CUF)**

The Prime Contractor has a responsibility and must treat the working relationship with the DBE such that the DBE is performing a commercially useful function. The Prime
Contractor may only take credit for Work performed by a DBE that is determined to be
performing a commercially useful function.

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

- 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.

Joint Checking Allowance
Prime Contractors and DBEs must receive pre-approval by the OEO before using a joint
check. Joint check requests shall be submitted by the Prime Contractor to the
Contracting Agency for approval.

When requesting approval for use of a joint checking allowance, the Contractor must
distribute a written joint check agreement among the parties (including the suppliers
involved) providing full and prompt disclosure of the expected use of the joint checks.
The agreement shall contain all the information concerning the parties’ obligations and
consequences or remedies if the agreement is not fulfilled or a breach occurs. The joint
check request shall be submitted to the Contracting Agency for approval prior to signing
the contract agreement.

The following are some general conditions that must be met by all parties regarding
joint check use:

a. It is understood that the Prime Contractor acts solely as the guarantor of a joint
   check.

b. The DBE’s own funds are used to pay supplier of materials. The Prime
   Contractor does not make direct payment to supplier. In order to be performing
   a Commercially Useful Function (CUF), the DBE must release the check to the
   supplier (paying for the materials itself and not be an extra participant in a
   transaction).

c. If the Prime Contractor makes joint checks available to one DBE
   Subcontractor, the service must be made available to all Subcontractors (DBE
   and non-DBE).

d. The relationship between the DBE and its suppliers should be established
   independently of and without interference by the Prime Contractor. The DBE
   has final decision-making responsibility concerning the procurement of
   materials and supplies, including which supplier to use.

e. The Prime Contractor and DBE shall be able to provide receipts, invoices,
   cancelled checks and/or certification statements of payment if requested by
   the Contracting Agency.

f. The DBE remains responsible for all other elements of 49 CFR 26.55(c)(1).
Failure by the Prime Contractor to request and receive prior approval of a joint check arrangement will result in the joint check amount not counting towards the Prime Contractor’s DBE goal.

Disadvantaged Business Enterprise Utilization Certification FORM # 272-056 EF
To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise Utilization Certification with the Bidder’s sealed Bid Proposal, as specified Section 1-02.9 Delivery of Proposal. The Bidder’s Disadvantaged Business Enterprise Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA goal. A Disadvantaged Business Enterprise Utilization Certification (form # 272-056 EF) is included in your Proposal package for this purpose as well as instructions on how to properly fill out the form.

In the event of arithmetic errors in completing the Disadvantaged Business Enterprise Utilization Certification the amount listed to be applied towards the goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly.

Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a Disadvantaged Business Enterprise Utilization Certification that accurately demonstrates how the Bidder intends to meet the COA goal.

Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s)
FORM # 422-031 EF
The Bidder shall submit a complete and accurate Disadvantaged Business Enterprise (DBE) Written Confirmation Document for each DBE firm listed in the Bidder’s completed Disadvantaged Business Enterprise Utilization Certification as submitted with the bid. Failure to do so will result in the associated participation being disallowed, which may result in bid rejection.

A Disadvantaged Business Enterprise (DBE) Written Confirmation Document (form No. 422-031 EF) is included in your Proposal package for this purpose.

The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that a Written Confirmation Document was signed by a DBE that was not complete; the validity of the document comes into question and the associated DBE Participation may not receive credit.

Selection of Successful Bidder/Good Faith Efforts (GFE)
The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA goal. Achieving the goal may be accomplished in one of two ways, as follows:

1. By meeting the goal
The best indication of good faith efforts is to document, through submission of the Disadvantaged Business Enterprise Utilization Certification and supporting Disadvantaged Business Enterprise (DBE) Written Confirmation Document(s) that the Bidder has obtained enough DBE participation to meet or exceed the
assigned DBE COA contract goal. That being the case no additional GFE
documentation is required. Or;

2. **By documentation that it made adequate GFE to meet the goal**
The Bidder may demonstrate a GFE in whole or part through GFE
documentation ONLY IN THE EVENT a Bidder’s efforts to solicit sufficient DBE
participation have been unsuccessful. In this case, the Bidder must supply
GFE documentation in addition to the Disadvantaged Business Enterprise
Utilization Certification, and supporting Disadvantaged Business Enterprise
(DBE) Written Confirmation document(s).

Note: In the case where the Bidder was awarded the contract based on
demonstrating adequate GFE the advertised DBE goal will not be reduced to
the Bidder’s partial commitment. The Bidder shall demonstrate a GFE during
the life of the Contract to attain the DBE Condition of Award (COA) Goal as
assigned to the project.

**Good Faith Efforts (GFE) Documentation**
GFE documentation shall be received, as specified in the special provisions for Section
1-02.9 Delivery of Proposal.

Based upon all the relevant documentation submitted in Bid or as supplement to Bid,
the Contracting Agency shall determine whether the Bidder has demonstrated a
sufficient GFE to achieve DBE participation. The Contracting Agency will make a fair
and reasonable judgment of whether a Bidder that did not meet the goal through
participation, made adequate good faith efforts as demonstrated by the GFE
documentation.

The following is a list of types of actions, which would be considered as part of the
Bidder’s GFE to achieve DBE participation. It is not intended to be a mandatory
checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of
efforts may be relevant in appropriate cases:

1. Attendance by the Bidder at any pre-solicitation or pre-Bid meetings that were
   scheduled by the Contracting Agency to inform DBEs of contracting and
   subcontracting or material supply opportunities available on the project;

2. Contacting local Tribes, Tribal Employment Rights Offices (TERO) concerning
   the subcontracting or supply opportunities in sufficient time to allow the
   enterprises to participate effectively;

3. Selection by the Bidder of specific economically feasible units of the project to
   be performed by DBEs in order to increase the likelihood of participation by
   DBEs even if the Bidder preferred to perform these Work items as the Prime
   Contractor;

4. Advertising by the Bidder in general circulation, trade association minority and
   trade oriented, women focus publications, concerning the subcontracting or
   supply opportunities;

5. Providing written notice from the Bidder to a reasonable number of specific
   DBEs, identified from the OMWBE Directory of Certified DBE Firms for the
   selected subcontracting or material supply Work, in sufficient time to allow the
   enterprises to participate effectively;
6. Follow-up by the Bidder of initial solicitations of interest by contacting the DBEs to determine with certainty whether they were interested. Documentation of this kind of action shall include the information outlined below:

   a. The names, addresses, telephone numbers of DBEs who were contacted, the dates of initial contact, and whether initial solicitations of interest were followed-up by contacting the DBEs to determine with certainty whether the DBEs were interested;

   b. A description of the information provided to the DBEs regarding the plans, specifications, and estimated quantities for portions of the Work to be performed;

   c. Documentation of each DBE contacted but rejected and the reason(s) for that rejection;

7. Providing, to interested DBEs, adequate information about the plans, specifications, and requirements for the selected subcontracting or material supply Work;

8. Negotiating in good faith with the DBE firms, and not, without justifiable reason, rejecting as unsatisfactory, Bids that are prepared by any DBE. The DBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations - union vs. non-union employee status - are not legitimate causes for the rejection or non-solicitation of bids in the Prime Contractor's efforts to meet the project goal;

9. Advertising and making efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;

10. Making any other efforts to obtain DBE participation that were reasonably expected to produce a level of participation sufficient to meet the goal or requirements of the Contracting Agency;

11. Using the services of minority community organizations, minority contractor groups, local, State, and federal minority business assistance offices and other organizations identified by WSDOT and advocates for disadvantaged, minority, and women businesses that provide assistance in the recruitment and placement of disadvantaged, minority, and women business enterprises; and

12. Using the WSDOT OEO DBE Supportive Services to assist you. For more information please contact the OEO by calling toll free at (888) 259-9143 or emailing dbess@wsdot.wa.gov.

**Administrative Reconsideration of GFE Documentation**

Any Bidder has the right to reconsideration but only for the purpose of reassessing their GFE documentation that was determined to be inadequate.
• The Bidder must request and schedule a reconsideration hearing within seven calendar days of notification of being nonresponsive or forfeit the right to reconsideration.

• The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.

• The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.

• The reconsideration official shall provide the Bidder with a written decision on reconsideration within five business days of the hearing explaining the basis for their finding.

Procedures between Award and Execution
After Award and prior to Execution the Bidder shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit.

1. Additional information for all successful DBE's as shown on the Disadvantaged Business Enterprise Utilization Certification:
   a. Correct business name, federal employee identification number (if available), and mailing address.
   b. List of all Bid items assigned to each successful DBE firm, including unit prices and extensions.
   c. Description of partial items (if any) to be sublet to each successful DBE firm specifying the distinct elements of Work under each item to be performed by the DBE and including the dollar value of the DBE portion.

   Total amounts shown for each DBE shall not be less than the amount shown on the Disadvantaged Business Enterprise Utilization Certification. A breakdown that does not conform to the Disadvantaged Business Enterprise Utilization Certification or that demonstrates a lesser amount of DBE participation than that included in the Disadvantaged Business Enterprise Utilization Certification will be returned for correction.

2. 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 business name and a mailing address.

Note: The firms identified by the Prime Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three years.
Procedures after Execution

Crediting DBE Participation toward Meeting the Goal

Reporting
All DBE work whether COA or race neutral participation is reported. The Prime Contractor shall submit a Monthly Report of Amounts Credited as DBE Participation to the Project Engineer each month between Execution of the Contract and Physical Completion of the Contract using the application available at: https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation/. The monthly report is due 20 calendar days following the end of the month. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred. After Execution of the Contract, the Prime Contractor shall send an e-mail to DBEAdmin@wsdot.wa.gov containing the following information: the first and last name, e-mail address, title and phone number of the person that will be submitting the above documents for their company. The e-mail shall include the WSDOT contract number they will be reporting on. After receipt of this information by WSDOT, the contractor will receive an e-mail containing their username and password for the application and a link to the application. Reporting instructions are available in the application.

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 certification from the paying entity and submit these payments to the Contracting Agency with their monthly reports using the application available at: https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation/.

Changes in DBE COA participation

Owner Initiated Change Orders
The Prime Contractor shall demonstrate a GFE to substitute COA DBE participation when the Contracting Agency deletes Work items by change order that impact a COA DBE’s Work.

When the Contract allows alternate Work methods which serve to delete or create under-runs in COA DBE Work then the Prime Contractor must provide documentation of negotiating the change with the DBE that was to perform the reduced Work and demonstrate a GFE to substitute other DBE COA participation.

Original Quantity Under runs
In the event that Work committed to a DBE firm as part of the COA under runs the original planned quantities the Prime Contractor shall demonstrate a GFE to substitute other DBE COA participation.

Contractor-Initiated Proposals—General
The Contractor cannot reduce the amount of work committed to a DBE firm at contract award without good cause and only with written concurrence from the OEO. Reducing a COA DBE’s Work is viewed as a partial DBE termination, subject to the procedures below.

DBE Termination
A COA DBE Subcontractor may only be terminated in whole or part with the approval of the Contracting Agency (in coordination with OEO). Approval will be
granted provided the Prime Contractor demonstrates that the termination is based on good cause.

Good cause typically includes situations where the DBE Subcontractor is unable or has failed to perform the work of its subcontract in accordance with normal industry standards. While not all inclusive, some examples of good cause include the following circumstances:

Good cause may exist if:

- The listed DBE Subcontractor fails or refuses to execute a written contract.
- The listed DBE Subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards.
- The listed DBE Subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE Subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE Subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to CFR Parts 180, 215 and 1200 or applicable state law.
- The listed DBE Subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE is unable to complete its work on the contract.

Good cause does not exist if:

- The Prime Contractor seeks to terminate a COA DBE so that the Prime can self-perform the Work.
- The Prime Contractor seeks to terminate a COA DBE so the Prime Contractor can substitute another DBE or non-DBE after contract award.
- The failure or refusal of the DBE Subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor (e.g., the failure of the Prime Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Prior to requesting termination, the Prime Contractor must give notice in writing to the DBE Subcontractor with a copy to the Contracting Agency of its intent to request to terminate DBE work and the reasons for doing so. The DBE
Subcontractor shall have five (5) days to respond to the prime Contractor's notice. The DBE's response shall either support the termination or advise the Contracting Agency and the Prime Contractor of the reasons it objects to the termination of its subcontract.

When a COA DBE firm is "terminated" from a Contract (or fails to complete its Subcontract for any reason), the Prime Contractor shall make every good faith effort to substitute another DBE Firm (ref.to 49 CFR 26.53(g)).

**Graduation**
When a DBE firm "graduates" from the DBE program (during the course of an executed subcontract), the DBE participation of that firm "may" continue to count towards the contract DBE goal.

**Decertification**
When a COA DBE firm who has a signed subcontract in place with a Prime, later becomes "decertified" (during the course of that subcontract) — the DBE participation of that firm "may" continue to count towards the Contract DBE goal.

**Counting payments**
Payments to a DBE firm will count toward DBE goals only if the participation is in accordance with these specifications.

**Prompt Payment**
Prompt payment to all Subcontractors shall be in accordance with Section 1-08.1(1) of these Contract special provisions.

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

**Damages for Noncompliance**
The Prime Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Prime Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Contracts, which contain funding assistance from the United States Department of Transportation. Failure by the Prime Contractor to carry out these requirements is a material breach of this Contract, which may result in the Termination of this Contract or such other remedy as the Contracting Agency deems appropriate.

If the Prime Contractor does not comply with any part of its Contract as required under 49 CFR part 26, and/or any other applicable law or regulation regarding DBE, the Contracting Agency may withhold payment, suspend the ability of the Prime Contractor to participate in future Contracting Agency contracts, impose sanctions or Terminate the Contract, and subject the Prime Contractor to civil penalties of up to ten percent of the amount of the Contract for each violation. In the case of WSDOT Contracts, prequalification may be suspended pursuant to WAC 468-16-180, and continuous violations (exceeding a single violation) may also disqualify the Prime Contractor from further participation in WSDOT Contracts for a period of up to three years.
An apparent low Bidder must be in compliance with these Contract Provisions as a condition precedent to the granting of a notice of award by the Contracting Agency. The Prime Contractor is entitled to request an adjudicative proceeding with respect to the Contracting Agency's determination of Contract violation and assessed penalties by filing a written application within thirty days of receipt of notification. The adjudicative proceeding, if requested, will be conducted by an administrative law judge pursuant to the procedures set forth in RCW 34.05 and Chapter 10.08 of the Washington Administrative Code.

1-07.12 Federal Agency Inspection

Section 1-07.12 is supplemented with the following:

(July 30, 2012)

Required Federal Aid Provisions
The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised May 1, 2012 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 are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273 included in this Contract require that the Contractor insert the FHWA 1273 in each Subcontract, together with the wage rates which are part of the FHWA 1273. Also, a clause shall be included in each Subcontract requiring the Subcontractors to insert the FHWA 1273 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 applicable wage rates, and this Special Provision.

1-07.13(4) Repair of Damage

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

(August 6, 2001)
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.

1-07.16 Protection and Restoration of Property

Section 1-07.16(4) is supplemented with the following:

1-07.16(4) Archaeological And Historical Objects

(December 6, 2004)
The project area potentially contains archaeological or historical objects that may have significance from a historical or scientific standpoint. To protect these objects from damage or destruction, the Contracting Agency, at its discretion and expense, may monitor the Contractor's operations, conduct various site testing and perform recovery and removal of such objects when necessary.
The Contractor may be required to conduct its operations in a manner that will accommodate such activities, including the reserving of portions of the work area for site testing, exploratory operations and recovery and removal of such objects as directed by the Engineer. If such activities are performed by consultants retained by the Contracting Agency, the Contractor shall provide them adequate access to the project site.

Added work necessary to uncover, fence, dewater, or otherwise protect or assist in such testing, exploratory operations and salvaging of the objects as ordered by the Engineer shall be paid by force account as provided in Section 1-09.6. If the discovery and salvaging activities require the Engineer to suspend the Contractor’s work, any adjustment in time will be determined by the Engineer pursuant to Section 1-08.8.

To provide a common basis for all bidders, the Contracting Agency has entered an amount for the item “Archaeological and Historical Salvage” in the Proposal to become a part of the total bid by the Contractor.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)

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

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

Pacific Power
Mike Paulson
500 North Keys Road
Yakima, WA 98901-1164
Phone: (509) 575-3158

Yakima-Tieton Irrigation District
John Dickman
470 Camp 4 Road
Yakima, WA 98908
Phone: (509) 678-4101

CenturyLink
Curt Austin
PO Box 550
Connell, WA 99326
(509) 235-3375

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:

1) The Yakima-Tieton Irrigation District has an active irrigation line in close proximity to the East. YTD will pothole to discover the exact location of the line. The Contractor will need
to coordinate their pile driving or any other activity that is in close proximity to the line
with YTID to ensure no damage occurs.

2) The Pacific Power lines may need to be de-energized during crane work. The Contractor
will need to coordinate to ensure safe operations.

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.

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
(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements

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

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

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

D. The insurance 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. The Contractor shall provide the Contracting Agency and all Additional Insureds with written
notice of any policy cancellation, within two business days of their receipt of such notice.

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**

**1-07.23(1) Construction Under Traffic**

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

*(January 2, 2012)*

**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>Regulatory 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

Minimum Work Zone Clear Zone Distance

1-07.24 Rights of Way
(October 1, 2005 APWA GSP)

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

Street right of way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public right of way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the
Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

Add the following new section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

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

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

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.
1-08.1 Subcontracting

Section 1-08.1 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 EF) 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 EF), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004 EF).

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all Subcontractors and lower tier Subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.1 Subcontract Completion and Return of Retainage Withheld

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

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

Requirements
1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten (10) days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.

2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor shall be made within 30 days after Subcontractor's Work is satisfactorily completed.

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

4. Failure by a Prime Contractor or Subcontractor to comply with these requirements may result in one or more of the following:

a. Withholding of payments until the Prime Contractor or Subcontractor complies
b. Failure to comply shall be reflected in the Prime Contractor’s Performance Evaluation

c. Cancellation, Termination, or Suspension of the Contract, in whole or in part

d. Other sanctions as provided by the subcontractor or by law under applicable prompt pay statutes.

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

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

1-08.4 Prosecution of Work
Delete this section in its entirety, and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(June 27, 2011 APWA GSP)

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.

When shown in the Plans, the first order of work 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 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
Section 1-08.5 is supplemented with the following:

(March 13, 1995)
This project shall be physically completed within 60 working days.
1-08.5 Time for Completion
(August 14, 2013 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. If not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved 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 (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors
   f. Property owner releases per Section 1-07.24

1-08.9 Liquidated Damages
(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages
shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account
(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

1-09.9 Payments
(March 13, 2012 APWA GSP)

Delete the first four paragraphs and replace them with the following:

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments. The progress estimates are subject to change at any time prior to the calculation of the final payment.

The value of the progress estimate will be the sum of the following:

1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price.

2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum breakdown for that item, or absent such a breakdown, based on the Engineer's determination.
3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other
storage area approved by the Engineer.

4. Change Orders — entitlement for approved extra cost or completed extra work as
determined by the Engineer.

Progress payments will be made in accordance with the progress estimate less:
1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract
   Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an
admission by the Contracting Agency that any work has been satisfactorily completed. The
determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.9(1) Retainage

Section 1-09.9(1) content and title is deleted and replaced with the following:

(June 27, 2011)
Vacant

1-09.13(3) Claims $250,000 or Less
(October 1, 2005 APWA GSP)

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
(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
Lump Sum Bid for Project (No Unit Items)
Section 1-10.4(1) is supplemented with the following:

(August 2, 2004)
The proposal contains the item “Project Temporary Traffic Control,” lump sum. The provisions of Section 1-10.4(1) shall apply.

DIVISION 2
EARTHWORK

SECTION 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description
Section 2-01.1 is supplemented with the following:

(March 13, 1995)
Clearing and grubbing on this project shall be performed within the following limits:

The Contractor shall Clear and Grub as necessary to accomplish the project within the projects limits and right of way. Work normally considered as “Roadside Cleanup” shall be considered as incidental to Clearing and Grubbing and there shall be no pay for Roadside Cleanup.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

Section 2-02.3(2) is supplemented with the following:
(June 26, 2000)

Bridge Demolition Plan
The Contractor shall submit a bridge demolition plan with working drawings and calculations to the Engineer for approval in accordance with Section 6-01.9, showing the method of removing the existing bridge(s), or portions of bridges, as specified.

The bridge demolition plan shall show support bents, bracing, guys, lifting devices, lifting attachments, the sequence of demolition and removal, the type of equipment to be used in all demolition and removal operations, the location of cranes and barges, the location of support or lifting points, and the weights of structure parts being removed. The plan shall include a crane stability analysis and crane load calculations based on the controlling crane picks of the Contractor's plan. The plan shall detail the containment, collection, and disposal of all debris. The plan shall show all stages of demolition.

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

Removal Limits in Water
The existing piers/abutments of Pioneer Way Bridge #70 shall be completely removed. All broken concrete and other bridge removal debris shall be completely removed.

(June 26, 2000)

Use of Explosives
Explosives shall not be used in the demolition.

(August 6, 2007)

Requirements for Closing Bridge to Traffic Prior to Beginning Removal
The Contractor shall not close the existing bridge to traffic, and shall not begin bridge removal operations, until the following conditions are met:

1. The Contractor has received the Engineer's approval of the bridge demolition plan.

2. The Contractor has received the Engineer's approval of all shop drawings and materials submittals for materials required for the work to be executed during the closure.

3. The Contractor has submitted a report on the status of material delivery to the Engineer. The report shall specify the materials already available at the site, the materials yet to arrive at the site, and the scheduled delivery dates of the materials yet to arrive at the site, with written verification from the supplier or copies of confirmed purchase orders indicating the delivery dates of the materials yet to arrive at the site.

4. The Contractor shall provide an updated progress schedule in accordance with Section 1-08.3 confirming that the scheduled delivery of materials will meet the schedule to complete the work within the allowed time. The Contractor shall supplement the progress schedule with a written narrative describing the assumed production rates and planned resource allocations that support the bridge construction activity durations provided in the progress schedule.

5. The Contractor has received the Engineer's approval to proceed.

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

Payment shall include removal of existing broken concrete on the northwest bank of the creek.

Section 2-02.5 is revised by the following:

"Removing Existing Pioneer Way Bridge #70", lump sum. Payment shall include all costs for removing and disposing of the existing bridge and for isolating and dewatering the work area including the temporary culvert, revetments, and any pumping that may be necessary.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3(14) Embankment Construction

Section 2-03.3(14) is supplemented with the following

All embankments shall be compacted using Method C.

2-03.4 Measurement

Section 2-03.4 is supplemented with the following:

(March 13, 1995)

Only one determination of the original ground elevation will be made on this project. Measurement for roadway excavation and embankment will be based on the original ground elevations recorded previous to the award of this contract.

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

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

Copies of the ground cross-section notes will be available for the bidder's inspection, before the opening of bids, at the Project Engineer's office and at the Region office.

Upon award of the contract, copies of the original ground cross-sections will be furnished to the successful bidder on request to the Project Engineer.

Section 2-03.4 is supplemented with the following:

Measurement for payment of roadway excavation incl. haul, common borrow incl. haul, and embankment compaction will be made on a per cubic yard basis (plan quantity) except that no field measurements will be made.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.1 Description
Section 5-04.1 is supplemented with the following:

(August 1, 2011)
This Work consists of constructing bridge transverse joint seals in accordance with these Special Provisions and the Plans.

5-04.2 Materials

(August 1, 2011) Bridge transverse joint seals shall be filled with hot poured joint sealant meeting the requirements of Standard Specifications Section 9-04.2(1).

5-04.3 Construction Requirements

Section 5-04.3 is supplemented with the following:

(August 1, 2011)
Bridge transverse joint seals shall be constructed at the locations specified in the Plans and in accordance with the Standard Plans.

Hot poured joint sealant shall be installed in accordance with the manufacturer's written recommendations. The Contractor shall submit the manufacturer's written installation procedure to the Engineer prior to installation.

5-04.3(8)A Acceptance Sampling and Testing

Section 5-04.3(8) A shall be deleted

5-04.3(9) Spreading and Finishing

Section 5-04.3(9) shall be supplemented with the following:

5-04.3(10) Compaction

5-04.3(10)B Control

The first paragraph of Section 5-04.3(10)B of the Standard Specifications is deleted and replaced with the following:

HMA used in traffic lanes, including lanes for ramps, truck climbing, weaving, and speed change, and having specified compacted course thickness greater than 0.10 foot, shall be compacted to a specified level relative density. The specified level of relative density shall be a minimum of 91.0 percent of the reference maximum density as determined by WSDOT for AASHTO T 209. The reference maximum density shall be determined as the moving average of the most recent five determinations for the lot of asphalt concrete being placed. The specified level of density attained will be determined by five nuclear gauge tests taken in accordance with WAQTC FOP TM8 and WSDOT SOP T 729 on the day the mix is placed (after completion of the finish rolling) at locations determined by the stratified random sampling procedure conforming to WSDOT Test Method 716 within each density lot. The quantity represented by each density lot will be no greater than a single day's production or approximately 400 tons, whichever is less. The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field by 7:00 a.m. the morning of
the next workday after testing, or for nighttime work within four hours after the beginning of the
next paving shift.

The last paragraph of Section 5-04.3(10)B of the Standard Specifications is deleted and replaced with
the following:

In addition to the randomly selected locations for tests of density, the Engineer may also isolate
from a normal lot any area that is suspected of being defective in relative density. Such isolated
material will not include an original sample location. A minimum of 5 randomly located density
tests will be taken. The isolated area then will be evaluated for price adjustment in accordance
with the price reduction formula in the Special Provisions, considering it as a separate lot.

Control lots not meeting the minimum density standard shall be removed and replaced with
satisfactory material. At the option of the Engineer, noncomplying material may be accepted at
reduced price as computed below.

FACTORS INVOLVED:

Quantity of HMA involved (from Compaction Control Report)

Percent compaction (from Compaction Control Report)

Pay adjustment factor (see table below)

Liquid asphalt used = Percent liquid asphalt from "Amount Ordered" or "Calculated from
Production" (whichever is less) from Daily Report of Asphalt Plant
Operations (when producing from a commercial plant, always use the
"Amount Ordered")

Price liquid asphalt = Invoice price f.o.b. job site (if invoice unavailable then use average
monthly refinery price.)

Unit Contract Price (from Contract Proposal)

CALCULATION PROCEDURE:

Equations:

\[ PA = Q \times AUCP \times PAF \]
\[ AUCP = UCP - VLA \]
\[ VLA = PLA \times RLAU \]
\[ RLAU = LAU / 100 \]

PA = Price adjustment
UCPA = Unit contract price adjustment
Q = Quantity HMA involved
AUCP = Adjusted unit contract price
PAF = Pay adjustment factor
UCP = Unit contract price
VLA = Value liquid asphalt
PLA = Price liquid asphalt
RLAU = Rate liquid asphalt used
LAU = Liquid asphalt used

EXAMPLE:
Q = 200 tons
Percent compaction = 90.5
LAU = 5.0%
UCP = $25.00/ton
PLA = $200.00/ton f.o.b. job site
PAF = 0.05
RLAU = LAU/100
= 5.0/100
RLAU = 0.05 ton/ton
VLA = PLA x RLAU
= $200.00/ton x 0.05 ton/ton
VLA = $10.00/ton

AUCP = UCP - VLA
= $25.00/ton - $10.00/ton
AUCP = $15.00/ton

PA = Q x AUCP x PAF
= 200 ton x $15.00/ton x 0.05
PA = $150.00

UCPA = PA/Q
= $150.00/200 ton
UCPA = $0.75/ton

PAY ADJUSTMENT FACTOR

<table>
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<th>% RICE</th>
<th>FACTOR</th>
</tr>
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<tbody>
<tr>
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<tr>
<td>90.0 - 90.9</td>
<td>0.05</td>
</tr>
<tr>
<td>89.0 - 89.9</td>
<td>0.10</td>
</tr>
<tr>
<td>88.0 - 88.9</td>
<td>0.20</td>
</tr>
<tr>
<td>BELOW 88.0</td>
<td>0.50 (IF ACCEPTED)</td>
</tr>
</tbody>
</table>

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.

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)A 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 6
STRUCTURES

6-01 GENERAL REQUIREMENTS FOR STRUCTURES

6-01.2 Foundation Data

Section 6-01.2 is supplemented with the following:

The exploratory boring logs are contained in the applicable Appendix to these Contract Documents.

Also, the Contractor should review the geotechnical engineering report prepared for this project. Copies of the report are contained in Appendix E.

6-02 CONCRETE STRUCTURES

6-02.2 Materials

Section 6-02.2 is supplemented with the following:

Bridge Supported Utilities

(June 26, 2000)

Inserts shall be of the type and model specified in the Plans. Inserts shall be galvanized in accordance with AASHTO M 111.

6-02.3 Construction Requirements

Section 6-02.3 is supplemented with the following:

Bridge Supported Utilities

The Contractor shall furnish and install girder inserts for the bridge utility supports as shown in the Plans.

Note: the PVC sleeves installed in the abutments and diaphragms are a suggestion to form a hole during the concrete placement for later passage of the required utilities. These sleeves are incidental and no pay item for them shall exist. The Contractor may use another method to provide the holes provided it is also incidental and approved by the Engineer.

6-02.3(20) Grout for Anchor Bolts and Bridge Bearings

Section 6-02.3(20) is supplemented with the following:

(June 26, 2000)

Grout placed at the following locations shall conform to the requirements of this section.

Keyways

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

(August 2, 2010)
Superstructure (Pioneer Way Bridge #70) contains the following approximate quantities of materials and work:

Precast Concrete Girders: 505.5 linear feet
Concrete Class 4000: 30 cubic yards
Reinforcing Bars: 2,362 pounds
Bearing Pads: 12
Minor Items: See Plans

The quantities are listed only for the convenience of the Contractor in determining the volume of work involved and are not guaranteed to be accurate. The prospective bidders shall verify these quantities before submitting a bid. No adjustments other than for approved changes will be made in the lump sum contract price for Pioneer Way Bridge #70 even though the actual quantities required may deviate from those listed.

6-02.5 Payment

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

(June 26, 2000)
All costs in connection with furnishing and placing concrete girders, bearing pads, welded girder flange connection plates, grout, embedded inserts, joint filler, joint seal, reinforcing bars in diaphragms and bridge curb, Class 4000 concrete in diaphragms and bridge curb, and all other work required to complete construction of the bridge superstructure shall be included in the lump sum contract price for "Superstructure (Pioneer Way Bridge #70)".

Section 6-02.5 is supplemented with the following:

Payment for "Gravel Backfill for Walls" shall include all cost for supplying and placing of geotextile for separation.

6-05 PILING

6-05.5 Payment

Replace the fifth paragraph of Section 6-05.5 with the following:

The unit contract price per linear foot for "Furnish St. Piling" shall be full pay for furnishing the piling specified. The minimum payment per pile shall be the distance measured from the estimated pile tip elevation shown on the Plans to the pile cutoff. Any additional pile length that may be required to reach the required capacity shall be paid for using the contract price for furnishing steel piling.

6-08 WATERPROOFING

6-08.1 Description

Section 6-08.1 is supplemented with the following:

(January 3, 2011)
This work consists of furnishing and placing an approved waterproofing membrane system over a properly prepared concrete bridge deck prior to placing the HMA overlay.

The waterproofing membrane system shall consist of an impermeable sheet membrane that prevents passage of water from the overlay surfacing to the bridge deck substrate. The system shall also include a primer to bond the membrane to the bridge deck substrate, regardless of bridge deck temperature, except for circumstances when the waterproofing membrane system manufacturer specifically prohibits the use of a primer.

6-08.2 Materials

Section 9-11.2 is supplemented with the following:

(January 3, 2011)

**Primer for Membrane Waterproofing (Deck Seal)**
The membrane waterproofing (deck seal) primer shall be compatible for use with the membrane manufacturer’s sheet membrane, and shall be appropriate for bonding the sheet membrane to the bridge deck surface.

**Waterproofing Fabric**
Section 9-11.2 is supplemented with the following:

(January 2, 2012)
Membrane waterproofing (deck seal) sheet membrane shall conform to ASTM D 6153 Type III, and the following additional material properties:

<table>
<thead>
<tr>
<th>Property</th>
<th>Specification</th>
<th>Minimum Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Tensile Stress (At tear or breaking load for Thin Polymer Sheets)</td>
<td>ASTM D 882</td>
<td>50 pounds per inch</td>
</tr>
<tr>
<td>Minimum Grab Tensile Strength (At breaking load for Geotextiles and Fabric)</td>
<td>ASTM D 4632</td>
<td>50 pounds</td>
</tr>
<tr>
<td>Minimum Puncture Capacity (For Thin Polymer Sheets, Geotextiles and Fabric)</td>
<td>ASTM E 154</td>
<td>200 pounds</td>
</tr>
</tbody>
</table>

Membrane waterproofing (deck seal) sheet membrane will be accepted based on manufacturers certificate of compliance that the material furnished conforms to these specifications. The Contractor shall submit the manufacturer’s certificate of compliance to the Engineer in accordance with Section 1-06.3.

6-08.3 Construction Requirements

6-08.3(2) Preparation of Surface (GSP)
Section 6-08.3(2) is supplemented with the following:

(January 3, 2011)

**Preparation of Bridge Deck**
The entire bridge deck and the sides of the curb and expansion joint headers to the height of the HMA overlay shall be essentially free of all foreign material such as dirt, grease, etc. Prior to applying the primer or sheet membrane, all dust and loose material shall be removed from the bridge deck with compressed air. All surface defects such as spalled areas, cracks, protrusions, holes, sharp edges, ridges, etc., and other imperfections greater than 3/8 inch that will decrease the effectiveness of the membrane by puncturing, stretching, etc., shall be corrected prior to application of the membrane.

**Weather and Moisture Limitations**
Work shall not be done during wet weather conditions, or when the bridge deck and ambient air temperatures are below 50°F. The bridge deck shall be surface-dry at the time of the application of the primer or sheet membrane.

The Engineer may order work to be suspended in accordance with Section 1-08.6 because of the above weather and moisture limitations.

**New Concrete Areas**
All areas of the bridge deck that have less than 28-day-old concrete shall be allowed to cure for a period of time recommended by the membrane manufacturer or as specified by the Engineer before application of the membrane.

**Concrete Protection**
The Contractor shall use care to protect all concrete surfaces from damage. Any damage to exposed surfaces shall be repaired in accordance with Section 1-07.13.

**6-08.3(3) Application of Waterproofing**

Section 6-08.3(3) is supplemented with the following:

(January 3, 2011)

**Membrane Waterproofing (Deck Seal)**
The primer and membrane waterproofing shall extend from the bridge deck up onto the curb face and expansion joint header face the thickness of the HMA overlay. Special care shall be used at the curb face and expansion joint header face to see that the membrane adheres to the vertical surface.

The Contractor shall not begin application of membrane waterproofing deck seal to the bridge deck until demonstrating, to the satisfaction of the Engineer, that all labor, equipment, and materials necessary to apply the membrane and HMA overlay are either on hand or readily available to complete the work in a timely manner.

The primer shall be applied to the cleaned concrete surfaces at the rate and according to the procedure recommended by the membrane manufacturer. All surfaces to be covered by the membrane shall be thoroughly and uniformly coated with primer. Precautionary measures shall be taken to ensure that pools and thick layers of primer are not left on the deck surface to scum over. Drying time prior to applying the membrane shall normally be as recommended by the manufacturer, however, the membrane shall not be applied until substantially all volatile material has dissipated from the primer.

The prefabricated membrane shall be applied to the primed curb and bridge deck surfaces by either hand methods or mechanical applicators. Membrane application shall begin at the bridge deck low point and continue in a shingled pattern so that any water which accumulates will drain toward the curb and the bridge deck drains (if present) without accumulation against...
the membrane seams. Each strip shall be overlapped a minimum of six inches or as recommended by the manufacturer. An adhesive or a wide tipped torch to cause tackiness shall be used, if necessary, to assure a good seal of the joints. Hand rollers or other satisfactory pressure apparatus shall be used on the applied membrane to assure firm and uniform contact with the primed concrete surfaces.

Any torn or cut areas, or narrow overlaps, shall be patched using a satisfactory adhesive and by placing sections of the membrane over the defective area in such a manner that the patch extends at least six inches beyond the defect. The patch shall be rolled or firmly pressed onto the surface.

The fabric shall be neatly cut and contoured at all joints as specified by the Engineer.

After the membrane waterproofing application has been completed, the membrane shall be cut with two right angle cuts at all bridge deck drains (if present). The cuts shall be made to the inside diameter of the bridge deck drain outlet, after which the corners of the membrane waterproofing shall be turned down into the drains and laid in a coating of asphalt binder.

The waterproofing membrane will be visually inspected by the Engineer for uniformity of application, tears, punctures, bonding, bubbles, wrinkles and other defects as described in the membrane manufacturer's literature. All such deficiencies shall be repaired as recommended by the membrane manufacturer and approved by the Engineer prior to placement of the HMA overlay.

**6-08.3(4) Protection Course**

Section 6-08.3(4) is supplemented with the following:

(>January 3, 2011<)

**General Membrane Protection**

The membrane material shall be protected from damage due to the paving operations. The method of membrane protection shall be as recommended by the manufacturer of the membrane system and approved by the Engineer.

No traffic or equipment except that required for the actual waterproofing and paving operations will be permitted to travel or rest on the membrane waterproofing until it is covered by the HMA overlay.

**HMA Overlay**

The membrane manufacturer's recommendations shall be thoroughly considered in the application of the HMA overlay particularly as to the type of paving machine, laydown temperature of the HMA, protection of membrane while paving, rolling temperature and technique, and other items unique to each membrane. Differences in application procedure shall be resolved by the Engineer and the Engineer's decision shall be final. Vibratory rollers shall not be used on bridge decks.

**6-08.4 Measurement (GSP)**

Section 6-08.4 is supplemented with the following:

(>March 6, 2000<)

Membrane waterproofing will be measured by the square yard of the bridge deck and curb which is satisfactorily sealed and accepted.
Payment (GSP)

Section 6-08.5 is supplemented with the following:

Payment will be made in accordance with Section 1-04.1 for the following bid item:

(August 2, 2004)
“Membrane Waterproofing (Deck Seal)”, per square yard.

The unit contract price per square yard for "Membrane Waterproofing (Deck Seal)" shall be full pay for performing the work as specified, including repairing any damaged or defective waterproofing membrane and damaged HMA overlay.

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

7-04 STORM SEWERS
7-04.5 Payment

Section 7-04.5 is supplemented with the following:

Payment shall include all cost for excavation, bedding, backfill, and compaction.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS
7-05.5 Payment

Section 7-05.5 is supplemented with the following:

Payment shall include all cost for excavation, bedding, backfill, and compaction.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL
8-01.1 Description

Section 8-01.1 is supplemented with the following:

This work shall consist of furnishing, installing, and maintaining stormwater pollution prevention facilities and erosion control facilities, and implementing procedures and measures that prevent sediment-laden runoff and other pollutants from discharging from the construction site. This work consists of temporary measures and activities described in the project Temporary Erosion and Sediment Control Plan in Appendix C.

8-01.3 Construction Requirements

8-01.3(1) General
The tenth paragraph of Section 8-01.3(1) is revised to read:

(January 25, 2010)

**Erodible Soil Eastern Washington**

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

- July 1 through September 30: 30 days
- October 1 through June 30: 15 days

**8-01.3(17) Protection of Surfacewaters**

Section 8-01.3(17) is new section:

Sediment-laden runoff and other pollutants are to be prevented from discharging from the construction site and entering surface waters or properties located downstream, in accordance with City and State requirements. The Contractor shall implement all measures necessary for stormwater pollution prevention throughout the duration of construction and until the site is stabilized.

The temporary erosion control structures and stormwater pollution prevention measures shall remain in-place until the site is stabilized, at which time the Contractor shall remove the temporary structures and measures.

**8-01.4 Measurement**

Section 8-01.4 is supplemented as follows:

No measurement will be made for periodically removing sediment and debris from ESC BMPs.

**8-02 ROADSIDE RESTORATION**

**8-02.4 Measurement**

Section 8-02.4 is supplemented with the following:

- Live stake cutting will be measured per each.
- Topsoil will be measured by the cubic yard in the haul conveyance vehicle.

**8-02.5 Payment**

Section 8-02.5 is supplemented with the following:

- "Live Stake Cutting", per each
- "Topsoil Type C", per cubic yard.
8-11 GUARDRAIL

8-11.4 Measurement

Section 8-11.4 is supplemented with the following:

Measurement of remove and reset existing beam guardrail SRT terminal and raising existing beam guardrail SRT terminal will be per each.

8-11.5 Payment

Section 8-11.5 is supplemented with the following:

"Remove and Reset Existing Beam Guardrail SRT Terminal", per each.

"Raising Existing Beam Guardrail SRT Terminal", per each.

8-15 RIPRAP

8-15.4 Measurement

Section 8-15.4 is supplemented with the following:

(August 6, 2007)
Streambed sediment and streambed cobbles will be measured by the cubic yard in the hauling conveyance at the point of delivery.

(February 5, 2001)
The last paragraph in Section 8-15.4 is deleted.

8-15.5 Payment

The first sentence of the second paragraph of Section 8-15.5 is revised to read:

(March 13, 1995)
The unit contract price per ton or cubic yard for the class or kind of riprap specified shall be full pay for furnishing all labor, tools, equipment, and materials required to construct the riprap, including excavation.

Section 8-15.5 is supplemented with the following:

(August 6, 2007)
"Streambed Sediment", per cubic yard.
"Streambed Cobbles", per cubic yard.

APPENDICES

(January 2, 2012)
The following appendices are attached and made a part of this contract:

APPENDIX A – REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
APPENDIX B - PREVAILING WAGE RATES
Federal Wage Determinations for Highway Construction
Washington State Prevailing Wage - Yakima County
Benefit Code Key
Supplemental to Wage Rates

APPENDIX C – TEMPORARY EROSION AND SEDIMENT CONTROL PLAN

APPENDIX D – GEOTECHNICAL REPORT AND BORING LOGS

APPENDIX E – STANDARD PLANS

APPENDIX F – EXISTING BRIDGE PLANS

APPENDIX G – WASH. DEPT. OF FISH AND WILDLIFE – HYDRAULIC PROJECT
APPROVAL (HPA)

APPENDIX H – NATIONAL MARINE FISHERIES SERVICE (NMFS) – EXCERPT FROM
BIOLOGICAL OPINION - REASONABLE AND PRUDENT MEASURES AND
TERMS AND CONDITIONS

STANDARD PLANS

(January 6, 2014)

Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01
transmitted under Publications Transmittal No. PT 13-037, effective August 5, 2013 is made a part of
this contract.

The Standard Plans are revised as follows:

A-50.10
Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20
Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30
Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

B-10.20 and B-10.40
Substitute “step” in lieu of “handhold” on plan

B-25.20
Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-90.40
Offset & Bend details, add the subtitle, “Plan View” above titles

C-16a
Note 1, reference C-28.40 is revised to C-20.10

C-16b
Note 3, reference C-28.40 is revised to C-20.10

C-20.10
All callouts for "W6 x 9 STEEL POST" are revised to read "W6 x 9 STEEL POST OR 6 x 8 TIMBER POST."

Isometric View, callout, "W6 x 9 x 6' LONG STEEL POST" is revised to read ""W6 x 9 x 6' LONG STEEL POST OR 6 x 8 x 6' LONG TIMBER POST."

Add General Note 5. "All posts for any standard barrier run shall be of the same type: timber or steel."

C-20.40
All callouts for "W6 x 9 STEEL POST" are revised to read "W6 x 9 STEEL POST OR 6 x 8 TIMBER POST."

C-20.42
The callout for "W6 x 9 STEEL POST" is revised to read "W6 x 9 STEEL POST OR 6 x 8 TIMBER POST."

C-22.14
Section B, callout, " 5/8" x 2" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT" is revised to read " 5/8" x 2" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT FOR STEEL POST OR 5/8" x 10" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT FOR TIMBER POST"

C-22.16
Section B, callout, " 5/8" x 2" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT" is revised to read " 5/8" x 2" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT FOR STEEL POST OR 5/8" x 10" LONG BUTTON HEAD BOLT WITH 7/32" OVAL GRIP, CUT WASHER, AND HEX NUT FOR TIMBER POST"

C-23.60
Add General Note 7. "Posts shall match those of connecting run: timber or steel."

C-25.18
General Notes, Note 6 is revised to read " Posts 1 and 2 are 10 x 10 timber or W6 x 15 steel posts – 7’ – 6’ long. Posts 3 through 9 are 6 x 8 timber or W6 x 9 steel posts – 6’ – 0’ long."

C-25.80
Add General Note 5. "All posts for any standard barrier run shall be of the same type: timber or steel."

C-70.10
Elevation, and Barrier Connection Detail, callout for premolded joint filler, revise ¼" to 3/8" Note 1, revise ¼" to 3/8".

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-
10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-75.10
Elevation, callout for premolded joint filler, revise ¼” to 3/8”, Note 1, revise ¼” to 3/8”.
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-75.20
Elevation, callout for premolded joint filler, revise ¼” to 3/8”, Note 1, revise ¼” to 3/8”.
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-75.30
Elevation, and Plan views, callout for premolded joint filler, revise ¼” to 3/8”", Note 1, revise ¼” to 3/8”.
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-80.10
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-80.20
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-80.30
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-80.40
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-85.14
General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.15
General Notes, Note 2, reference to Standard Plan C-13 is revised to C-70.10

C-85.16
General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.18
General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.20
General Notes, Note 3, reference to Standard Plan C-13 is revised to C-70.10

F-10.12

F-10.62
Plan Title, Precast Concrete Sloped Mountable Curb is revised to read; “Precast Sloped Mountable Curb”

F-10.64
Plan Title, Plan Title, Precast Concrete Dual Faced Sloped Mountable Curb is revised to read; “Precast Dual Faced Sloped Mountable Curb”

F-30.10
Sections, left side of sheet, (4 places), dimension, Sidewalk - 6'-0” MIN. (See Contract) is revised to read; “Sidewalk (See Contract)”
Section, top middle of sheet, dimension, Sidewalk - 6'-0” MIN. (See Contract) is revised to read; “Sidewalk (See Contract)”

F-80.10
callout, top middle of sheet, Match Sidewalk Width See Contract Plans ~ 4'-0” MIN. is revised to read; “Match Sidewalk Width See Contract Plans”
dimension, PLAN VIEW TYPE 2, (2 places), 4'-0” MIN, is revised to read; “(See Contract)”
dimension, SECTION C, See Contract Plans ~ 4'-0” MIN. is revised to read; “See Contract Plans”

G-60.20
Side View, callout, “Anchor Rod ~ 1-3/4” Diam. x 4'-4” Threaded 8” Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0” Min.” is revised to read; “Anchor Rod ~ 1-3/4” Diam. x 4'-4” Threaded 8” Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0” Min.”

G-60.30
End View, callout, “Anchor Rod ~ 1-3/4” Diam. x 4'-4” Threaded 8” Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0” Min.” is revised to read; “Anchor Rod ~ 1-3/4” Diam. x 4'-4” Threaded 8” Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0” Min.”

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10
Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, “SEE STANDARD PLAN J-6C...” is revised to read: “SEE STANDARD PLAN J-10.10...”

Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

Sheet 2 of 2, “Right Side of Service Cabinet” detail, callout, “1 5/8” x 2 7/16” 12 GA. SLOTTED STEEL CHANNEL BRACKETS (3 REQ’D), EMBED 12” MIN. IN FOUNDATION.”

Is revised to read: “1-5/8” x 3-1/4”, 12 GA. BACK TO BACK SLOTTED STEEL CHANNEL BRACKETS (3 REQ’D), EMBED 12” MIN. IN FOUNDATION”

J-10.10

Note 2. “The contractor shall install the conduits in the locations shown. Conduits shall extend 2” min. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase.” is revised to read:

“The contractor shall install the conduits in the locations shown. Conduits shall extend 2” min. above the coupling. The grounded end bushing on GRS conduit and the end bell bushing on PVC conduit shall extend 3” max. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase.”

Note 4. “The cabinets shall be attached to the foundation with 4 each: 1/2” x 12” x 2” x 4” hot dip galv. anchor bolts, washers, and nuts. Stainless steel epoxy anchors may be used as an alternative, and shall be 1/2” diam. x 9”, or 5/8” diam. x 8”. Bolts shall extend 1 1/2” min. to 2” max. above the concrete pad.” is revised to read:

“The cabinets shall be attached to the foundation with 4 each: 1/2” x 12” x 2” x 4” anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232. Stainless steel epoxy anchors may be used as an alternative, and shall be 1/2” diameter x 9”, or 5/8” diameter x 8”. Threaded Rod (conforming to ASTM F 593), washers (conforming to ASTM A 240), and nuts (conforming to ASTM F 594), all shall be Type 304 stainless steel. Bolts shall extend 1 1/2” min. to 2” max. above the concrete pad.”

J-10.15

ANCHOR BOLT detail, callout – ASTM A307 with washer and nut – Galvanized per AASHTO M 232 is revised to read; “Anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232 “

J-15.10

Elevation View (3x), Depth dimension, reads; "Depth – See Std. Spec. 9-20.3(14)E and Contract”, revised to read; "Depth – See Std. Spec. 8-20.3(13)A and Contract”

J-15.15

General Notes, Note 3, reference to Standard Plan J-7c is revised to J-27.15

J-20.10

Foundation Detail, callout, “1/2” diameter steel hex nut, with 1 1/2” flat washer (2) each req’d per anchor bolt” is revised to read; 1/2” diameter steel heavy hex nut, with 1/2” flat washer (2) each req’d per anchor bolt

J-20.11
Sheet 1, View A, callout, "1/2" x 26" full thread ~ (4) required 1/2" hex nuts ~ (4) required per anchor bolt" is revised to read; "1/2" x 24" full thread ~ (4) required 1/2" heavy hex nuts ~ (4) required per anchor bolt"

Section B, callout, "1/2" diameter steel hex nut, with 1/2" flat washer, (2) required per anchor bolt" is revised to read; 1/2" diameter steel heavy hex nut, with 1/2" flat washer, (2) required per anchor bolt.

Sheet 2, Elevation, callout, "Anchor bolt 1/2" x 28" full thread ~ (4) required 1/2" hex nuts ~ (4) required per anchor bolt" is revised to read; Anchor bolt 3/4" x 36" full thread ~ (4) required 3/4" heavy hex nuts ~ (4) required per anchor bolt"

J-20.16
Elevation, callout, "1/4" Premolded Joint Filler" is revised to read; "3/8" Premolded Joint Filler"
Add General Note 9. "Junction Box serving the Standard shall preferably be located 5'-0" (10'-0" Max.) from the Standard."

J-21.10
Sheet 1, Round Concrete Foundation Detail, Elevation, callout, "3/4" hex nuts, steel, (4) Req'd. per Anchor Bolt" is revised to read; Anchor bolt 3/4" x 30" full thread ~ (4) required 3/4" heavy hex nuts, steel, (4) Req'd. per Anchor Bolt

Sheet 1, Square Concrete Foundation Detail, Elevation, callout, "3/4" hex nuts, steel, (4) Req'd. per Anchor Bolt" is revised to read; Anchor bolt 3/4" x 30" full thread ~ (4) required 3/4" heavy hex nuts, steel, (4) Req'd. per Anchor Bolt

Sheet 1, Detail C, callout, "Base Plate Assembly ~ 1/2" Diam. steel hex nut, with 1 1/2" flat washer, 2 each req'd per anchor bolt ~ minimum of 2 threads above top of nut or 5/8" maximum (Typ.)" is revised to read; Base Plate Assembly ~ 3/4" heavy hex nut, with 3/4" flat washer, 2 each req'd per anchor bolt ~ minimum of 2 threads above top of nut or 5/8" maximum (Typ.)"

Sheet 2, Round Concrete Foundation Detail, Elevation, callout, "Anchor Bolts ~ (4) req'd per assembly (Typ.)" is revised to read; Anchor Bolt 3/4" x 30" full thread ~ (4) req'd per assembly (Typ.)"
Callout, "3/4" hex nuts, steel ~ (4) req'd. per anchor bolt" is revised to read; 3/4" heavy hex nuts, steel ~ (4) req'd. per anchor bolt

Sheet 2, Round Concrete Foundation Detail, Elevation, callout, "Anchor Bolts ~ (4) req'd per assembly (Typ.)" is revised to read; Anchor Bolt 3/4" x 30" full thread ~ (4) req'd per assembly (Typ.)"
Callout, "3/4" hex nuts, steel ~ (4) req'd. per anchor bolt" is revised to read; 3/4" heavy hex nuts, steel ~ (4) req'd. per anchor bolt

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"

J-29.10
Galvanized Welded Wire Mesh detail, callout ~ "Drill and Tap for 1/4" Diam. Cap Screw, 3 Places, @ 9" center, all 4 edges S.S. Screw, ASTM F593 and washer" Is revised to read; "Drill and Tap for 1/4" Diam. Cap Screw, 3 Places, @ 9" center, all 4 edges S.S. Screw, ASTM F593 and washer. Liberally coat the threads with Anti-seize Compound."
J-29.15
Title, "Camera Pole Standard" is revised to read; "Camera Pole Standard Details"

J-29.16
Title, "Camera Pole Standard Details" is revised to read; "Camera Pole Details"

J-60.14
All references to J-16b (6x) are revised to read; J-60.11

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

Detail C, callout – Stainless Steel, selftapping ¼" Diam. Screw w/ S.S. Washer, space approx. 9”
O.C. is revised to read; "Stainless Steel, selftapping ¼" Diam. Screw w/ S.S. Washer, space
approx. 9" O.C., liberally coat the threads with Anti-seize compound"

J-75.45
Detail D, callout – EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL
REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE
PER NEC minimum size # 4 AWG
Detail C, callout – Stainless Steel, selftapping ¼" Diam. Screw w/ S.S. Washer, space approx. 9”
O.C. is revised to read; "Stainless Steel, selftapping ¼" Diam. Screw w/ S.S. Washer, space
approx. 9" O.C., liberally coat the threads with Anti-seize compound"

J-90.10
Section B, callout, "Hardware Mounting Rack ~ S. S. 1-5/8" Slotted Channel" is revised to read;
"Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

J-90.20
Section B, callout, "Hardware Mounting Rack (Typ.) ~ S. S. 1-5/8" Slotted Channel" is revised to
read: "Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8" Slotted Channel"

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

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

A-10.10-00........8/7/07    A-30.35-00........10/12/07    A-50.20-01........9/22/09
A-10.20-00........10/5/07    A-40.00-00..........8/11/09    A-50.30-00.........11/17/08
A-10.30-00........10/5/07    A-40.10-02.........6/2/11      A-50.40-00.........11/17/08
A-20.10-00........8/31/07    A-40.15-00.........8/11/09    A-60.10-01.........10/14/09
| A-30.15-00 | 11/8/07 | A-40.50-01 | 6/2/11 | A-60.30-00 | 11/8/07 |
| A-30.30-01 | 6/16/11 | A-50.10-00 | 11/17/08 | A-60.40-00 | 8/31/07 |

| B-5.20-01 | 6/16/11 | B-30.50-01 | 4/26/12 | B-75.20-01 | 6/10/08 |
| B-5.40-01 | 6/16/11 | B-30.70-03 | 4/26/12 | B-75.50-01 | 6/10/08 |
| B-5.60-01 | 6/16/11 | B-30.80-00 | 6/8/06 | B-75.60-00 | 6/8/06 |
| B-10.20-01 | 2/7/12 | B-30.90-01 | 9/20/07 | B-80.20-00 | 6/8/06 |
| B-10.40-00 | 6/1/06 | B-35.20-00 | 6/8/06 | B-80.40-00 | 6/1/06 |
| B-10.60-00 | 6/8/06 | B-35.40-00 | 6/8/06 | B-82.20-00 | 6/1/06 |
| B-15.20-01 | 2/7/12 | B-40.20-00 | 6/1/06 | B-85.10-01 | 6/10/08 |
| B-15.40-01 | 2/7/12 | B-40.40-01 | 6/16/10 | B-85.20-00 | 6/1/06 |
| B-15.60-01 | 2/7/12 | B-45.20-00 | 6/1/06 | B-85.30-00 | 6/1/06 |
| B-20.20-02 | 3/16/12 | B-45.40-00 | 6/1/06 | B-85.40-00 | 6/8/06 |
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| B-30.40-01 | 4/26/12 | B-70.60-00 | 6/1/06 | B-95.40-00 | 6/8/06 |

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| C-1b | 6/16/11 | C-6c | 6/1/00 | C-25.18-03 | 7/2/12 |
| C-1c | 5/30/97 | C-6d | 5/30/97 | C-25.20-05 | 7/2/12 |
| C-1d | 10/31/03 | C-6f | 7/25/97 | C-25.22-04 | 7/2/12 |
| C-2 | 1/6/00 | C-7 | 6/16/11 | C-25.26-02 | 7/2/12 |
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| C-2b | 6/21/06 | C-8 | 2/10/09 | C-40.14-02 | 7/2/12 |
| C-2c | 6/21/06 | C-8a | 7/25/97 | C-40.16-02 | 7/2/12 |
| C-2d | 6/21/06 | C-8b | 6/27/11 | C-40.18-02 | 7/2/12 |
| C-2e | 6/21/06 | C-8e | 2/21/07 | C-70.10-00 | 4/8/12 |
| C-2f | 3/14/97 | C-8f | 6/30/04 | C-75.10-00 | 4/8/12 |
| C-2g | 7/27/01 | C-10 | 6/3/10 | C-75.20-00 | 4/8/12 |
| C-2h | 3/28/97 | C-16a | 6/3/10 | C-75.30-00 | 4/8/12 |
| C-2i | 3/28/97 | C-16b | 6/3/10 | C-80.10-00 | 4/8/12 |
| C-2j | 6/12/98 | C-20.10-01 | 6/20/13 | C-80.20-00 | 4/8/12 |
| C-2k | 7/27/01 | C-20.14-02 | 7/2/12 | C-80.30-00 | 4/8/12 |
| C-2n | 7/27/01 | C-20.15-01 | 7/2/12 | C-80.40-00 | 4/8/12 |
| C-2o | 7/13/01 | C-20.16-01 | 7/2/12 | C-80.50-00 | 4/8/12 |
| C-2p | 10/31/03 | C-20.19-01 | 7/2/12 | C-85.10-00 | 4/8/12 |
| C-3 | 7/2/12 | C-20.40-03 | 7/2/12 | C-85.11-00 | 4/8/12 |
| C-3a | 10/4/05 | C-20.42-03 | 7/2/12 | C-85.14-00 | 6/16/11 |
| C-3b | 6/27/11 | C-20.45-01 | 7/2/12 | C-85.15-00 | 6/16/11 |
| C-3c | 6/27/11 | C-22.14-02 | 6/16/11 | C-85.16-00 | 6/16/11 |
| C-4b | 6/8/06 | C-22.16-03 | 4/18/12 | C-85.18-00 | 6/16/11 |
| C-4e | 2/20/03 | C-22.40-02 | 6/16/10 | C-85.20-00 | 6/16/11 |
| C-4f | 7/2/12 | C-22.45-00 | 6/18/11 | C-90.10-00 | 7/3/08 |

PIONEER WAY BRIDGE #70 REPLACEMENT

COUNTY PROJECT NO. C 3486 / FEDERAL AID PROJECT NO. BROS-9893(022)

SPECIAL PROVISIONS

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| F-10.40-02  | 6/21/12  | F-40.12-02  | 6/20/13  | F-80.10-02  | 3/15/12  |
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PIONEER WAY BRIDGE #70 REPLACEMENT
COUNTY PROJECT NO. C 3486 / FEDERAL AID PROJECT NO. BROS-9939(022)
SPECIAL PROVISIONS
104
APPENDIX A

REQUIRED CONTRACT PROVISIONS FEDERAL AID CONSTRUCTION CONTRACTS
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Non-discrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

   The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

   Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor, including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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 (29 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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, the contractor, the contractor shall so certify to the contracting agency 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 referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 DOT-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 contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 6)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act, on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon postcard (WH-1321) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as 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 provisions 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(i) 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)(3) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1301 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor or subcontractor, or the contracting agency or the State DOT, take such action 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.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringe shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

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

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
d. 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.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(5)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(5)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) of 29 CFR 5.5. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. 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 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payroll statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 contracting officer may determine, to be reasonably necessary to protect all persons 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. 3704).

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.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

18 U.S.C. 1020 reads as follows:
"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quality or quality of the work performed or to be 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 under this title or imprisoned not more than 5 years or both.*

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification — First Tier Participants:
   a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
   d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
   f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly fail to adhere to 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 first tier 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 Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.
   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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epsl.gov/), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

   (2) Have not within a three-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;

   (3) 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 (a)(2) of this certification; and

   (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective 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 Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

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,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the $25,000 threshold.

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 is responsible for ensuring that its principals are not debarred, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov/), which is compiled by the General Services Administration.

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 the 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 Participants:

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 participating in covered transactions 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

This provision is 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 its bid or proposal that the participant 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 AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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 the participant 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, the participant 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 one 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 provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. 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.
APPENDIX B

PREVAILING WAGE RATES

- Federal Wage Determinations for Highway Construction
- Washington State Prevailing Wage – Yakima County
  - Benefit Code Key
  - Supplemental to Wage Rates
General Decision Number: WA140001 06/06/2014 WA1

Superseded General Decision Number: WA20130001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

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

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CARP0001-008 06/01/2013

Rates Fringes

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

GROUP 1:..................$ 30.66  12.87
GROUP 2:..................$ 31.56  12.87
GROUP 3:..................$ 31.64  12.87
GROUP 4:..................$ 31.64  12.87
GROUP 5:..................$ 62.58  12.87
GROUP 6:..................$ 30.29  12.87
GROUP 7:..................$ 31.29  12.87
GROUP 8:..................$ 28.54  12.87
GROUP 9:..................$ 30.29  12.87
SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS
AND WHITMAN COUNTIES

GROUP 1: $ 30.66 12.87
GROUP 2: $ 31.56 12.87
GROUP 3: $ 31.64 12.87
GROUP 4: $ 31.64 12.87
GROUP 5: $ 70.78 12.87
GROUP 6: $ 32.64 12.87
GROUP 7: $ 35.39 12.87
GROUP 8: $ 34.39 12.87
GROUP 9: $ 34.39 12.87

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter
GROUP 2: Millwright, machine erector
GROUP 3: Filedriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material on all piling
GROUP 4: Bridge carpenters
GROUP 5: Diver Wet
GROUP 6: Diver Tender, Manifold Operator, ROV Operator
GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator
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/MILLRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILE DRIVER: 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.

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
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:

Rates Fringes

Carpenters:
- CARPENTERS .................. $32.04 14.18
- DIVERS TENDERS .............. $36.34 14.18
- DIVERS ....................... $77.08 14.18
- DRYWALL ...................... $27.56 14.18
- MILLWRIGHTS ................. $32.19 14.18
- PILEDRIVERS ................. $33.04 14.18

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
Carpenters:

CENTRAL WASHINGTON:
CHelan, douGlas (west of
the 120th meridian),
Kittitas, okanogan (west
of the 120th meridian) and
Yakima counties

Carpenters on Creosote

Material $25.93 12.60
Carpenters $25.83 12.60
Divers Tender $39.15 12.60
Divers $87.20 12.60

MILLwright and machine

Erectors $37.07 12.60
Piledriver, Driving,
Pulling, Cutting, Placing
Collars, Setting, Welding
Or Creosote treated

Material, all Piling $36.22 12.60

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

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

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

Zone Pay:
0-25 radius miles Free
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 07/07/2012

Rates Fringes

Carpenters:

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

BRIDGE CARPENTERS..............$ 35.39 13.60
CARPENTERS ON CREOSOTE
MATERIAL..........................$ 35.49 13.60
CARPENTERS........................$ 35.39 13.60
DIVERS TENDER.....................$ 39.15 13.60
DIVERS.............................$ 87.20 13.60
MILLRIGHT AND MACHINE
ERECTORS.........................$ 36.39 13.60
PILEDRIVER, DRIVING,
PULLING, CUTTING, PLACING
COLLARS, SETTING, WELDING
OR CREOSOTE TREATED
MATERIAL, ALL PILING............$ 35.59 13.60

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

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

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Renton Shelton Yakima
Aberdeen-Hoquiam Tacoma Wenatchee
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Zone Pay:
0 - 25 radius miles Free
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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

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>CABLE SPICER $46.87</td>
<td>3%+15.96</td>
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<tr>
<td>ELECTRICIAN $42.61</td>
<td>3%+15.96</td>
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CLARK, KLiCKITAT AND SKAMANIA COUNTIES

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<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>CABLE SPICER $42.63</td>
<td>19.11</td>
</tr>
<tr>
<td>ELECTRICIAN $38.75</td>
<td>19.11</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.

Cowlitz and Wahkiakum County

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>CABLE SPICER $42.63</td>
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<tr>
<td>ELECTRICIAN $38.75</td>
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ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

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WA140001 Modification 8
Federal Wage Determinations for Highway Construction
### GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

<table>
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### ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITITAS, WALLA WALLA, YAKIMA COUNTIES

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### ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

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<td>$42.91</td>
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<tr>
<td>ELECTRICIAN</td>
<td>$39.01</td>
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### CHelan, DOUGLAS, Grant AND OKANOGAN COUNTIES

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<th>Rates</th>
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<td>$39.50</td>
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<tr>
<td>ELECTRICIAN</td>
<td>$35.91</td>
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</tbody>
</table>
CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

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

Zone 1 (0-25 radius miles):

<table>
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<tr>
<th>Power equipment operators:</th>
<th>Rates</th>
<th>Fringes</th>
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<tr>
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<tr>
<td>Group 1AA</td>
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<td>17.39</td>
</tr>
<tr>
<td>Group 1AAA</td>
<td>$39.52</td>
<td>17.39</td>
</tr>
<tr>
<td>Group 1</td>
<td>$37.84</td>
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<tr>
<td>Group 2</td>
<td>$37.35</td>
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<td>Group 3</td>
<td>$36.93</td>
<td>17.39</td>
</tr>
<tr>
<td>Group 4</td>
<td>$34.57</td>
<td>17.39</td>
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</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-rosltec; Truck crane oiler/driver-100 tons and over;
Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments;
A-frame crane over 10 tons; Drill oilers-auger type, truck
or crane mount; Dozers-D-9 and under; Forklift-3000 lbs.
and over with attachments; Horizontal/directional drill
locator; Outside hoists-(elevators and manlifts), air
tuggers, strato tower bucket elevators; Hydralifts/boom
trucks over 10 tons; Loader-elevating type, belt; Motor
patrol grader-nonfinishing; Plant oiler-asphalt, crusher;
Pumps-concrete; Roller, plant mix or multi-lift materials;
Saws-concrete; Scrpers-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 "E" Suit - Base wage rate plus $.50 per hour.

H-4 Class "A" Suit - Base wage rate plus $.75 per hour.

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

BASE POINTS: 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
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Excavator, shovel, backhoes over 3 yards and under 6 yards;
Hard tail end dump articulating off-road equipment 45 yards
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yards; Mucking machine, mole, tunnel, drill and/or shield;
Quad 9, HD 41, D-10; Remote control operator on rubber tired
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track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-
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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
toller/driver-100 tons and over; Truck Mount portable
conveyor; Yo Yo Pay dozer
GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-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 mahine-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. 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.
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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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WA140001  Modification 8
Federal Wage Determinations for Highway Construction
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>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>GROUP 1.............. $ 25.56</td>
<td>12.85</td>
</tr>
<tr>
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<tr>
<td>GROUP 8.............. $ 28.46</td>
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</tbody>
</table>

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

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

Zone 2: Outside 45 mile radius of Spokane, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors
(under 2000 CFM, gas, diesel, or electric power); Deck
Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher,
Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine;
Pumpman; Rollers, all types on subgrade, including seal and
chip coatings (farm type, Case, John Deere & similar, or
Compacting Vibrator), except when pulled by Dozer with
operable blade; Welding Machine; Crane Oiler-Driver (CLD
required) & Cable Tender, Mucking Machine

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydralift & 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, pump-crete, 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 (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Pile driving 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 Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurery 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.

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ENGI0612-012 06/01/2013

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

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

Zone 1 (0-25 radius miles):

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1A: $ 37.39</td>
<td>16.65</td>
</tr>
<tr>
<td>Group 1AA: $ 37.96</td>
<td>16.65</td>
</tr>
<tr>
<td>Group 1AAA: $ 38.52</td>
<td>16.65</td>
</tr>
<tr>
<td>Group 1: $ 36.84</td>
<td>16.65</td>
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<tr>
<td>Group 2: $ 36.35</td>
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<td>Group 3: $ 35.93</td>
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</tr>
<tr>
<td>Group 4: $ 33.57</td>
<td>16.65</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: CENTRALIA, OLYMPIA, TACOMA

WA140001  Modification 8
Federal Wage Determinations for Highway Construction
POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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, Barber 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, Class "D" Suit - Base wage rate plus $.50 per hour.
H-2 Class "C" Suit - Base wage rate plus $1.00 per hour.
H-3 Class "B" Suit - Base wage rate plus $1.50 per hour.
H-4 Class "A" Suit - Base wage rate plus $2.00 per hour.
CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Power equipment operators: (See Footnote A)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$ 38.25</td>
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<tr>
<td>GROUP 1A</td>
<td>$ 40.16</td>
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<td>GROUP 5</td>
<td>$ 33.43</td>
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<tr>
<td>GROUP 6</td>
<td>$ 30.34</td>
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</tbody>
</table>

Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00
For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

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

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

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

For the following cities: ALEBANY; 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, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell, operator 5 cu. yds and over; TRENCHING MACHINE: Wheel Excavator, under 750 cu. yds. per hour (Grade Oilier required); Canal Trimmer (Grade Oilier required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);
GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type); Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engine; Jack Operator, elevating barges, Barge Operator, self-unloading; Filedriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface
Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR:
Robotic Hydraulic backhoe operator, track and wheel type up
to and including 20,000 lbs. with any or all attachments;
Excavator Operator over 20,000 lbs through 80,000 lbs.;
LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders
Operator, front end and overhead, 25,000 lbs and less than
60,000 lbs; Elevating Grader Operator by Tractor operator,
Sierra, Euclid or similar types; PILEDRIVERS: Hammer
Operator; Piledriver Operator (not crane type); PIPELINE,
SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping
Machine Operator; Pipe Bending Machine Operator; Pipe
Wrapping Machine Operator; Boring Machine Operator; Back
Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning
Decontamination Machine Operator; Ultra High Pressure Water
Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting
Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel
Electric Engineer (Plant or Floating); Bolt Threading
Machine operator; Drill Doctor (Bit Grinder); H.D.
Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPPERS:
Rubber-tired Scraper Operator, single engine, single
scraper; Self-loading, paddle wheel, auger type under 15
cu. yds.; Rubber-tired Scraper Operator, twin engine;
Rubber-tired Scraper Operator, with push-ull attachments;
Self Loading, paddle wheel, auger type 15 cu. yds. and
over, single engine; Water pulls, water wagons; SHOVEL,
DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric
Engineer; Stationary Drag Scraper Operator; Shovel,
Dragline, Clamshell, Operator under 3 cu yds.; Grade-all
Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders,
Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor
operator, rubber-tired, over 50 hp flywheel; Tractor
operator, with boom attachment; Rubber-tired dozers and
pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box;
TRENCHING MACHINE: Trenching Machine operator, digging
capacity over 3 ft depth; Back filling machine operator;
TUNNEL: Mucking machine operator
GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrat operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berrn, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs. pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber- tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or similar types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULERS: Cat wagon DJBs Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chip Spreading machine operator; Lime spreading operator, construction job silder; 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 Oilier; 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 Oilier, 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: Oilier; Fireman, all equipment; Truck Crane Oilier Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oilier; Crusher Feeder man; CRUSHER: Crusher oilier; Crusher feeder man; DRILLING: Drill Tender; Auger Oilier; 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: Oilier; Auger Oilier; Oilier, combination guardrail machines; Guardrail Punch Oilier; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oilier; Guardrail Punch Oilier; Truck Crane Oilier- Driver; Auger Oilier; Grade Oilier, 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; Oilier; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oilier, Grade Oilier (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: Oilier; Grade Oilier; TUNNEL: Conveyor operator; Air filtration equipment operator
<table>
<thead>
<tr>
<th>County Details</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES</td>
<td>$ 31.60</td>
<td>21.35</td>
</tr>
<tr>
<td>CLARK, COWLITZ, KLIKITTAT, PACIFIC, SKAMANIA, AND WAHKAUKUM COUNTIES</td>
<td>$ 34.12</td>
<td>21.35</td>
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<tr>
<td>YAKIMA, KITTITAS AND CHELAN COUNTIES</td>
<td>$ 31.60</td>
<td>21.35</td>
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<tr>
<td>CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES</td>
<td>$ 38.14</td>
<td>21.35</td>
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</tbody>
</table>
ZONE 1:

Rates Fringes

Laborers:

CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHΚIAKUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

GROUP 1..........................$ 22.19 9.85
GROUP 2..........................$ 25.41 9.85
GROUP 3..........................$ 31.76 9.85
GROUP 4..........................$ 32.53 9.85
GROUP 5..........................$ 33.06 9.85

CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITITAS AND YAKIMA COUNTIES

GROUP 1..........................$ 18.73 9.85
GROUP 2..........................$ 21.47 9.85
GROUP 3..........................$ 23.91 9.85
GROUP 4..........................$ 24.08 9.85
GROUP 5..........................$ 24.49 9.85

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: uses a chemical "splash suit" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

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

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).
PASCO AREA: ADAMS, BENTON, COLUMBIA, DOUGLAS (East of 120th Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE, STEVENS & WHITMAN COUNTIES

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<td>LABORER (PASCO)</td>
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<td>GROUP 1</td>
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LABORER (SPOKANE)

<table>
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<tr>
<td>GROUP 1</td>
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<td>$24.34</td>
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<td>GROUP 5</td>
<td>$24.62</td>
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</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.
LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stackor; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper, Riprap Man; Sandblast Tailhooseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhooseman (water nozzle); Timber Bucker and Fallor (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 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; Asphalt Raker; 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, collarmen, 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)

LAB00238-006 06/01/2013

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>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hod Carrier</td>
<td>$ 24.10</td>
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</tbody>
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LAB00335-001 06/01/2013

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>
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</thead>
<tbody>
<tr>
<td>Laborers:</td>
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<tr>
<td>ZONE 1:</td>
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<td>$ 28.65</td>
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<td>GROUP 2</td>
<td>$ 29.25</td>
</tr>
<tr>
<td>GROUP 3</td>
<td>$ 29.69</td>
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<tr>
<td>GROUP 4</td>
<td>$ 30.07</td>
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<td>GROUP 5</td>
<td>$ 26.15</td>
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<td>$ 23.73</td>
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<tr>
<td>GROUP 7</td>
<td>$ 20.53</td>
</tr>
</tbody>
</table>

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
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: GOLDENDEALE, LONGVIEW, AND VANCOUVER

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

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flatbarker 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; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)
GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzlemen; High Scorers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, baring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tamper, 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

| LAB00335-019 09/01/2013 | | |
|-------------------------|----------------|
| Rates | Fringes |
| Hod Carrier..................$ 30.47 | 10.05 |

| PAIN00005-002 07/01/2013 | | |
|--------------------------|----------------|
| Rates | Fringes |
| STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES |
| Painters: | |
| STRIPERS......................$ 28.00 | 14.33 |

| PAIN00005-004 03/01/2009 | | |
|--------------------------|----------------|
| Rates | Fringes |
| CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES |
| PAINTER......................$ 20.82 | 7.44 |

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
| Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting | $26.79 | 10.41 |
| Over 30'/Swing Stage Work | $22.20 | 7.98 |
| Brush, Roller, Striping, Steam-cleaning and Spray | $21.69 | 10.41 |
| Lead Abatement, Asbestos Abatement | $21.50 | 7.98 |

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

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| CLARK, COWLITZ, Klickitat, Pacific, Skamania, and Wahkiakum Counties |
| Rates | Fringes |
| Brush & Roller | $21.01 | 9.06 |
| High work - All work 60 ft. or higher | $21.76 | 9.06 |
| Spray and Sandblasting | $21.61 | 9.06 |

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| CLARK, Cowlitz, Klickitat, SKAMANIA and WAHKIAKUM COUNTIES |
| Rates | Fringes |
| HIGHWAY & PARKING LOT STRIPER | $33.41 | 10.36 |

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER
ZONE 1............................$ 26.01 12.14

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

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

* PLAS0528-001 06/01/2014

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

Rates Fringes

Cement Masons:
CEMENT MASON.....................$ 37.43 14.95
COMPOSITION, TROWEL
MACHINE, GRINDER, POWER
TOOLS, GUNNITE NOZZLE.........$ 37.43 14.95
TROWLING MACHINE OPERATOR
ON COMPOSITION..................$ 37.93 14.95

* PLAS0555-002 06/01/2014

CLARK, Klickitat, and Skamania Counties

ZONE 1:

Rates Fringes

Cement Masons:
CEMENT MASONs DOING BOTH
COMPOSITION/POWER
MACHINERY AND
SUSPENDED/HANGING SCAFFOLD..$ 30.58 17.76
CEMENT MASONs ON
SUSPENDED, SWINGING AND/OR
HANGING SCAFFOLD...............$ 30.58 17.76
CEMENT MASONs.................$ 29.98 17.76
COMPOSITION WORKERS AND
POWER MACHINERY OPERATORS...$ 31.18 17.76

WA140001  Modification 8
Federal Wage Determinations for Highway Construction
Zone Differential (Add To Zone 1 Rates):
Zone 2 - 0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

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

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

TEAM0037-002 06/01/2013

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>Truck drivers:</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
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<td>13.75</td>
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Zone Differential (Add to Zone 1 Rates):
Zone 2 - 0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: 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.

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations 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 trucs: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

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

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

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

TEAM0174-001 01/01/2014

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

<table>
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<tr>
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<tbody>
<tr>
<td>ZONE A:</td>
</tr>
<tr>
<td>GROUP 1: .......................$ 32.18</td>
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<tr>
<td>GROUP 2: .......................$ 31.34</td>
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<td>GROUP 3: .......................$ 28.53</td>
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<td>GROUP 4: .......................$ 23.56</td>
</tr>
<tr>
<td>GROUP 5: .......................$ 31.73</td>
</tr>
</tbody>
</table>

ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.
ZONE C (over 45 miles from 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:

BELLINGHAM CENTRALIA RAYMOND OLYMPIA
EVERETT SHELTON ANACORTES BELLEVUE
SEATTLE FORT ANGELES MT. VERNON KENT
TACOMA FORT TOWNSEND ABERDEEN BREMERTON

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, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity; Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
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, Turnhorockers, Tournowagon, Turnotrailers, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

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

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

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WA140001 Modification 8
Federal Wage Determinations for Highway Construction
Rates Fringes

Truck drivers: (AREA 1:
SPokane ZONe CeNTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla and Yakima Counties

AREA 1:
GROUP 1..............................$20.17 15.19
GROUP 2..............................$22.44 15.19
GROUP 3..............................$22.94 15.19
GROUP 4..............................$23.27 15.19
GROUP 5..............................$23.38 15.19
GROUP 6..............................$23.55 15.19
GROUP 7..............................$24.08 15.19
GROUP 8..............................$24.44 15.19

AREA 2:
GROUP 1..............................$21.77 15.19
GROUP 2..............................$24.31 15.19
GROUP 3..............................$24.42 15.19
GROUP 4..............................$24.75 15.19
GROUP 5..............................$24.86 15.19
GROUP 6..............................$25.02 15.19
GROUP 7..............................$25.56 15.19
GROUP 8..............................$25.88 15.19

Zone Differential (Add to Zone 1 rate: Zone 2 + $2.00)

BASE POINTS: Spokane, 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)

WA140001 Modification 8
Federal Wage Determinations for Highway Construction
GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumpster (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: Dumpster (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 6 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 6 including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001-14,000 gallons); Lowboy (over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to 6 including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

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

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

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Federal Wage Determinations for Highway Construction
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 $1.15/hour over applicable truck rate

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

WELDERS - Receive rate prescribed for craft performing operation in which welding is incidental.

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

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Federal Wage Determinations for Highway Construction
Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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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

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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
State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

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

Journey Level Prevailing Wage Rates for the Effective Date: 6/7/2014

<table>
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<tr>
<th>County</th>
<th>Trade</th>
<th>Job Classification</th>
<th>Wage</th>
<th>Holiday</th>
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6/7/2014
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<td>Concrete Pump: Truck Mount With Boom Attachment Over 42 M</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Concrete Finish Machine -laser Screed</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Up To 42m</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Conveyors</td>
<td>$52.58</td>
<td>7A</td>
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<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Cranes: 20 Tons Through 44 Tons With Attachments</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Cranes: 100 Tons Through 199 Tons, Or 150’ Of Boom (Including Jib With Attachments)</td>
<td>$54.04</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
</tr>
<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Cranes: 200 Tons To 300 Tons, Or 250’ Of Boom (including Jib With Attachments)</td>
<td>$54.61</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Cranes: 45 Tons Through 99 Tons, Under 150’ Of Boom (including Jib With Attachments)</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Cranes: A-frame - 10 Tons And Under</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Cranes: Friction 100 Tons Through 199 Tons</td>
<td>$54.61</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Cranes: Friction Over 200 Tons</td>
<td>$55.17</td>
<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Cranes: Over 300 Tons Or 300’ Of Boom (including Jib With Attachments)</td>
<td>$55.17</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Crusher</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Deck Engineer/deck Winches (power)</td>
<td>$53.00</td>
<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Derricks, On Building Work</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Dozers D-9 &amp; Under</td>
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<td>7A</td>
<td>3C</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Drill Oilers: Auger Type, Truck Or Crane Mount</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Drilling Machine</td>
<td>$53.00</td>
<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Elevator And Man-lift: Permanent And Shaft Type</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Finishing Machine, Bidwell And Gamaco &amp; Similar Equipment</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Forklift: 3000 Lbs And Over With Attachments</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
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<tr>
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<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Forklifts: Under 3000 Lbs. With Attachments</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Grade Engineer: Using Blue Prints, Cut Sheets, Etc</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
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<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Gradechecker/stakeman</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Guardrail Punch</td>
<td>$53.00</td>
<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. &amp; Over</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Horizontal/directional Drill Locator</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Horizontal/directional Drill Operator</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Hydralifts boom Trucks Over 10 Tons</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Hydralifts/boom Trucks, 10 Tons And Under</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Loader, Overhead 8 Yards. &amp; Over</td>
<td>$54.04</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Loader, Overhead, 6 Yards. But Not Including 8 Yards</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Loaders, Overhead Under 6 Yards</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Loaders, Plant Feed</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Loaders: Elevating Type Belt</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water</td>
<td>Locomotives, All</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Location</td>
<td>Description</td>
<td>Rate (USD)</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Material Transfer Device</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)</td>
<td>$54.04</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Motor Patrol Grader - Non-finishing</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Motor Patrol Graders, Finishing</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Outside Holts (elevators And Manlifts), Air Tuggers,strato</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Overhead, Bridge Type Crane: 20 Tons Through 44 Tons</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Overhead, Bridge Type: 100 Tons And Over</td>
<td>$54.04</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Overhead, Bridge Type: 45 Tons Through 99 Tons</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Pavement Breaker</td>
<td>$50.22</td>
<td>7A</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Pile Driver (other Than Crane Mount)</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Plant Oilier - Asphalt, Crusher</td>
<td>$52.58</td>
<td>7A</td>
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<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Posthole Digger, Mechanical</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Power Plant</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Pumps - Water</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Quad 9, Hd 41, D10 And Over</td>
<td>$53.49</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Quick Tower - No Cab, Under 100 Feet In Height Based To Boom</td>
<td>$50.22</td>
<td>7A</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Remote Control Operator On Rubber Tired Earth Moving Equipment</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Rigger And Bellman</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Rollagon</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Roller, Other Than Plant Mix</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators-Underground Sewer &amp; Water - Roller, Plant Mix Or Multi-lift</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Service</td>
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<tr>
<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Roto-mill, Roto-grinder</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Saws - Concrete</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Scraper, Self Propelled Under 45 Yards</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Scrapers - Concrete &amp; Carry All</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<tr>
<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Scrapers, Self-propelled: 45 Yards &amp; Over</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Service Engineers - Equipment</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Shotcrete/guniting Equipment</td>
<td>$50.22</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons</td>
<td>$52.58</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons</td>
<td>$53.00</td>
<td>7A</td>
<td>3C</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons</td>
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<td>7A</td>
<td>3C</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Shovel, Excavator, Backhoe: Over 90 Metric Tons</td>
<td>$54.61</td>
<td>7A</td>
<td>3C</td>
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<tr>
<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Slipform Pavers</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
<td>8P</td>
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<td>Yakima Power Equipment Operators- Underground Sewer &amp; Water</td>
<td>Spreader, Topsider &amp; Screedman</td>
<td>$53.49</td>
<td>7A</td>
<td>3C</td>
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Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

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

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

   C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   D. The first two (2) hours before or after a five-eight (5 8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

   G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   I. All hours worked on Sundays and holidays shall also 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.

   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.
1. 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.

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 hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

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

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

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

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.
Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

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.

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

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

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

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

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

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

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

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

W. 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. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

3.

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. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

B. 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, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

3. C. 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 one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. 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.

D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am 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.

E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. 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 work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. 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.

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

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

**Holiday Codes**


 Benefit Code Key – Effective 3-5-2014 thru 8-30-2014


Holiday Codes Continued


Benefit Code Key – Effective 3-5-2014 thru 8-30-2014


Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holidays Codes Continued


B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday After Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday After Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.


E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday After Thanksgiving Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday After Thanksgiving Day, the last working day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.


H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday After Thanksgiving Day, the Last Working Day Before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day 10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.


Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

S. 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). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
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.

Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

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T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
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>
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<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>
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<td>X</td>
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<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>8. Anchor Bolts &amp; Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11. Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..</td>
<td>X</td>
<td></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>X</td>
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<tr>
<td>15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.</td>
<td>X</td>
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<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>17. Precast Concrete Inlet - with adjustment sections, See Std. Plans</td>
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<td>X</td>
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<tr>
<td>18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.</td>
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<td>X</td>
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<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>
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<tr>
<td>23. Valve Vault - For use with underground utilities. See Contract Plans for details.</td>
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<td>X</td>
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<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>
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<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.</td>
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<td>X</td>
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<tr>
<td>28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast</td>
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<td>X</td>
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<tr>
<td>Prestressed Girder for use in structures. Fabricator plant has annual</td>
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<tr>
<td>approval of methods and materials to be used. Shop Drawing to be</td>
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<td>provided for approval prior to casting girders.</td>
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<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
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<tr>
<td>29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for</td>
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<td>X</td>
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<tr>
<td>use in structures. Fabricator plant has annual approval of methods and</td>
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<td>materials to be used. Shop Drawing to be provided for approval prior to</td>
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<td>casting girders.</td>
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<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
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<tr>
<td>30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in</td>
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<td>structures. Fabricator plant has annual approval of methods and materials</td>
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<tr>
<td>to be used. Shop Drawing to be provided for approval prior to casting</td>
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<td>girders.</td>
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<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
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<tr>
<td>31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core</td>
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<td>X</td>
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<tr>
<td>slab for use in structures. Fabricator plant has annual approval of</td>
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<td>methods and materials to be used. Shop Drawing to be provided for</td>
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<td>approval prior to casting girders.</td>
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<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
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<tr>
<td>32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in</td>
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<td>X</td>
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<tr>
<td>structures. Fabricator plant has annual approval of methods and materials</td>
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<tr>
<td>to be used. Shop Drawing to be provided for approval prior to casting</td>
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<td>girders.</td>
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<tr>
<td>See Std. Spec. Section 6-02.3(25)A</td>
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<tr>
<td>33. Monument Case and Cover</td>
<td></td>
<td>X</td>
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<tr>
<td>See Std. Plan.</td>
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<tr>
<td>ITEM DESCRIPTION</td>
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</tr>
<tr>
<td>34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>ITEM DESCRIPTION</td>
<td>YES</td>
<td>NO</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
</tr>
<tr>
<td>42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the</td>
<td></td>
<td></td>
</tr>
<tr>
<td>sources of the following materials must be submitted and approved for</td>
<td></td>
<td></td>
</tr>
<tr>
<td>reflective sheeting, legend material, and aluminum sheeting.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NOTE: *** Fabrication inspection required. Only signs tagged &quot;Fabrication</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Approved&quot; by WSDOT Sign Fabrication Inspector to be installed</td>
<td></td>
<td></td>
</tr>
<tr>
<td></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></td>
<td></td>
<td></td>
</tr>
<tr>
<td>45. Aggregates/Concrete mixes</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46. Asphalt</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<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>
</tbody>
</table>

Supplemental to Wage Rates
03/05/2014 Edition, Published February 5th, 2013
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>53. Fencing materials</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>54. Guide Posts</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>55. Traffic Buttons</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>56. Epoxy</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>57. Cribbing</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>58. Water distribution materials</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>59. Steel &quot;H&quot; piles</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>60. Steel pipe for concrete pile casings</td>
<td></td>
<td>X</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>
</tr>
</tbody>
</table>

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW 39.12.010

(The definition of "locally" in RCW 39.12.010(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.)
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.

- Building Service Employees
- 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.

Supplemental to Wage Rates
03/05/2014 Edition, Published February 5th, 2013
Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

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

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

(a) They deliver or discharge any of the above-listed materials to a public works project site:
   
   (i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or
   
   (ii) At multiple points at the project; or

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

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

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

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

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

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

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

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

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

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

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

TESC
TEMPORARY EROSION
and
SEDIMENT CONTROL
PLAN
TESSC
TEMPORARY EROSION and SEDIMENT CONTROL PLAN

- NARRATIVE -

Pioneer Way Bridge No. 70
Bridge Replacement Project
County Project No. C 3486
Federal Aid Project No. BROS-9939(022)
Yakima County Public Services Project

(Planned for Summer of 2014)
TESC Element 1: Mark Clearing Limits
Risk Analysis: Low risk except at banks. Banks are covered by TESC Element 6.

BMPs Identified: High visibility fence – Small area - Use silt fence in lieu of high visibility fence to avoid specialized small quantity procurement. Only required if clearing is more than 5 feet from finished roadway.

GSP’s: n/a
Special Provisions: n/a

TESC Element 2: Establish Construction Access
Risk Analysis: n/a – Entrance via closed roadway surface

BMPs Identified: n/a

GSP’s: n/a
Special Provisions: n/a

TESC Element 3: Control Flow Rates
Risk Analysis: n/a

BMPs Identified: n/a

GSP’s: n/a
Special Provisions: n/a

TESC Element 4: Install Sediment Controls
Risk Analysis: High risk of soil transport into creek if significant rain event occurs during construction on unprotected banks.

BMPs Identified: Silt Fence.

GSP’s: 8-01.3(1)
Special Provisions: n/a
TESC Element 5: Stabilize Soils
Risk Analysis: High risk during construction – Low risk after completed
BMPs Identified: n/a
GSP’s: n/a
Special Provisions: n/a

TESC Element 6: Protect Slopes
Risk Analysis: High risk of soil transport if significant rain event occurs during construction on unprotected banks.
BMPs Identified: Silt Fence under Element 4
GSP’s: n/a
Special Provisions: n/a

TESC Element 7: Protect Drain Inlets
Risk Analysis: n/a
BMPs Identified: n/a
GSP’s: n/a
Special Provisions: n/a

TESC Element 8: Stabilize Channels and Outlets
Risk Analysis: High risk during construction – Low risk after completed
BMPs Identified: n/a
GSP’s: n/a
Special Provisions: n/a
TESC Element 9: Control Pollutants  [1-07.15(1)]
Risk Analysis: Very Low Risk with reasonable care taken – only accidental pollutants possible – SPCC will address these.

BMPs Identified: SPCC Plan required
GSP’s: n/a
Special Provisions: n/a

TESC Element 10: Control Dewatering  [8-01.3(1)]
Risk Analysis: Risk will be mitigated using NOAA/NMFS and WDFW protocol

BMPs Identified: n/a
GSP’s: n/a
Special Provisions: n/a

TESC Element 11: Maintain BMPs  [8-01.3(15)]
Risk Analysis: Low Risk – easy to maintain BMP’s

BMPs Identified: n/a
GSP’s: n/a
Special Provisions: n/a

TESC Element 12: Manage the Project  [1-07.5(2); 8-01.3(1)B]
Risk Analysis: Low Risk – easy to maintain BMP’s

BMPs Identified: ESC Lead to monitor
GSP’s: n/a
Special Provisions: n/a
APPENDIX D

GEOTECHNICAL REPORT AND BORING LOGS
March 15, 2004

Anderson Perry & Associates, Inc.
214 E. Birch
P.O. Box 1687
Walla Walla, WA 99362-0032

Attn: Mr. Eric Zitterkopf, P.E.

RE: GEOTECHNICAL ENGINEERING STUDY; PIONEER WAY #70 BRIDGE REPLACEMENT; YAKIMA COUNTY, WASHINGTON

This report presents the results of the geotechnical study conducted by Shannon & Wilson, Inc. for the proposed Pioneer Way #70 Bridge replacement project in Yakima County, Washington. The work was conducted in general accordance with the subconsultant agreement dated January 19, 2004.

We appreciate the opportunity to work with you on this project. Should you have comments or questions regarding this report, please feel free to contact us.

Sincerely,

SHANNON & WILSON, INC.

[Signature]
Dee J. Burrie, P. E.
Branch Manager

LJR:DJB/ljr

303 WELLSIAN WAY - P.O. BOX 957
RICHLAND, WASHINGTON 99352
509-948-6300  FAX 509-948-6360
TDD: 1-800-833-6363
www.shannonwilson.com
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2 Site and Exploration Plan
3 Ultimate Pile Capacity B-1
4 Ultimate Pile Capacity B-2

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APPENDIX A EXPLORATORY BORINGS LOGS

APPENDIX B IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT
1.0 INTRODUCTION AND SCOPE OF WORK

Shannon & Wilson, Inc. is pleased to present this geotechnical engineering report for the proposed Pioneer Way #70 Bridge replacement in Yakima County, Washington. Our scope of work included drilling two exploratory soil borings at the site to characterize the subsurface soil and groundwater conditions; performing engineering analyses for foundation design and construction; and preparing this report. The report discusses our field explorations, engineering analyses, and recommendations for design and construction of the proposed structure.

2.0 SITE AND PROJECT DESCRIPTION

The bridge is located along the line between Section 32 and 33, T14N, R17E, approximately 1 mile southwest of Cowiche, Washington (Figure 1). The existing single span, concrete slab structure crosses the South Fork of Cowiche Creek. The approximately 30-foot long span crosses the creek at an angle. As a result, the creek created scour at the southwest abutment. During our field investigation, the creek was approximately 8-inches deep and 8 feet below the bridge deck.

We understand that the proposed replacement structure will be an approximately 70-foot long span with 700 kip abutment loads. Site grades will remain near the existing grades.

3.0 FIELD EXPLORATIONS

The field exploration program consisted of two exploratory borings drilled on February 4, 2004. Environmental West Exploration (EWE) of Spokane, Washington drilled the borings under subcontract to Shannon & Wilson, Inc. using a truck-mounted, Schramm T301E drill rig. EWE advanced the borings to 50 and 55 feet using air rotary methods.

A geotechnical engineer from Shannon & Wilson coordinated and observed the drilling, collected representative soil samples, and prepared field logs of the borings. The boring logs are presented in Appendix A. The boring locations are shown on the Site and Exploration Plan (Figure 2).
Disturbed samples were obtained at 5-foot intervals using the Standard Penetration Test (ASTM D 1586) method. The Standard Penetration Test (SPT) consists of driving a 2-inch outside diameter split-spoon sampler 18 inches into the soil beneath the casing with a 140-pound hammer, free-falling 30 inches. The number of blows required to advance the split-spoon through each 6-inch increment is recorded. The SPT resistance, or N-value, is defined as the number of blows required to drive the sampler from 6 to 18 inches below the casing. The SPT N-value is reported as the number of blows per one foot of penetration. When 50 blows were required for 6 inches or less of penetration, the test was stopped, and the number of blows with the corresponding penetration were recorded. The SPT N-value provides an indication of the relative density or consistency of the soil and is plotted on the boring logs located in Appendix A.

The SPT N-values provide a means for evaluating the relative density or compactness of cohesionless (granular) soils and the relative consistency or stiffness of cohesive (fine-grained) soils. The terminology used to describe the relative density or compactness of the soils is listed in the following table.

<table>
<thead>
<tr>
<th>SOIL DENSITY AND CONSISTENCY TERMINOLOGY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohesionless (granular) Soils</td>
</tr>
<tr>
<td>Relative Density</td>
</tr>
<tr>
<td>Very Loose</td>
</tr>
<tr>
<td>Loose</td>
</tr>
<tr>
<td>Medium Dense</td>
</tr>
<tr>
<td>Dense</td>
</tr>
<tr>
<td>Very Dense</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

The locations of the strata boundaries were estimated in the field based on the drilling progress and the SPT samples. The subsurface conditions are known only at the boring locations on the date explored and should be considered approximate. Actual subsurface conditions may vary between borings.

4.0 SUBSURFACE CONDITIONS

The borings encountered an approximately 12-inch thick pavement section (asphalt concrete on base rock) overlying 2 to 3 feet of loose to medium-dense sandy gravel fill. Alternating beds of silt, sand, gravel, and clay underlie the near surface fill soils. The SPT blow counts indicated that the silt, sand, and gravel are generally dense to very dense. In our opinion, some of the SPT blow
counts are artificial high as a result of the sampler driving on cobbles. The clay layers are very stiff to hard. In boring B-1, approximately 4 feet of medium-dense silty sand underlies the fill. Please refer to the boring logs in Appendix A for specific layer thickness and descriptions.

The borings encountered groundwater 12 feet below the ground surface.

5.0 CONCLUSIONS AND RECOMMENDATIONS

Silt, sand, gravel, and clay deposits underlie the bridge site. Based on drill action and sample recovery, we estimate that the gravel located 4 to 7 feet below the existing road grade is not as dense as indicated by the SPT results. We anticipate that the gravel is medium-dense. Therefore, we recommend against constructing the bridge on conventional foundations. We recommend supporting the bridge on H-piles driven to capacity in the underlying soils. Our engineering analyses included evaluating pile capacity versus depth, seismic design, and other geotechnical issues. The following sections present our engineering analyses and recommendations related to these items.

5.1 Driven Piles

Shannon & Wilson, Inc. developed soil models for subsurface conditions at the two abutments using the boring log information. We estimated pile capacities versus depth for HP14x89 piles under static loading conditions using the Nordlund Method for cohesionless soils. We can evaluate other pile sizes if desired. The designer should use the results carefully, realizing that the capacities are estimates and that subsurface conditions and soil density can vary from the conditions encountered at our borings.

Our pile capacity analysis versus depth for 14x89 H-piles at the two boring locations are present on Figures 3 and 4. Uplift resistance is presented as Friction Resistance. We recommend a minimum tip elevation 12 feet below the channel bottom or deeper if required by scour considerations, and a minimum 3 pile diameter, center-to-center spacing. In addition, we recommend driving the piles with tips to protect the piles from damage.

The ultimate pile load equals the sum of the live load and dead load multiplied by a safety factor. We recommend a 3.0 safety factor. The safety factor can be reduced if a wave equation analysis is performed. Because overburden thickness, density, groundwater elevation, and our choice of soil parameters could vary, pile order lengths should arbitrarily add at least 5 feet to the estimated lengths.
Long-term erosion and scour could result in loss of lateral support to a slender driven pile. Protection such as riprap should be installed to reduce the potential for loss of vertical and lateral support to the piling.

Assuming that our recommendations for driven piles are followed, we estimate total settlement less than 1/2 inch. Most of the settlement will occur as the load is applied to the foundations.

5.2 Resistance to Lateral Loads

Resistance to lateral loads is a complex soil-structure interaction problem that takes into account the stiffness of the pile and the varying resistance of the soil as the pile deflects laterally. Lateral loads acting on the structure that result from seismic, wind, and other loading may be resisted by the passive earth pressure against the pile caps. The frictional resistance developed between the sides of the pile caps and surrounding soils, and the lateral resistance provided by the piles may also provide resistance to lateral loads. However, because of the sloping backfill on the channel side of the abutment pile caps, we recommend neglecting the passive earth pressures on the channel side of the pile caps in the lateral load design analysis.

Passive earth pressure may be included to provide resistance to the pile cap side away from and parallel to the channel. Under static conditions, an equivalent fluid pressure of 350 pounds per cubic foot (pcf), plus appropriate factors of safety, may be used to calculate the lateral resistance.

Once lateral loads are determined, additional analyses are required to evaluate the lateral resistance of the piles. The computer program LPILEPLUS (Reese and Wang, 1998) may be used to calculate the magnitude of deflection, moment, and shear along the pile.

5.3 Erosion Protection

We recommend placing erosion protection on the bank in front of the abutments and around any interior bents. The erosion protection should consist of a 12-inch thick sand and gravel filter or a geotextile filter covered with a minimum 2-foot riprap layer. The riprap must meet the requirements of WSDOT Specification 9-13.1(1) “Heavy, Loose Riprap” or gabion revetment. The riprap should extend at least 10 feet upstream and downstream of the abutment edge or pile group.

5.4 Abutment Walls

Lateral earth pressures will act on the abutment walls. These earth pressures will consist primarily of static earth pressures, although compactive earth pressures and some dynamic loading may also impact the substructure. Based on our experience with bridge structures, we recommend using an
at-rest earth pressure represented by an equivalent 55 pounds per cubic foot (pcf) fluid weight to design the bridge substructure. The recommended lateral earth pressure is for a level (horizontal) backfill and assumes no hydrostatic pressures or surcharge loads.

Backfill should consist of sand or gravel materials meeting the requirements of WSDOT Specification 9-03.12(1)B. In our opinion, the materials encountered at the site are not suitable for backfill. Imported granular material should be used for backfill. Backfill should be moisture conditioned to ±2 percent of the optimum moisture content, placed in maximum 8-inch thick loose lifts, and compacted to a minimum 95 percent of the maximum laboratory dry density determined by ASTM D 1557.

A free-draining, backfill zone should be provided behind the substructure to prevent the buildup of hydrostatic pressure. Free-draining backfill should conform to the requirements of WSDOT Specification 9.03.12(2), “Gravel Backfill for Walls” and extend the full height of the wing walls. A separation fabric conforming to the requirements of WSDOT Specification 9-33.1, Table 3, “Geotextile for Separation” should be placed between the free-draining backfill and the native soils.

Perforated drain pipe or weep holes should be provided within the free-draining backfill zone at the base of the wing walls. Perforated drainpipe should have a minimum 4-inch diameter and should be placed along the entire length of the wing walls. Discharge from the pipe should be routed away from the structure to reduce erosion potential.

5.5 Earthquake Engineering

U.S. Geological Survey (USGS) Earthquake Hazards Program maps indicate a 0.12g PGA at the site for a 475 year recurrence interval. We recommend using this site PGA for seismic analyses.

Based on our borings and the AASHTO Soil Profile types descriptions, it is our opinion that the soil conditions at the site are most similar to Soil Profile Type II with a 1.2 site factor.

Earthquake induced geologic hazards that may affect a given site include landsliding, fault rupture, settlement, and liquefaction with its associated effects (loss of shear strength, bearing capacity failures, loss of lateral support, ground oscillations, lateral spreading, etc.). The potential for landsliding appears to be low because of the relatively flat topography of the site. Similarly, the potential for fault rupture is also low. The nearest fault identified on the Map Showing Known or Suspected Faults with Quaternary Displacement in the Pacific Northwest (USGS Professional Paper 1560) is approximately 10 kilometers south of the site.
Liquefaction may occur in loose, saturated cohesionless soils when subjected to earthquake ground motions. It is our opinion that the liquefaction potential at the site is low because the site soils are relatively dense.

6.0 CONSTRUCTION CONSIDERATIONS

6.1 Driven Piling Installation

We recommend driving all piles to the required capacity determined by a WAVE Equation Analysis of Pile Driving (WEAP). The WEAP method includes an evaluation of driving stresses so that an appropriate pile-driving hammer size can be selected to obtain the desired pile capacity without damage to the pile. This analysis also determines the ultimate pile capacity for a given driving resistance. We recommend that at least two driven test piles be completed to evaluate the proposed hammer-pile driving system prior to ordering production piles.

The Contractor should furnish the information required on the Pile and Driving Equipment Data Sheet at least seven days in advance of his scheduled pile driving in order to complete the WEAP. The Contractor should furnish the manufacturer's specification and catalog for the proposed hammer. We recommend that an engineer, experienced in pile driving and familiar with the subsurface conditions at the site, be available on a full-time basis to evaluate pile driving records so that timely decisions can be made on acceptance of piling.

Efficient pile driving can be defined as driving the pile to the desired ultimate capacity at a reasonable blow count and as close to the yield strength of the pile material as possible. All piles should be driven to the tip depth needed to achieve the required ultimate capacity and any embedment requirements for scour, uplift, or lateral capacity.

Any interruption in driving more than 30 minutes should be considered a stoppage of continuous driving. The minimum driving resistance criteria should resume after the pile has been driven at least one foot following any stoppage of driving.

We recommend fixed-lead pile driving equipment. The use of hanging or swinging leads is not recommended unless they are constructed so that they can be held in a fixed position during driving operations. Leads should be of sufficient length so that the use of followers will not be necessary.

All pile driving equipment should be designed, constructed, and maintained in a manner suitable for the work to be performed in this project. If, in the opinion of the Engineer, the driving equipment is inadequate or deficient, he may direct that it be removed from the job site. All costs for remobilizing, removing, or replacing such equipment should be at the Contractor's expense.
It is difficult to estimate the energy delivered by diesel hammers. The Saximeter developed by Pile Dynamics, Inc. can be used to record hammer strokes and can provide an estimate of the driving energy of diesel hammers. We recommend using a Saximeter, if the Contractor selects a diesel hammer.

We recommend that a complete driving record be kept for each pile. Each pile record should include the number of blows required for each foot of pile penetration, ram stroke, the type and energy rating of the hammer, and the blows per minute near the estimated penetration depth. Each pile should be clearly marked in 1-foot increments for its full length.

7.0 LIMITATIONS

The analyses, conclusions, and recommendations contained in this report are based upon site conditions as they presently exist, and assume that the exploratory borings are representative of the subsurface conditions under all portions of the proposed structure, i.e. the subsurface conditions are not significantly different from those disclosed by the field explorations.

If subsurface conditions different from those encountered in the field explorations are observed or appear to be present, during construction beneath the excavations or during pile installation, we should be advised at once so that we can review these conditions and reconsider our recommendations, where necessary.

If there is a substantial lapse of time between the submission of this report and the start of construction at the site, or if site conditions have changed (e.g. due to natural forces or construction at the site), we recommend that we review this report to determine the applicability of the conclusions and recommendations concerning the changed conditions.

This report was prepared for the exclusive use of Anderson Perry & Associates and their design team, in the design and construction of the Pioneer Way #70 Bridge project in Yakima County, Washington. It should be made available to prospective contractors and/or the contractor for information on factual data only, and not as a warranty of subsurface conditions included in this report, such as those interpreted from the boring logs and discussions of subsurface conditions.

Unanticipated soil conditions are commonly encountered and cannot be fully determined by merely taking soil samples from test borings. Such unexpected conditions frequently require that additional expenditures be made to attain properly constructed projects. Therefore, some contingency fund is recommended to accommodate such potential extra costs.
The scope of services did not include any environmental assessment or evaluation regarding the presence or absence of wetlands or hazardous or toxic materials in the soil, surface water, groundwater, or air, on or below the site, or for the evaluation of disposal of contaminated soils or groundwater, should any be encountered.

As an integral part of this report, we have prepared the attachment “Important Information About Your Geotechnical Report,” (Appendix B) to help you more clearly understand its use and limitations.

SHANNON & WILSON, INC.

Lloyd J. Reitz, P.E.
Principal Engineer

LJR:DJB
Approximately 200 feet to Cowiche Mill Rd.

Stream
Flow

Pioneer Way

B-1

NOT TO SCALE

concrete wings (typ.)

Scoured area
-water hits at ~90°
and goes under bridge

Stream level 8' 3" below top of bridge deck and approximately 8" deep on February 4, 2004.

Pioneer Way Bridge #70
Yakima County, Washington

SITE AND EXPLORATION PLAN

March 2004

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants

FIG. 2
Pile A - HP14x89

Ultimate Pile Capacity
Pioneer Way Bridge B-2
Yakima County, Washington

5.3 = 3.0

SHANNON & WILSON, INC.

FIGURE 4
APPENDIX A

EXPLORATORY BORING LOGS
## SOIL DESCRIPTION

<table>
<thead>
<tr>
<th>Depth, Ft.</th>
<th>Symbol</th>
<th>Samples</th>
<th>Ground Water, Depth, Ft.</th>
<th>Standard Penetration Resistance (140 lb. weight, 30-inch drop)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td></td>
<td>1.0</td>
<td>0</td>
<td>▲ Blows per foot</td>
</tr>
<tr>
<td>3.0</td>
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<td>3.0</td>
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<td></td>
</tr>
<tr>
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<td>7.0</td>
<td>40</td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td>20.0</td>
<td></td>
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<td>100</td>
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</tr>
<tr>
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</tr>
<tr>
<td>28.0</td>
<td></td>
<td>28.0</td>
<td>140</td>
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</table>

**Asphalt Concrete/Asphalt Base.**
- Loose to medium dense, brown, sandy GRAVEL; subrounded to subangular gravel, fine to coarse sand; damp (GW-FH).
- Medium dense, brown, silty SAND; fine to coarse sand, non-plastic fines; damp (SM).
- Medium dense, brown, sandy-silty GRAVEL, subrounded to subangular gravel, fine to coarse sand, non-plastic fines; damp (GW).

**Hard, brown, silty CLAY with sand; low to moderate plasticity, fine to medium-grained sand; wet (CL-CH).**

**Hard, brown, silty-sandy CLAY; low to moderate plasticity, fine to coarse grained sand; damp to wet (CH-CH).**

---

**LEGEND**

- * Sample Not Recovered
- ▲ Ground Water Level ATD
- □ Standard Penetration Test
- ● % Water Content
- Plastic Limit — — Liquid Limit
- Natural Water Content

---

**NOTES**

1. The boring was performed using continuous flight and hollow-stem auger drilling methods.
2. The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
3. The discussion in the text of this report is necessary for a proper understanding of the nature of the subsurface materials.
4. Groundwater level, if indicated above, is for the data specified and may vary.
5. Refer to KEY for explanation of symbols, codes and definitions.
6. USCS designation is based on visual-manual classification and selected lab testing.

---

**LOG OF BORING B-1**

Pioneer Way Bridge #70
Yakima County, Washington

February 2004

SHANNON & WILSON, INC.
Geotechnical and Environmental Consultants
SOIL DESCRIPTION

<table>
<thead>
<tr>
<th>Depth, Ft</th>
<th>Symbol</th>
<th>Samples</th>
<th>Ground Water</th>
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<td>30</td>
<td>S-7</td>
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<td></td>
<td>60</td>
</tr>
<tr>
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<td></td>
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</tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>44.0</td>
<td>S-10</td>
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<td></td>
<td></td>
</tr>
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<td></td>
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</tr>
<tr>
<td>55.5</td>
<td>S-11</td>
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<tr>
<td>55.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dense, reddish-brown to brown, clayey, silty SAND; fine-grained sands, low-plasticity fines; wet (SC-SM).

Dense, light brown, silty SAND; fine-grained sand, non-plastic fines; wet (SM).

Very dense, brown, sandy-silty GRAVEL; subrounded to subangular gravel, fine to coarse-grained sand; wet (GWV).

Bottom of Boring Completed 03/02/2004

LEGEND

- * Sample Not Recovered
- ☐ Standard Penetration Test
- ☐ Ground Water Level ATD
- ○ % Water Content
- Plastic Limit
- Liquid Limit
- Natural Water Content

NOTES

1. The boring was performed using continuous flight and hollow-stem auger drilling methods.
2. The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
3. The discussion in the text of this report is necessary for a proper understanding of the nature of the subsurface materials.
4. Groundwater level, if indicated above, is for the date specified and may vary.
5. Refer to KEY for explanation of symbols, codes and definitions.
6. USCS designation is based on visual-manual classification and selected lab testing.

LOG OF BORING B-1

February 2004 22-1-02084-001

SHANNON & WILSON, INC. 
Geotechnical and Environmental Consultants

Pioneer Way Bridge #70
Yakima County, Washington

Anderson Perry
### Soil Description

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<tr>
<th>Depth, Ft</th>
<th>Symbol</th>
<th>Samples</th>
<th>Ground Water, Ft</th>
<th>Depth, Ft</th>
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</tr>
<tr>
<td>17.0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.0</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.0</td>
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<td></td>
</tr>
<tr>
<td>27.0</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**Asphalt Concrete/Asphalt Base,**

Loose to medium dense, brown, sandy GRAVEL with cobbles; subrounded to subangular gravel and cobbles, fine to coarse-grained sand; damp (GW-Roadway Fill).

Medium dense to dense, brown, sandy GRAVEL with cobbles; subrounded to subangular gravel and cobbles, fine to coarse-grained sand, non-plastic fines; damp to wet (GW-GM).

**Medium dense, brown, sandy SILT; non-plastic fines, fine-grained sand; firm; wet (SM).**

Very stiff to hard, white and red, sandy, silty CLAY; moderately plastic fines, fine to coarse-grained sand; mottled coloring; wet (CL-CH).

Very stiff to hard, white and brown, sandy CLAY; moderately plastic fines, fine to coarse-grained sand; mottled coloring; wet (CL-CH).

**Dense, brown, gravelly-silty SAND; fine to coarse-grained sand, subrounded to subangular gravel, non-plastic fines; damp (SW), rock in sample at 30 feet.**

### Legend

- * Sample Not Recovered
- Ground Water Level ATD
- Standard Penetration Test

### Notes

1. The boring was performed using continuous flight and hollow-stem auger drilling methods.
2. The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
3. The discussion in the text of this report is necessary for a proper understanding of the nature of the subsurface materials.
4. Groundwater level, if indicated above, is for the date specified and may vary.
5. Refer to KEY for explanation of symbols, codes and definitions.
6. USCS designation is based on visual-manual classification and selected lab testing.

### Log of Boring B-2

February 2004 22-1-02084-001

Pioneer Way Bridge #70
Yakima County, Washington

SHANNON & WILSON, INC.  FIG. A-2
Geotechnical and Environmental Consultants  Sheet 1 of 2

Anderson Perry
SOIL DESCRIPTION

<table>
<thead>
<tr>
<th>Depth, Ft.</th>
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<td>50/4</td>
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<td></td>
<td>-</td>
<td></td>
<td>50/6</td>
</tr>
</tbody>
</table>

Dense, brown, sandy-silty GRAVEL; subrounded to subangular gravel, fine to coarse-grained sand, non-plastic fines; wet (GW).

Very dense, brown, silty SAND; fine to coarse-grained sand, non-plastic fines; wet (SM).

Very dense, tan, sandy SILT; fine to medium-grained sand, non-plastic fines; wet (ML).

Bottom of Boring
Completed 03/02/2004

LEGEND

- Sample Not Recovered
- Standard Penetration Test

\( \bigtriangledown \) Ground Water Level ATD

\( \bullet \) % Water Content

Plastic Limit
Liquid Limit
Natural Water Content

NOTES

1. The boring was performed using continuous flight and hollow-stem auger drilling methods.
2. The stratification lines represent the approximate boundaries between soil types, and the transition may be gradual.
3. The discussion in the text of this report is necessary for a proper understanding of the nature of the subsurface materials.
4. Groundwater level, if indicated above, is for the date specified and may vary.
5. Refer to KEY for explanation of symbols, codes and definitions.
6. USCS designation is based on visual-manual classification and selected lab testing.
APPENDIX B

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT
Important Information About Your Geotechnical/Environmental Report

CONSULTING SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND FOR SPECIFIC CLIENTS.

Consultants prepare reports to meet the specific needs of specific individuals. A report prepared for a civil engineer may not be adequate for a construction contractor or even another civil engineer. Unless indicated otherwise, your consultant prepared your report expressly for you and expressly for the purposes you indicated. No one other than you should apply this report for its intended purpose without first conferring with the consultant. No party should apply this report for any purpose other than that originally contemplated without first conferring with the consultant.

THE CONSULTANT’S REPORT IS BASED ON PROJECT-SPECIFIC FACTORS.

A geotechnical/environmental report is based on a subsurface exploration plan designed to consider a unique set of project-specific factors. Depending on the project, these may include: the general nature of the structure and property involved; its size and configuration; its historical use and practice; the location of the structure on the site and its orientation; other improvements such as access roads, parking lots, and underground utilities; and the additional risk created by scope-of-service limitations imposed by the client. To help avoid costly problems, ask the consultant to evaluate how any factors that change subsequent to the date of the report may affect the recommendations. Unless your consultant indicates otherwise, your report should not be used: (1) when the nature of the proposed project is changed (for example, if an office building will be erected instead of a parking garage, or if a refrigerated warehouse will be built instead of an unrefrigerated one, or chemicals are discovered on or near the site); (2) when the size, elevation, or configuration of the proposed project is altered; (3) when the location or orientation of the proposed project is modified; (4) when there is a change of ownership; or (5) for application to an adjacent site. Consultants cannot accept responsibility for problems that may occur if they are not consulted after factors, which were considered in the development of the report, have changed.

SUBSURFACE CONDITIONS CAN CHANGE.

Subsurface conditions may be affected as a result of natural processes or human activity. Because a geotechnical/environmental report is based on conditions that existed at the time of subsurface exploration, construction decisions should not be based on a report whose adequacy may have been affected by time. Ask the consultant to advise if additional tests are desirable before construction starts; for example, groundwater conditions commonly vary seasonally.

Construction operations at or adjacent to the site and natural events such as floods, earthquakes, or groundwater fluctuations may also affect subsurface conditions and, thus, the continuing adequacy of a geotechnical/environmental report. The consultant should be kept apprised of any such events, and should be consulted to determine if additional tests are necessary.

MOST RECOMMENDATIONS ARE PROFESSIONAL JUDGMENTS.

Site exploration and testing identifies actual surface and subsurface conditions only at those points where samples are taken. The data were extrapolated by your consultant, who then applied judgment to render an opinion about overall subsurface conditions. The actual interface between materials may be far more gradual or abrupt than your report indicates. Actual conditions in areas not sampled may differ from those predicted in your report. While nothing can be done to prevent such situations, you and your consultant can work together to help reduce their impacts. Retaining your consultant to observe subsurface construction operations can be particularly beneficial in this respect.

A REPORT’S CONCLUSIONS ARE PRELIMINARY.

The conclusions contained in your consultant’s report are preliminary because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site. Actual subsurface conditions can be discerned only during earthwork; therefore, you should retain your consultant to observe actual conditions and to provide conclusions. Only the consultant who prepared the report is fully familiar with the background information needed to determine whether or not the report’s recommendations based on those conclusions are valid and whether or not the contractor is abiding by applicable recommendations. The consultant who developed your
THE CONSULTANT’S REPORT IS SUBJECT TO MISINTERPRETATION.

Costly problems can occur when other design professionals develop their plans based on misinterpretation of a geotechnical/environmental report. To help avoid these problems, the consultant should be retained to work with other project design professionals to explain relevant geotechnical, geological, hydrogeological, and environmental findings, and to review the adequacy of their plans and specifications relative to these issues.

BORING LOGS AND/OR MONITORING WELL DATA SHOULD NOT BE SEPARATED FROM THE REPORT.

Final boring logs developed by the consultant are based upon interpretation of field logs (assembled by site personnel), field test results, and laboratory and/or office evaluation of field samples and data. Only final boring logs and data are customarily included in geotechnical/environmental reports. These final logs should not, under any circumstances, be redrawn for inclusion in architectural or other design drawings, because drafters may commit errors or omissions in the transfer process.

To reduce the likelihood of boring log or monitoring well misinterpretation, contractors should be given ready access to the complete geotechnical engineering/environmental report prepared or authorized for their use. If access is provided only to the report prepared for you, you should advise contractors of the report’s limitations, assuming that a contractor was not one of the specific persons for whom the report was prepared, and that developing construction cost estimates was not one of the specific purposes for which it was prepared. While a contractor may gain important knowledge from a report prepared for another party, the contractor should discuss the report with your consultant and perform the additional or alternative work believed necessary to obtain the data specifically appropriate for construction cost estimating purposes. Some clients hold the mistaken impression that simply disclaiming responsibility for the accuracy of subsurface information always insulates them from attendant liability. Providing the best available information to contractors helps prevent costly construction problems and the adversarial attitudes that aggravate them to a disproportionate scale.

READ RESPONSIBILITY CLAUSES CLOSELY.

Because geotechnical/environmental engineering is based extensively on judgment and opinion, it is far less exact than other design disciplines. This situation has resulted in wholly unwarranted claims being lodged against consultants. To help prevent this problem, consultants have developed a number of clauses for use in their contracts, reports and other documents. These responsibility clauses are not exculpatory clauses designed to transfer the consultant’s liabilities to other parties; rather, they are definitive clauses that identify where the consultant’s responsibilities begin and end. Their use helps all parties involved recognize their individual responsibilities and take appropriate action. Some of these definitive clauses are likely to appear in your report, and you are encouraged to read them closely. Your consultant will be pleased to give full and frank answers to your questions.

The preceding paragraphs are based on information provided by the

ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland
APPENDIX E

STANDARD PLANS
PIECE ALLOWANCES

<table>
<thead>
<tr>
<th>PIPE MATERIAL</th>
<th>MAXIMUM REBAR DIAMETER</th>
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<td>REINFORCED OR</td>
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<td>PLAIN CONCRETE</td>
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</tr>
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<td>CORRUGATED PVC (STD. SPEC. 9-05.29)</td>
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</tr>
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<tr>
<td>PROFILE WALL PVC (STD. SPEC. 9-05.20X20)</td>
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</tr>
<tr>
<td># CORRUGATED POLYETHYLENE STORM SEWER PIPE</td>
<td></td>
</tr>
</tbody>
</table>

NOTES

1. As acceptable alternatives to the tees shown in the PRECAST BASE SECTION, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the ALTERNATIVE PRECAST BASE SECTION. Wire mesh shall not be placed in the knockouts.

2. The knockout diameter shall not be greater than 2". Knockouts shall have a wall thickness of 2" minimum to 2.5" maximum. Provide a 1.5" minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification 9-04.3.

3. The maximum depth from the finished grade to the lowest pipe invert shall be 5".

4. The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.

5. The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1:24 or steeper.

6. The opening shall be measured at the top of the Precast Base Section.

7. All pickup holes shall be grouted full after the basin has been placed.
<table>
<thead>
<tr>
<th>PIPE MATERIAL</th>
<th>MAXIMUM INSIDE DIAMETER</th>
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<tbody>
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<td>REINFORCED OR PLAIN CONCRETE</td>
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<td>ALL METAL PIPE</td>
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<td>COPPER (STD. SPEC. 9-90.20)</td>
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<tr>
<td>PROFILE WALL, PVC (STD. SPEC. 9-90.1222)</td>
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</tbody>
</table>

**# CORRUGATED POLYETHYLENE STORM SEWER PIPE**

**NOTES**

1. As acceptable alternatives to the rebars shown in the PRECAST BASE SECTION, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot, shall be used with the minimum required rebars shown in the ALTERNATIVE PRECAST BASE SECTION. Wire mesh shall not be placed in the knockouts.

2. The knockout shall not be greater than 26", in any direction. Knockouts shall have a wall thickness of 2" minimum to 2.5" maximum. Provide a 1.5" minimum gap between the knockout well and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification 9-94-A.1.

3. The maximum depth from the finished grade to the lowest pipe invert shall be 28".

4. The frame and grate may be installed with the flange down or integrally cast into the adjustment section with flange up.

5. The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1:24 or steeper.

6. The opening shall be measured at the top of the Precast Base Section.

7. All pickup holes shall be grouted full after the basin has been placed.
NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slips. The frame shall accept the 5/8" - 11 NC x 2" Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.

2. Alternative reinforcing designs are acceptable in lieu of the rib design.

3. Refer to Standard Specification 9-06.16(2) for additional requirements.

4. For frame details, see Standard Plan B-30,10.
NOTES

1. The beam guardrail type, post type, beam guardrail transition section type, connection type, and bridge traffic barrier shape may vary from that shown on this plan.

2. The Catch Basin or Grate Inlet shall be centered between the Beam Guardrail Posts.

3. With Beam Guardrail Transition Section Types 2, 4, and 5, use Extruded Curb Types 1, 2, 4, 4A, 5, or 5A.

4. With Beam Guardrail Transition Section Types 1, 1A, 1B, 10, 11, and 12, use Extruded Curb Type 2 (Extruded Asphalt Concrete Curb).

5. See Contract Plans for length of Curb.

INLET PLACEMENT AT BRIDGE END
STANDARD PLAN B-95.40-00

sheet 1 of 1 sheet
approved for publication
Harold J. Peterlese 06-08-06
State Engineer
Washington State Department of Transportation
NOTES

1. When required by the Contract, a Snow Load Post Washer shall be used on the backside of the post (in lieu of the 1 3/4" Post Bolt Washer) and a Snow Load Rail Washer shall be placed on the face side of Beam Guardrail Types 1 and 2. Snow Load Rail Washers shall not be installed on terminals.

2. Rail Washers, also called “Snow Load Rail Washers” are not required on new installation except as called for in Note 1. Unnecessary Rail washers need not be removed from existing installations, except those on posts 2 through 5 of a BCT installation shall be removed.

3. Beam Guardrail post spacing for Types 1 through 4 shall be 6’-3” on centers.

4. Timber blocks shall be toe-nailed to the post with #18d galvanized nail to prevent block rotation.

5. For post and block details, see Standard Plan C-18.

6. When "Beam Guardrail Type - FT. Long Post" is specified in the Contract, the post length shall be stamped with numbers, 1 1/2” min. high and 3/4” wide at the location where the letter "FT" is shown in the ASSEMBLY DETAIL. For wood post applications, the letter shall be stamped to a minimum depth of 1/4". For steel post applications, the letter shall be legible after the post is galvanized. After post installation, it shall be the Contractor’s responsibility to ensure that the stamped numbers remain visible.

7. Existing posts shall not be raised. Replace posts as necessary to achieve required guardrail height.

BEAM GUARDRAIL
TYPES 1 ~ 4
(W-BEAM)
STANDARD PLAN C-1
SHEET 1 OF 2 SHEETS
APPROVED FOR PUBLICATION
Pasco Bakosch III 06-18-11
Washington State Department of Transportation

ASSEMBLY DETAIL
1. Wood posts for all guardrail placement plans shall be 6 x 8 except where noted otherwise.

2. Lower hole is for Rub Rail of Type 2 and Type 3 Beam Guardrail.

3. W6-9 steel posts and timber blocks are alternates for 6 x 8 timber posts and blocks. W6-10 steel posts and timber blocks are alternates for 10 x 10 timber posts and blocks.

4. Holes shall be located on approaching traffic side of web.

5. When "Beam Guardrail Type - __Ft. Long Post" is specified in the Contract, the post length shall be stamped with numbers, 1 1/2" min. high and 3/4" wide at the location where the letter "F" is shown in the ASSEMBLY DETAIL. For wood post applications, the letter shall be stamped to a minimum depth of 1/4". For steel post applications, the letter shall be legible after the post is galvanized. After post installation, it shall be the Contractor's responsibility to ensure that the stamped numbers remain visible.

6. Soil plate may be welded to foundation tube. If so, holes in soil plate and foundation tube may be omitted.
INTERMEDIATE GUARDRAIL
POST CONNECTION DETAILS
(Type A shown)

NOTES
1. For wood posts, saw top of post and block to 1" above thrie beam guardrail reducer section. For steel posts, drive post down to 1" maximum above the thrie beam guardrail reducer section.

THRIE BEAM GUARDRAIL REDUCER SECTION
TYPE A

(Lef section shown, right section reversed)

THRIE BEAM GUARDRAIL REDUCER SECTION
TYPE B

Splice bolt slots
3/8" x 1/2" (TYP)

Post bolt slots
3/4" x 2 1/2" (TYP)

10 Gage

3'-1 1/2"
3'-1 1/2"
4 1/4" 4 1/4"
20" 20"

13'-6 1/2"
6'-3"
6'-3"
4 1/4" 4 1/4"
2"

Cap plate

1/8" (TYP)
NOTES

1. An ET-PLUS (TL3) as manufactured by Trinity Industries, Inc. or an SKT-350 as manufactured by Road Systems Inc. shall be installed according to manufacturer's recommendations. When a TL2 terminal is specified in the contract an ET-PLUS (TL2) as manufactured by Trinity Industries, Inc., or an SKT-TL2 as manufactured by Road Systems, Inc. shall be installed according to manufacturer's recommendations.

2. A reflectorized object marker shall be installed according to manufacturer's recommendations.

3. When snow load post washers and snow load rail washers are required by the contract, the snow load rail washers must not be installed within the terminal limits.

4. Terminal shall be installed at a taper, ensuring that end piece is entirely off shoulder.

5. Length for ET-PLUS (TL3) and SKT-350 is 50'. Length for ET-PLUS (TL2) and SKT-TL2 is 25'.

---

Beam Guardrail
Non-Flared Terminal
Standard Plan C-4e

NOTE: CROSS SECTION MODIFIED IN PLANS (SH 16)

TYPE 1
(HOT MIX ASPHALT)

TYPE 2
(HOT MIX ASPHALT)

TYPE 3
(HOT MIX ASPHALT)

TYPE 4
(CEMENT CONCRETE)

TYPE 5
(CEMENT CONCRETE)

TYPE 6
(CEMENT CONCRETE)

CEMENT CONCRETE EXTRUDED CURB

SPACING OF ANCHOR BARS
FOR TYPES 4, 5, AND 6

NOTE: JOINTS MAY BE FORMED DURING INSTALLATION USING A RING DIVIDER OR SAWOUT AFTER CONCRETE CURB IS HARDENED TO MINIMUM STRENGTH.
1. See Plant Material List for size and type of live stake.
2. Do not use axe or sledge for driving stakes.
3. In hard ground use an iron bar or star drill to prepare the holes for the stake.
4. Avoid stripping bark or bruising stakes during installation.
5. Fill void around cutting with soil.

LIVE STAKE INSTALLATION IN RIPRAP

LIVE STAKE INSTALLATION IN QUARRY SPALLS

TYPICAL LIVE STAKE INSTALLATION

LIVE STAKE INSTALLATION ON SLOPES
1. A socket and wedge anchoring system that meets the NCHRP 350 crash test criteria may be substituted in lieu of the anti-twist plate designs shown. Anti-twist plates are not required for wood post installations.

2. The platform design shown on this plan features slots that accommodate several types of mailbox supports; only those slots necessary for installing the type being installed are required. An adjustable platform may be used in lieu of this design, but it must fit the bracket design shown on this plan. Brackets are required for all single-post installations. Field drilling may be necessary.

3. Center the mailbox on the platform to ensure space for the mailbox door to open and to allow space for installing the fasteners (see ALIGNMENT DETAIL, Sheet 2). Spacing of mailbox mounting holes varies among manufacturers. Attachment of the mailbox to the platform may require drilling additional holes through the mailbox to fit the platform.

4. Attach a newspaper box to a steel post with two 1 7/8" Muffler Clamps spaced 4" apart. Field drill 7/16" holes in the newspaper box to fit. Use 2 1/2" x 1/4" lag bolts to attach newspaper boxes to wood posts. Newspaper boxes must not extend beyond the front of the mailbox when the mailbox door is closed.

5. A Type 2 Support (Standard Plan H-78.20) is required when 2 or more mailboxes are to be installed on one support.
NOTES
1. Install the ends of the silt fence to point slightly upslope to prevent sediment from flowing around the ends of the fence.
2. Perform maintenance in accordance with Standard Specifications 6-01.3(9A) and 6-01.3(15).
3. Splices shall never be placed in low spots or sump locations. If splices are located in low or sump areas, the fence may need to be reinstalled unless the Project Engineer approves the installation.
4. Install silt fencing parallel to mapped contour lines.

TYPICAL INSTALLATION DETAIL
(STEEL POSTS SHOWN)

SEE NOTE 1

NOTE
DURING EXCAVATION, MINIMIZE DISTURBING THE GROUND AROUND TRENCHES AS MUCH AS IS FEASIBLE, AND SMOOTH SURFACE FOLLOWING EXCAVATION TO AVOID CONCENTRATING FLOWS. COMPACTION MUST BE ADEQUATE TO PREVENT UNDERCUTTING FLOWS.

SILT FENCE
STANDARD PLAN I-30.15-02

SPliced fence sections shall be close enough together to prevent silt laden water from escaping through the fence at the overlap.

splice detail
(Wood posts shown)
APPENDIX F

EXISTING BRIDGE PLANS
ELEVATION ALONG & ROADWAY

Scale: \( \frac{3}{16}'' = 1'-0'' \)
APPENDIX G

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

HYDRAULIC PROJECT APPROVAL (HPA)
PERMITTEE
Yakima County Public Works
ATTENTION: Mark Cleaver
128 N. 2nd Street
Yakima, WA 98901
509-574-2300
Fax: 509-574-2301

AUTHORIZED AGENT OR CONTRACTOR

Project Name: Pioneer Way Bridge #70 Replacement
Project Description: Replace an existing 32 foot span bridge crossing over Cowiche Creek with a new 80 foot span bridge

PROVISIONS

1. TIMING LIMITATIONS: The project may begin June 1, 2014 and shall be completed by December 15, 2017; provided in-water work shall occur between June 21st and November 15th.

REQUIRED WORK PLAN AND PRE-CONSTRUCTION MEETING
2. At least 4 days prior to commencement of work within the ordinary high water area and OHWM, the Permittee shall stake and mark the site, arrange a meeting on site with the project superintendent or his assign(s), and the WDFW Area Habitat Biologist. The Permittee shall submit for approval a reasonably-detailed plan of in-water related work. The plan shall detail construction sequence and methods of constructing instream structures, containment dam(s), dewatering of work areas, and protecting water quality. No work shall begin within the area of ordinary high water until a satisfactory plan is approved and the necessary field marking has taken place. WDFW may require 7 working days for review of the plan.

3. If at any time, as the result of project activities, water quality problems develop (including equipment leaks or spills), fish life is observed in distress, or a fish kill occurs, all operations shall cease and both the Department of Fish and Wildlife (509-575-2740) and the Washington Military Department (800-854-5406 or 800-562-6108) shall be notified of the problem immediately. Work in the stream shall not resume until further approval is given by the Department of Fish and Wildlife. Additional measures to mitigate work-related impacts may be required.

EQUIPMENT AND WORK SITE LIMITATIONS
4. Equipment shall operate from the roadway, the bank, and from inside of the containment dams; except for activities as noted in provisions 5 and 28 below.

5. A hydraulic excavator may enter and operate within the wetted perimeter of the stream for the purposes of constructing the temporary containment dams/stream bypass. Travel within the ordinary high water area shall be limited to the minimum necessary, and travel shall be by the most direct route which results in the least impact on stream bed, gravel bars and vegetation. The operator shall use the boom of the excavator to lift front of the machine onto the stream bank to
the greatest extent possible. The hydraulic excavator shall be cleaned of accumulations of earth and petroleum products prior to entering the channel.

6. All equipment working within the ordinary high water marks shall be maintained in good working conditions such that petroleum products or other harmful chemicals are not leaked into the stream or its banks or bed.

7. Washing of concrete trucks, chutes, tools, etc. shall be done at a location where wash water will not be discharged to the stream or wetlands, directly or indirectly.

WORK AREA ISOLATION AND DE-WATERING OF WORK AREA

8. Temporary sediment barriers shall contain all work areas to prevent sediment and construction debris from entering the ordinary high water area. Construction and maintenance of effective sediment containment in the most waterward areas are required without exception.

9. Catchment devices shall be installed underneath the bridge span that prevent deleterious materials (such as paint) and bridge demolition debris from falling within the ordinary high water area.

10. All forms used for concrete shall be completely sealed to prevent the possibility of fresh concrete from getting into the stream.

11. Temporary erosion control methods shall be used to prevent silt-laden water from entering the stream and be constructed of clean materials. These may include, but are not limited to, straw bales, filter fabric, temporary sediment ponds, check dams of pea gravel-filled burlap bags, straw bales, precast "ecology blocks", plastic sheeting, washed gravels, or other materials, and/or immediate mulching of exposed areas. Erosion barriers should be placed on bank tops, well removed from the OHWM, as practicable.

12. Entire perimeters of all sediment barriers shall be inspected at least once weekly and within 24 hours following any storm event with more than 13mm cumulative rainfall. Repairs/restoration of failed barriers shall be completed within 24 hours.

13. Sediments accumulated at sediment barriers on surfaces sloping directly into the ordinary high water area shall be removed and disposed of in an approved upland site, rather than stabilized.

14. All waste material such as construction debris, silt, excess dirt or overburden resulting from this project shall be deposited above the limits of flood water in an approved upland disposal site.

15. If high flow conditions that may cause excessive siltation are encountered during this project, work shall stop until the flow subsides.

16. Earthen surfaces of the road prism shall be made smooth to minimize collection of precipitation and encourage sheet runoff flow.
17. Stream bank re-sloping shall be accomplished in a manner that avoids release of sediment into the ordinary high water area. A catchment device shall be used to catch and collect falling materials if the above method is insufficient.

TEMPORARY STREAM BYPASS
18. Prior to initiation of other work within the channel, a temporary flow bypass shall be established around the work area. A temporary channel may be used. A temporary culvert or pump bypass through the worksite may be used. The bypass shall be only as long as necessary to prevent seepage or backwatering of the work area. The temporary bypass shall be of sufficient size to pass flow and debris occurring during the project.

19. If a temporary channel is used, all excavation of the channel shall be completed and the channel shall be lined with plastic or equivalent material to prevent erosion and discharge of silt to the stream, prior to diverting stream flow into the temporary channel.

20. A sandbag revetment, washed gravel berm with plastic membrane, or equivalent clean structure shall be installed at the inlet to divert the entire flow through the bypass. A sandbag revetment or equivalent clean structure shall be installed at the downstream end of the bypass as necessary to prevent backwater from entering the work area.

21. If pumps are used to bypass the stream around the work area, the inlet hose shall be screened to prevent entrainment of fish, and the outlet equipped with a diffuser as needed and positioned in such a manner that will prevent streambed scouring.

22. Upon completion of the project, all temporary bypass facilities shall be removed. Materials used for temporary diversion and containment structures shall be removed from the site.

23. Fish trapped inside of the work area shall be captured and released unharmed downstream of the project.

BANK PROTECTION
24. Placement of bank protection material waterward of the ordinary high water line shall be restricted to the minimum amount necessary to protect the toe of the bank or for installation of mitigation features approved by the Washington Department of Fish and Wildlife.

25. The toe shall be installed to protect the integrity of bank protection material.

26. Bank sloping shall be accomplished in a manner that avoids release of overburden material into the water. Overburden material resulting from the project shall be deposited so it will not re-enter the water.

27. Any geotextile cloth or filter blanket material used shall be placed before the placement of earthen bank protection materials.

28. Bank protection material shall be clean, angular rock, and shall be installed to withstand 100-
year peak flows. Round cobbles (with D50 = approx. 2" to 6") shall be placed between the angular rock below the OHWL to fill the interstices. This material may be mined from gravel bars in isolation from flowing water, provided any created pits or furrows are smoothed over each day.

29. Bank protection and filter blanket material shall be placed from the bank. Dumping onto the bank face shall be permitted only if the toe is established and the material can be confined to the bank face.

30. Bank protection material shall not constrict the flow and cause any appreciable increase (not to exceed 0.2 feet) in backwater elevation (calculated at the 100-year flood) or channel-wide scour, and shall be aligned to cause the least effect on the hydraulics of the stream.

31. Bank protection material shall be placed in a manner to avoid damage to existing vegetation.

BRIDGE
32. The bridge and fills shall be constructed to pass the 100-year peak flow with consideration of debris likely to be encountered.

33. Abutments, piers, piling, sills, approach fills, etc., shall not constrict the flow and cause any appreciable increase (not to exceed 0.2 feet) in backwater elevation (calculated at the 100-year flood) or channel-wide scour, and shall be aligned to cause the least effect on the hydraulics of the stream.

34. Riprap materials used for structure protection shall be clean, angular rock and shall be installed to allow deformability and channel adjustments during high flows with 10-year or greater recurrence levels.

35. Structures containing concrete shall be sufficiently cured prior to contact with water to avoid leaching. Fresh concrete shall not be allowed to come into contact with state waters.

36. Where aggregate or earth type material is used for paving or accumulates on the bridge, curbs, or wheel guards shall be installed and maintained to prevent the loss of this material into the stream.

DREDGING OR IN-CHANNEL EXCAVATION
37. Material that originates waterward of the ordinary high water line shall not be utilized for backfill below the OHWL, except that meeting criteria for filling riprap voids in Provision #28 is allowed.

38. Excavated or dredged material shall not be stockpiled waterward of the ordinary high water line.

39. All trenches, depressions, or holes created within the ordinary high water area shall be backfilled prior to inundation by high water or wave action.

40. Dredging or excavation shall be conducted with a tracked excavator, dragline, or a clamshell. The backhoe, dragline or clamshell shall be operate in dewatered, dry, or in areas otherwise
outside the flowing stream; except as provided in Provision #5. During excavation, each pass with the bucket shall be complete. Dredged or excavated material shall not be stockpiled waterward of the ordinary high water line.

41. Upon completion of the dredging or excavation the streambed shall contain no pits, potholes, or large depressions to avoid stranding of fish.

42. Dredging and excavation shall be accomplished by starting at the upstream end of the project boundary and work downstream.

43. All containers storing fuel or other deleterious substances shall be secured during excavation and shaft drilling operations to prevent incidental spills.

OTHER ACTIVITIES
44. Equipment used for this project shall be free of external petroleum-based products while working around the stream. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to its working below the ordinary high water line. Equipment shall be checked daily for leaks and any necessary repairs shall be completed prior to commencing work activities along the stream.

45. Road and bridge drainage during construction shall be collected and detained for infiltration at least 50 feet landward of the ordinary high water mark and as otherwise specified in the hydraulics project application.

46. Alteration or disturbance of the bank and bank vegetation shall be limited to that necessary to construct the project. Within one year of project completion, the banks, including rip-rapped areas, shall be revegetated with native or other approved woody species. Vegetative cuttings shall be planted at a maximum interval of three feet (on center) and maintained as necessary for three years to ensure survival.

47. Every effort shall be taken during all phases of this project to ensure that sediment-laden water is not allowed to enter the stream.

48. All containers storing fuel, cleaners, petroleum products, concrete finishing material, or other deleterious substances on any barge, work platform, scaffolding, or work trestle shall be secured during use or project activities to prevent incidental spills.

49. Throughout the project, and within 14 days, all exposed or grubbed slopes within 200 feet of Cowiche Creek shall be covered with natural fiber mesh, or six (6) inches of straw, or shall be hydro-seeded, or shall be re-vegetated with natural vegetation.

50. Restoration shall occur before the expiration of this permit.

51. POST-CONSTRUCTION NOTIFICATION REQUIREMENT: The permittee, agent or contractor shall contact the Washington Department of Fish and Wildlife by e-mail to HPApplications@dfw.
HYDRAULIC PROJECT APPROVAL

Issue Date: April 13, 2014
Project Expiration Date: December 15, 2017
Control Number: 132920-1
FPA/Public Notice #: N/A

wa.gov; mail to Post Office Box 43234, Olympia, Washington 98501-1091; or fax to (360) 902-2946 within seven days of completion of the work. The notification shall include the permittee's name, project location, completion date for the work, and the Hydraulic Project Approval control number. The department may conduct a compliance inspection; however, the department will notify the permittee or agent if completion notification is given prior to the inspection.

PROJECT LOCATIONS

<table>
<thead>
<tr>
<th>WORK START: June 01, 2014</th>
<th>WORK END: December 15, 2017</th>
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</thead>
<tbody>
<tr>
<td>38.0031</td>
<td></td>
</tr>
<tr>
<td>Cowiche Creek South Fork</td>
<td>Yakima River</td>
</tr>
<tr>
<td>SE 1/4 32 14 N 17 E</td>
<td>W 120.920277  Yakima</td>
</tr>
</tbody>
</table>

Location #1 Driving Directions

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW (formerly RCW 77.20). Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in a civil penalty of up to one hundred dollars per day and/or a gross misdemeanor charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.
MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA. A minor modification to the required work timing means up to a one-week deviation from the timing window in the HPA when there are no spawning or incubating fish present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project’s impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. Minor modifications do not require you to pay additional application fees or be issued a new HPA. To request a minor modification to your HPA, submit a written request that clearly indicates you are requesting a minor modification to an existing HPA. Include the HPA number and a description of the requested change and send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPApplications@dfw.wa.gov. Do not include payment with your request. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you paid an application fee for your original HPA you must include payment of $150 with your written request or request billing to an account previously established with the department. If you did not pay an application fee for the original HPA, no fee is required for a change to it. To request a major modification to your HPA, submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Include the HPA number, check number or billing account number, and a description of the requested change. Send your written request and payment, if applicable, by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. If you are charging the fee to a billing account number or you are not subject to the fee, you may email your request to HPApplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-110-340 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPApplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, 9th floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee will conduct an informal hearing and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-110-350 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.
A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the Washington Department of Fish and Wildlife HPA Appeals Coordinator, 600 Capitol Way North, Olympia, Washington 98501-1091; e-mail to HPApplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director’s or designee’s written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

ENFORCEMENT: Sergeant Grant (22) P1

<table>
<thead>
<tr>
<th>Habitat Biologist</th>
<th>509-457-9310</th>
<th>Eric Bartramb</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eric Bartramb</td>
<td></td>
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</tbody>
</table>

CC: Department of Ecology, Central Regional Office

Reed, Cathy
15 W Yakima Ave.
Yakima, WA 98946

Yakima County Planning Division
Gumz, Byron
128 N. 2nd St.
Yakima, WA 98901
APPENDIX H

NATIONAL MARINE FISHERIES SERVICE
(NMFS)

EXCERTPT FROM BIOLOGICAL OPINION

REASONABLE AND PRUDENT MEASURES AND TERMS AND CONDITIONS
length of stream channel affected by dewatering and re-watering when construction is complete, 180 linear feet of the channel or approximately 4,500 ft² below the OHWM.

2.8.2 Effect of the Take

The extent of take from the proposed action does not impact the abundance or productivity of the Yakima River MPG steelhead population considered in this consultation to an extent that bears on the risk of extinction of MCR steelhead. The project does not jeopardize MCR steelhead DPS that will experience effects of the project. The effects of the anticipated extent of take among the current cohort of juvenile *O. mykiss* rearing in the SF Cowiche Creek will be to slightly decrease the current abundance level (by 30 juveniles), but would be so small as to be immeasurable at the Naches River population or larger scale. Because the level of abundance in the Naches River population is currently increasing over recent years, and 30 juveniles does not represent a loss of one adult, the proposed action leaves the Naches River population at its current level of risk for abundance.

2.8.3 Reasonable and Prudent Measures and Terms and Conditions

Reasonable and prudent measures are nondiscretionary measures to minimize the amount or extent of incidental take (50 CFR 402.02). Terms and conditions implement the RPM (50 CFR 402.14). These must be carried out for the exemption in section 7(o)(2) to apply.

NMFS believes that full application of project minimization measures included as part of the proposed action, together with use of the RPM and terms and conditions described below, are necessary and appropriate to minimize the likelihood of incidental take of MCR steelhead due to completion of the proposed action.

The FHWA has the continuing duty to regulate the activities covered in this ITS where discretionary Federal involvement or control over the action has been retained or is authorized by law. The protective coverage of section 7(o)(2) may lapse if the FHWA fails to exercise its discretion to require adherence to terms and conditions of the ITS, or to exercise that discretion as necessary to retain the oversight to ensure compliance with these terms and conditions. The following RPMs are necessary and appropriate to minimize the take of listed species.

The FHWA shall:

1) Minimize incidental take of MCR steelhead from salvage and handling activities.

To be exempt from the prohibitions of section 9 of the ESA, the U.S. Army Corps of Engineers (Corps) and its cooperators must comply with the following terms and conditions that implement the RPM described above. Partial compliance with these terms and conditions may invalidate this take exemption, result in more take than anticipated, and lead NMFS to a different conclusion regarding whether the proposed action will result in jeopardy.

   1) To implement RPM No. 1, the FHWA shall:
      a. Conduct fish salvaging/handling actions early in the morning when water temperatures are coolest to reduce the stress level on fish.
b. Comply fully with all salvage protocols outlined in the proposed action.

c. Minimize all in-water work to as brief a period as practicable between July 16 and September 30; and use extreme care when conducting in-water work to minimize disturbance.

d. Document all juvenile salmonids encountered during work area isolation by submitting an in-water Construction Monitoring Report or equivalent to NMFS within 30 days of work area isolation.

NOTICE: If a sick, injured, or dead specimen of a threatened or endangered species is found in the action area, the finder must notify NMFS Law Enforcement at (206) 526-6133 or (800) 853-1964, through the contact person identified in the transmittal letter for this Opinion, or through the NMFS Interior Columbia Basin Area Office. The finder must take care in handling sick or injured specimens to ensure effective treatment, and in handling dead specimens to preserve biological material in the best possible condition for later analysis of cause of death. The finder should carry out instructions provided by Law Enforcement to ensure evidence intrinsic to the specimen is not disturbed unnecessarily.

All reports shall be sent to National Marine Fisheries Service, Columbia Basin Branch Office, Attention: Diane Driscoll, 304 South Water Street, Ellensburg, WA 98926.

2.9 Conservation Recommendations

Section 7(a)(1) of the ESA directs Federal agencies to use their authorities to further the purposes of the ESA by carrying out conservation programs for the benefit of the threatened and endangered species. Specifically, conservation recommendations are suggestions regarding discretionary measures to minimize or avoid adverse effects of a proposed action on listed species or critical habitat or regarding the development of information (50 CFR 402.02). The following recommendation is a discretionary measure that NMFS believes is consistent with this obligation and therefore should be carried out by the FHWA:

1) All bridge replacements should be sufficiently sized so that abutments are placed at least 20 feet landward of the OHWM. Once the abutments are away from the channel, the FHWA should eliminate use of riprap along the bank upstream, under and downstream of the new bridge.

To be kept informed of actions minimizing or avoiding adverse effects, or those that benefit listed salmon and steelhead and their habitats, NMFS requests notification of any actions leading to the achievement of the conservation recommendation.

2.10 Reinitiation of Consultation

As provided in 50 CFR 402.16, reinitiation of formal consultation is required where discretionary Federal agency involvement or control over the action has been retained (or is authorized by law) and if: (1) the amount or extent of incidental take is exceeded, (2) new information reveals effects of the agency action on listed species or designated critical habitat in a manner or to an extent not considered in this opinion, (3) the agency action is subsequently modified in a manner that causes an effect on the listed species or critical habitat not considered

29
IMPROVEMENT

PLANS
**PIONEER WAY BRIDGE #70 REPLACEMENT**

**FEDERAL AID NO. BRO5-9939(022)**

**PREPARED UNDER THE DIRECTION OF:**

**ANDERSON PERRY & ASSOCIATES, INC.**

**DATE:** JUNE 05 2014

**PROJECT ENGINEER:**

**DRAWN:**

**CHECKED BY:**

**REVISION:**

**SITE PREPARATION PLAN**

**SHEET NOTES**


2. CULVERT PIPE SHALL BE INSTALLED AT A MINIMUM SLOPE OF 0.003.

3. TEMPORARY DIVERSIONS, PIPES, AND CULVERTS SHALL BE INSTALLED AND REMOVED WITHIN THE TIME PERIOD SPECIFIED IN THE VRP.

4. UPSTREAM AND DOWNSTREAM DIVERSIONS SHALL CONSIST OF PRECAST ECOSYMBOL BLOCKS, SAND, GRAVEL, DYES, AND VARIOUS OTHERS OR AN APPROVED EQUIVALENT SYSTEM. THE DIVERSIONS SHALL BE CONSTRUCTED WITH A MINIMUM OF 1/2 OF DROPS ABOVE THE TOP OF THE PIPE.

5. FIELD LOCATE SALT FENCE PER ENGINEER'S DIRECTION. SEE WIRSDT STD. PLAN 1-50.15-01.
**TYPICAL ROADWAY SECTION**

- SEE PLAN SHEETS FOR WIDENING LOCATIONS

**TYPICAL ROADWAY SECTION WITH GUARDRAIL**

- SEE PLAN SHEETS FOR GUARDRAIL LOCATIONS

**TYPICAL DRIVEWAY SECTION**

- CATCH SLOPE AT RIGHT OF WAY. IF LESS THAN 2.0% 1:0.4  MAX SLOPE 1.5% 1:0.4
CONSTRUCTION NOTES

1. REMOVE EXISTING FENCE AS REQUIRED.
2. INSTALL NEW MASONRY WALL.
3. INSTALL NEW GIRDERS.
4. INSTALL NEW TRESTLE.
5. INSTALL NEW PAVING.
6. INSTALL NEW CURB AND GUTTER.
7. INSTALL NEW SEWER LINES.
8. INSTALL NEW DRAINAGE Ditches.
9. INSTALL NEW PAVING.
10. INSTALL NEW LID:
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197. INSTALL NEW PAVING.
198. INSTALL NEW CURB AND GUTTER.
199. INSTALL NEW SEWER LINES.
200. INSTALL NEW DRAINAGE Ditches.

CURVE TABLE

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PLAN AND PROFILE B.O.P. TO STA. 14+00

DATE: JUNE 05 2014

PROJECT ENGINEER: A. CLEAVEN

CHECKED BY: A. SCHAEFER

ANDERSON PERRY & ASSOCIATES, INC.
CONSTRUCTION NOTES

1. REMOVE AND REINSTALL EXISTING GUIDEBAR PLATED TERMINAL
2. ADJUST GUIDEBAR PLATED TERMINAL HEIGHT
3. CONSTRUCT 0.1'-0.4' THICK EPOXY WITH WATERPROOF MEMBRANE ON EXISTING BRIDGE
4. SANITIZE 1.5'-2' DEEP JOINT IN 1'-1.5' PAIL WIDTH AT BRIDGE END.
   PAIL JOINT WITH HOT FOILED JOINT FILLER.
ELEVATION - ABUT 1

1. Elevation shown is ABUT 1 looking back on Station. ABUT 2 shown looking away on Station.
2. Concrete H-Shaped A IS UNDER STOP TO BE PLACED AFTER BORDERS ARE SET.

SECTION A

SECTION B
### ABUT 1 & 2 - BAR LIST

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**BEND TYPES**

- **TYPE 30**
- **TYPE 34**
- **TYPE 35**
- **TYPE 36**
- **TYPE 37**
- **TYPE 38**
- **TYPE 39**
- **TYPE 40**

---

ALL DIMENSIONS ARE OUT TO OUT
END DIAPHRAGM ELEVATION

SECTION A

SECTION B

BEARING PAD PLAN

BEARING PAD TYPICAL SECTION

END DIAPHRAGM-BAR LIST

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ALL DIMENSIONS ARE OUT TO OUT EXCEPT LOADED

BEARING DESIGN TABLE (METHOD B)

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INTERMEDIATE DIAPHRAGM ELEVATION

SECTION A

ANCHOR DETAILS

INTERMEDIATE DIAPHRAGM-BAR LIST

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ALL DIMENSIONS ARE OUT TO OUT

BEND TYPES

SECTION B

ANCHOR DETAILS

NOTE:
1. GIRDERS ARE NOT SHOWN.
2. DIAPHRAGM IS SYMMETRICAL ABOUT E BRIDGE.
3. ALL BOLTS PARALLEL TO E BRIDGE.
4. DIAPHRAGM MEASURED PARALLEL TO BULK.
**GENERAL NOTES**

1. FORGING FOR THE BEARING PAD RECEIVERS SHALL BE CONSTRUCTED AND FASTENED IN SUCH A MANNER AS TO NOT CAUSE DAMAGE TO THE GIRDERS DURING THE STRAND RELEASE OPERATION.
2. SPAN LENGTH SHALL BE INCREASED AS NEEDED FOR SHORTENING DUE TO PRESTRESS AND SHrinkAGE.
3. ALL PRESTRESSING STRINGS SHALL BE A MAXIMUM LOW RELAXATION 7WIRE STRAND, ASHTO M203 OR 270.
4. ALL WELD STEEL REINFORCING SHALL BE ASHTO M31 OR 41.
5. ALL STUDS SHALL CONFORM TO SPEC SECTION 2.04.
7. CUT ALL STRANDS Flush WITH THE GIRDERS END EXCEPT FOR THOSE SHOWN TO BE EXTENDED, AND PAINT END OF Flush STRANDS WITH AN APPROVED EPOXY RESIN.
8. WELD REINFORCEMENT SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 6.02.12.3b.
9. THE TOP SURFACE OF THE GIRDLE FLANGE SHALL BE FINISHED IN ACCORDANCE WITH SECTION 6.01.12.3b.
10. DIESTON WELDED WIRE REINFORCEMENT CONFORMING TO SECTION 6.02.7.2 WITH DIESTON WIRE CONFORMING TO SPECIFICATION 6.02.7.
11. ALL WELD STEEL REINFORCEMENT IS ASHTO M31 OR 41 SPECIFICATION REQUIREMENTS EXCLUDING DEVELOPMENT AND ANCHORAGE ARE MET. WELDED WIRE REINFORCEMENT SHALL HAVE THE SAME AREA AND SPACING AS THE WELD STEEL REINFORCEMENT THAT IT REPLACES AND THE FIELD SPACING SHALL BE GREATER OR EQUAL TO 20 IN. SHEAR STRIP LONGITUDINAL WELDS ARE MADE AT FIELD SPACING. LONGITUDINAL WELDS FOR ANCHORAGE OF WELDED WIRE REINFORCEMENT SHALL HAVE AN AREA OF WELD SHOWN FOR DEVELOPMENT AND ANCHORAGE OF THIS AREA OF THE WEB, AND ANCHORAGE BUT SHALL NOT BE LESS THAN 1/4.

**FLANGE THICKENING DETAIL AT GUARDRAIL POSTS**

LOCATION AT EACH GUARDRAIL POST SEE BRIDGE SHEET FOR ANCHOR BOLT DETAILS

**PLAN SECTION THROUGH GIRDER WEB**

**EXTERIOR GIRDER REINFORCING NEAR GIRDER END**

**ELEVATION**

**SECTION**

**YAKIMA COUNTY**

**FEDERAL AID NO. BROS-9939(022)**

**C 3486 PIONEER WAY BRIDGE #70 REPLACEMENT)**

**PREPARED UNDER THE DIRECTION OF:**

**ANDERSON PERRY & ASSOCIATES, INC.**

**DATE: JUNE 05, 2014**

**PROJECT ENGINEER:** M. CLEVER

**DRAWN:** C. ZITTMANN A. SCHROEDER

**CHECKED:**

**REVISION:**

**GIRDER DETAILS 1**

**SHEET 14 OF 20**
**CONSTRUCTION NOTES**

1. **THREE BEAM REDUCER SECTION TYPE B**, SEE WSDOT STD PLAN C-20.
2. **BEAM GUARDRAIL TYPE I**
4. **REMOVE AND RESET EXISTING GUARDRAIL, SKY TERMINAL**
5. **ADJUST EXISTING GUARDRAIL, SKY TERMINAL HEIGHT**
# Detour Route & Closure Sign Specifications

<table>
<thead>
<tr>
<th>SIGN NO.</th>
<th>MUTCD SIGN #</th>
<th>LOCATION</th>
<th>SIGN SIZE X</th>
<th>SIGN SIZE Y</th>
<th>SHEETING TYPE (BLK)</th>
<th>POST MATERIAL</th>
<th>POST SIZE X</th>
<th>POST SIZE Y</th>
<th>POST SIZE H</th>
<th>CLEARANCE V</th>
<th>CLEARANCE W</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>R1-3a N0080</td>
<td>COWCHE MILL RD., 1000 FT WEST OF PIONEER WY.</td>
<td>78'</td>
<td>30'</td>
<td>IV (A)</td>
<td>---</td>
<td>---</td>
<td>---</td>
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<td>---</td>
<td>DOUBLE POST MOUNTED, &quot;PIONEER WY CLOSED FOR BRIDGE WORK&quot;</td>
</tr>
<tr>
<td>2</td>
<td>TYPE III BARRICADE (1)</td>
<td>PIONEER WY.</td>
<td>9'</td>
<td>5'</td>
<td>X</td>
<td>---</td>
<td>---</td>
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<td>---</td>
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<td>SEE BARRICADE DETAIL B</td>
</tr>
<tr>
<td>3</td>
<td>TYPE III BARRICADE (1)</td>
<td>PIONEER WY.</td>
<td>9'</td>
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<td>---</td>
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<td>---</td>
<td>---</td>
<td>SEE BARRICADE DETAIL C</td>
</tr>
<tr>
<td>4</td>
<td>R1-3-6</td>
<td>SAME AS ABOVE</td>
<td>46'</td>
<td>30'</td>
<td>IV</td>
<td>---</td>
<td>---</td>
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<td>---</td>
<td>MOUNTED ABOVE BARRICADE NO. 6</td>
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<tr>
<td>5</td>
<td>TYPE III BARRICADE (1)</td>
<td>PIONEER WY.</td>
<td>9'</td>
<td>5'</td>
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<td>MOUNTED ABOVE BARRICADE DETAIL C</td>
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<tr>
<td>6</td>
<td>TYPE III BARRICADE (1)</td>
<td>PIONEER WY.</td>
<td>9'</td>
<td>5'</td>
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<td>MOUNTED ABOVE BARRICADE DETAIL C</td>
</tr>
<tr>
<td>7</td>
<td>R1-3-6</td>
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<td>46'</td>
<td>30'</td>
<td>IV</td>
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<td>---</td>
<td>MOUNTED ABOVE BARRICADE NO. 7</td>
</tr>
<tr>
<td>8</td>
<td>TYPE III BARRICADE (1)</td>
<td>PIONEER WY.</td>
<td>9'</td>
<td>5'</td>
<td>X</td>
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<td>MOUNTED ABOVE BARRICADE DETAIL C</td>
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<tr>
<td>9</td>
<td>R1-3-6</td>
<td>SAME AS ABOVE</td>
<td>46'</td>
<td>30'</td>
<td>IV</td>
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<td>MOUNTED ABOVE BARRICADE NO. 7</td>
</tr>
<tr>
<td>10</td>
<td>M50-3</td>
<td>PIONEER WY., 500 FT SOUTH OF BARRICADE NO. 9</td>
<td>48'</td>
<td>30'</td>
<td>IV (A)</td>
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<td>SEE BARRICADE DETAIL B</td>
</tr>
<tr>
<td>11</td>
<td>M4-14 BUDD</td>
<td>1/4 PIONEER WY., 500 FT SOUTH OF OLD COWCHE RD</td>
<td>30'</td>
<td>24'</td>
<td>X (A)</td>
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<td>MOUNTED ABOVE SIGN NO. 11, &quot;Pioneer Way&quot;</td>
</tr>
<tr>
<td>12</td>
<td>E3-201</td>
<td>SAME AS ABOVE</td>
<td>60'</td>
<td>9'</td>
<td>X</td>
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<td>MOUNTED ABOVE SIGN NO. 11, &quot;Pioneer Way&quot;</td>
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<tr>
<td>13</td>
<td>M4-12R</td>
<td>SUMMITVIEW RD., 75 FT SOUTHEAST OF COWCHE RD.</td>
<td>46'</td>
<td>16'</td>
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<td>MOUNTED ABOVE SIGN NO. 12, &quot;Pioneer Way&quot;</td>
</tr>
<tr>
<td>14</td>
<td>E3-201</td>
<td>SAME AS ABOVE</td>
<td>60'</td>
<td>9'</td>
<td>X</td>
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<td>MOUNTED ABOVE SIGN NO. 12, &quot;Pioneer Way&quot;</td>
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<tr>
<td>15</td>
<td>M4-12R</td>
<td>SUMMITVIEW RD., 150 FT NORTHWEST OF N. PIONEER WY</td>
<td>46'</td>
<td>16'</td>
<td>X (A)</td>
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<td>MOUNTED ABOVE SIGN NO. 12, &quot;Pioneer Way&quot;</td>
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<tr>
<td>16</td>
<td>E3-201</td>
<td>SAME AS ABOVE</td>
<td>60'</td>
<td>9'</td>
<td>X</td>
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<td>---</td>
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<td>MOUNTED ABOVE SIGN NO. 12, &quot;Pioneer Way&quot;</td>
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<tr>
<td>17</td>
<td>R1-3-6 BUDD</td>
<td>SUMMITVIEW RD., 150 FT SOUTHEAST OF PIONEER WY.</td>
<td>78'</td>
<td>30'</td>
<td>IV (A)</td>
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<td>---</td>
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<td>DOUBLE POST MOUNTED, &quot;PIONEER WY CLOSED 2 MILES AHEAD&quot;</td>
</tr>
<tr>
<td>18</td>
<td>M4-14L</td>
<td>SAME AS ABOVE</td>
<td>46'</td>
<td>16'</td>
<td>X</td>
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<td>---</td>
<td>---</td>
<td>MOUNTED ABOVE SIGN NO. 12, &quot;Pioneer Way&quot;</td>
</tr>
</tbody>
</table>

**Notes:**
1. MUTCD Manual (Uniform Traffic Control Devices).
2. For structure and marking details, see Standard Plans for Road and Bridge Construction, Series 6.
3. For pole references and standard sign layout details, see Standard Highway Sign Manual.
4. Resistance from the existing shoulder, or face of curb, to the sign post.
5. All signs, posts, and any other traffic control devices shall be supplied, erected, and maintained by the contractor.
6. The posts shall not project above the signs.

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**Specifications:**

- WOOD 4' x 4' or TELESPAR 2 1/2' x 2 1/2'

**Note:** The contractor is responsible for submitting alternate traffic control plans to the project engineer for review and approval. The altered plans will not be allowed unless otherwise approved by the engineer. See special provisions.
**YAKIMA COUNTY PUBLIC SERVICES**
**ADVANCE ROAD NAME SIGN SPECIFICATIONS**

**SIGN FACE**
DS-201 1 1/2" RADIUS

**w Wapato Rd**

**VARIABLE (10' MAXIMUM)**

**COLORS**
- Legend: Black (RFL)
- Background: Orange (RFL)

**ALL LEGEND SHALL BE SERIES C**

**LETTERING**
- 6" U.S. A.F.P.L.
- 5" U.S. A.F.P.L.
- 5" U.S. A.F.P.L.

**ROAD CLOSED**

**TYPICAL SIGN INSTALLATION**
NTS