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# **CONTRACT PROVISIONS AND PLANS**

**FOR CONSTRUCTION OF:**

**RURAL ROADS SAFETY PROGRAM 2010  
RUN-OFF-ROAD & INTERSECTION  
SAFETY PROJECT - GUARDRAIL**

**C.R.P.'s No. 3000-15 & 9010-10**

**FEDERAL AID No.: HSIP-STPR-000S(366)**

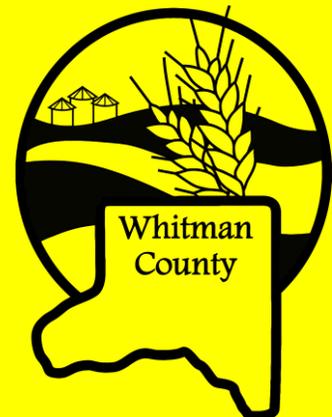
**CONTRACT No.: TA 5203**

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**WHITMAN COUNTY  
DEPARTMENT OF  
PUBLIC WORKS**

**COLFAX, WASHINGTON**





WHITMAN COUNTY  
Department of Public Works

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RURAL ROADS SAFETY PROGRAM 2010  
RUN-OFF-ROAD & INTERSECTION SAFETY PROJECT - GUARDRAIL  
C.R.P. No. 3000-15  
C.R.P. No. 9010-10

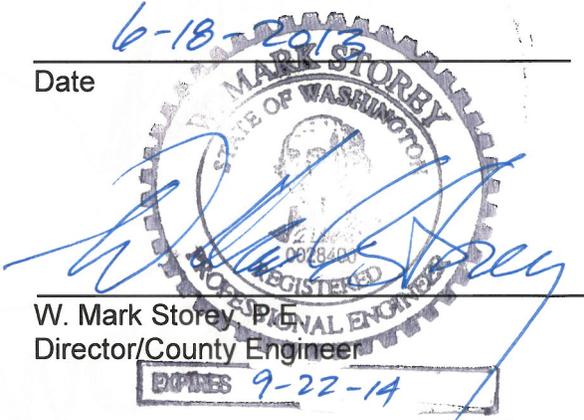
NOTICE TO ALL PLAN HOLDERS

Attached are the plans and specifications for the above referenced project. Questions may be addressed to the Whitman County Engineering Department at the Whitman County Engineer's Office, North 310 Main, Second Floor of the Public Service Building, Colfax, Washington.

PLAN FEE: \$40.00 (Non-Refundable)

APPROVED:

Date

6-18-2013  
  
W. Mark Storey, P.E.  
Director/County Engineer  
EXPIRES 9-22-14



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## INTRODUCTION

JANUARY 2, 2012

The following Amendments and Special Provisions shall be used in conjunction with the 2012 Standard Specifications for Road, Bridge, and Municipal Construction.

## AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

## SECTION 1-01, DEFINITIONS AND TERMS

AUGUST 6, 2012

### 1-01.3 Definitions

The definition for **“Bid Documents”** is revised to read:

The component parts of the proposed Contract which may include, but are not limited to, the Proposal Form, the proposed Contract Provisions, the proposed Contract Plans, Addenda, and, for projects with Contracting Agency subsurface investigations, the Summary of Geotechnical Conditions and subsurface boring logs (if any).

The definition for **“Superstructures”** is revised to read:

The part of the Structure *above*:

1. The bottom of the grout pad for the simple and continuous span bearing, or
2. The bottom of the block supporting the girder, or
3. Arch skewback and construction joints at the top of vertical abutment members or rigid frame piers.

Longitudinal limits of the Superstructure extend from end to end of the Structure in accordance with the following criteria:

1. From the face of end diaphragm abutting the bridge approach embankment for end piers without expansion joints, or
2. From the end pier expansion joint for bridges with end pier expansion joints.

Superstructures include, but are not limited to, the bottom slab and webs of box girders, the bridge deck and diaphragms of all bridges, and the sidewalks when shown on the bridge deck. The Superstructure also includes the girders, expansion joints, bearings, barrier, and railing attached to the Superstructure when such Superstructure components are not otherwise covered by separate unit measured or lump sum bid items.

Superstructures do not include endwalls, wingwalls, barrier and railing attached to the wingwalls, and cantilever barriers and railings unless supported by the Superstructure.

## **SECTION 1-02, BID PROCEDURES AND CONDITIONS**

JANUARY 2, 2012

### **1-02.4(2) Subsurface Information**

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

If the Contracting Agency has made subsurface investigation of the site of the proposed work, the boring log data, soil sample test data, and geotechnical recommendations reports obtained by the Contracting Agency will be made available for inspection by the Bidders at the location specified in the Special Provisions. The Summary of Geotechnical Conditions, as an appendix to the Special Provisions, and the boring logs shall be considered as part of the Contract.

## **SECTION 1-03, AWARD AND EXECUTION OF CONTRACT**

APRIL 2, 2012

### **1-03.1(1) Tied Bids**

This section's title is revised to read:

#### **1-03.1(1) Identical Bid Totals**

## **SECTION 1-05, CONTROL OF WORK**

AUGUST 6, 2012

### **1-05.13(1) Emergency Contact List**

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

The list shall include, at a minimum, the Prime Contractor's Project Manager, or equivalent, the Prime Contractor's Project Superintendent, the Erosion and Sediment Control (ESC) Lead and the Traffic Control Supervisor.

## **SECTION 1-06, CONTROL OF MATERIAL**

JANUARY 7, 2013

### **1-06.1(4) Fabrication Inspection Expense**

The first paragraph is revised to read:

In the event the Contractor elects to have items fabricated beyond 300 miles from Seattle, Washington, the Contracting Agency will deduct from payment due the Contractor costs to perform fabrication inspection on the following items:

- Bridge Bearings (Cylindrical, Disc, Fabric Pad, Pin, Pendulum, Rocker, and Spherical)
- Cantilever Sign Structures and Sign Bridges
- Epoxy-Coated Reinforcing Steel
- Metal Bridge Railing and Handrail

- Modular Expansion Joints
- Painted Piling and Casing
- Painted and Powder-Coated Luminaire and Signal Poles
- Precast Concrete Catch Basins, Manholes, Inlets, Drywells, and Risers
- Precast Concrete Drain, Perforated Underdrain, Culvert, Storm Sewer, and Sanitary Sewer Pipe
- Precast Concrete Three Sided Structures
- Precast Concrete Junction Boxes, Pull Boxes, Cable Vaults, Utility Vaults, and Box Culverts
- Precast Concrete Traffic Barrier
- Precast Concrete Marine Pier Deck Panels
- Precast Concrete Floor Panels
- Precast Concrete Structural Earth Walls, Noise Barrier Walls, and Wall Stem Panels
- Precast Concrete Retaining Walls, including Lagging Panels
- Prestressed Concrete Girders and Precast Bridge Components
- Prestressed Concrete Piles
- Seismic Retrofit Earthquake Restrainers
- Soldier Piles
- Steel Bridges and Steel Bridge Components
- Steel Column Jackets
- Structural Steel for Ferry Terminals, including items such as Dolphins, Wingwalls, and Transfer Spans
- Treated Timber and Lumber 6-inch by 6-inch or larger
- Timber
- Additional items as may be determined by the Engineer

The footnote below the table is revised to read:

- \* An inspection day includes any calendar day or portion of a calendar day spent by one inspector inspecting, on standby, or traveling to and from a place of fabrication. An additional cost per inspection day will be assessed for each additional inspector. Reimbursement will be assessed at \$280.00 per day for weekends and holidays for each on site inspector in travel status, but not engaged in inspection or travel activities when fabrication activities are not taking place.

## **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

APRIL 1, 2013

### **1-07.1 Laws to be Observed**

The following two sentences are inserted after the first sentence in the third paragraph:

In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically WAC 296.800.11025 prohibits alcohol and narcotics from the workplace.

### **1-07.9(2) Posting Notices**

This section is revised to read:

Notices and posters shall be placed in areas readily accessible to read by employees. The Contractor shall ensure the following are posted:

1. EEOC - P/E-1 (revised 11/09) - Equal Employment Opportunity is THE LAW published by US Department of Labor. Post for projects with federal-aid funding
2. FHWA-1022 (revised 11/11) - NOTICE Federal-Aid Project published by Federal Highway Administration (FHWA). Post for projects with federal-aid funding
3. WH 1321 (revised 04/09) - Employee Rights under the Davis-Bacon Act published by US Department of Labor. Post for projects with federal-aid funding
4. WHD 1088 (revised 07/09) - Employee Rights under the Fair Labor Standards Act published by US Department of Labor. Post on all projects
5. WHD - 1420 (revised 01/09) - Employee Rights and Responsibilities under The Family and Medical Leave Act published by US Department Of Labor. Post on all projects
6. WHD-1462 (revised 01/12) – Employee Polygraph Protection Act published by US Department of Labor. Post on all projects
7. F416-081-909 (revised 12/12) - Job Safety and Health Law published by Washington State Department of Labor and Industries. Post on all projects
8. F242-191-909 (revised 12/12) - Notice to Employees published by Washington State Department of Labor and Industries. Post on all projects
9. F700-074-909 (revised 12/12) - Your Rights as a Worker in Washington State by Washington State Department of Labor and Industries (L&I). Post on all projects
10. EMS 9874 (revised 04/12) - Unemployment Benefits published by Washington State Employee Security Department. Post on all projects
11. Post one copy of the approved “Statement of Intent to Pay Prevailing Wages” for the Contractor, each Subcontractor, each lower tier subcontractor, and any other firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of RCW 39.12 because of the definition of “Contractor” in WAC 296-127-010
12. Post one copy of the prevailing wage rates for the project

#### **1-07.9(5) Required Documents**

Item number 2. in the first paragraph is revised to read:

2. A copy of an approved “Affidavit of Prevailing Wages Paid”, State L&I’s form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the Project Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by State L&I and a copy of all the approved forms have been submitted to the Engineer.

#### **1-07.14 Responsibility for Damage**

The fifth paragraph is revised to read:

Pursuant to RCW 4.24.115, if such claims, suits, or actions result from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the Contractor or the Contractor's agent or employees, the indemnity provisions provided in the preceding paragraphs of this Section shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of its agents and employees.

#### **1-07.15 Temporary Water Pollution/Erosion Control**

The third paragraph is deleted.

### **SECTION 1-08, PROSECUTION AND PROGRESS**

APRIL 1, 2013

#### **1-08.1 Subcontracting**

In the eighth paragraph, "Contracting Agency" is revised to read "WSDOT".

#### **1-08.3(1) General Requirements**

The following new paragraph is inserted after the first paragraph:

Total float belongs to the project and shall not be for the exclusive benefit of any party.

#### **1-08.5 Time for Completion**

The last paragraph in this section is supplemented with the following:

- e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors

#### **1-08.7 Maintenance During Suspension**

The second paragraph is revised to read:

At no expense to the Contracting Agency, the Contractor shall provide through the construction area safe, smooth, and unobstructed roadways and pedestrian access routes for public use during the suspension (as required in Section 1-07.23 or the Special Provisions.) This may include a temporary road, alternative pedestrian access route or detour.

### **SECTION 1-09, MEASUREMENT AND PAYMENT**

APRIL 1, 2013

#### **1-09.1 Measurement of Quantities**

The following new sentence is inserted after the sentence "'Ton':2,000 pounds of avoiddupois weight":

Items of payment that have "Lump Sum" or "Force Account" in the Bid Item of Work shall have no specific unit of measurement requirement.

#### **1-09.2(5) Measurement**

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

The frequency of verification checks will be such that at least one test weekly is performed for each scale used in weighing contract items of Work.

### **1-09.6 Force Account**

In item No. 3. **For Equipment**, the last sentence in the third sub-paragraph is revised to read:

In the event that prior quotations are not obtained and the vendor is a firm independent from the Contractor or Subcontractor, then after-the-fact quotations may be obtained by the Engineer from the open market in the vicinity and the lowest such quotation may be used in place of submitted invoice.

## **SECTION 8-11, GUARDRAIL**

AUGUST 6, 2012

### **8-11.3(1)D Removing Guardrail and Guardrail Anchor**

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

Removal of the various types of guardrail shall include removal of the rail, cable elements, hardware, and posts, including transition sections, expansion sections, terminal sections and the rail element of anchor assemblies. Removal of the various types of guardrail anchors shall include removal of the anchor assembly, including concrete bases, rebar, steel tubes, and any other appurtenances in the anchor assembly.

### **8-11.4 Measurement**

The seventh paragraph is revised to read:

Measurement of removal of guardrail will be by the linear foot measured along the line of guardrail removed including transition sections, expansion sections, guardrail anchor rail elements and terminal sections.

### **8-11.5 Payment**

The paragraph following the bid item "Removing Guardrail Anchor", per each is revised to read:

The unit Contract price per each for "Removing Guardrail Anchor" shall be full payment for all costs to perform the Work as described in Section 8-11.3(1)D, including rail removal, if there isn't a Bid Item for Removing Guardrail in the run of guardrail connecting to the anchor.

## **SECTION 9-16, FENCE AND GUARDRAIL**

JANUARY 7, 2013

### **9-16.1(1)A Post Material for Chain Link Fence**

The first paragraph is revised to read:

Except as noted otherwise, post material shall conform to the requirements of AASHTO M 181, Type 1 (zinc-coated steel), Grade 1 or 2, and shall include all round and roll-formed material (line posts, brace posts, end posts, corner posts, and pull posts).

The last sentence in the fourth paragraph is deleted.

### **9-16.1(1)C Tension Wire and Tension Cable**

This section including title is revised to read:

#### **9-16.1(1)C Tension Wire**

Tension wire shall meet the requirements of AASHTO M 181. Tension wire galvanizing shall be Class 1.

#### **9-16.1(1)D Fittings and Hardware**

The second sentence in the first paragraph is deleted.

The last paragraph is deleted.

#### **9-16.1(2) Approval**

This section is deleted.

#### **9-16.2(2) Approval**

This section is deleted.

#### **9-16.4(2) Wire Mesh**

This section is revised to read:

The galvanized wire mesh shall be a Style 1 double-twisted hexagonal mesh conforming to ASTM A 975 with 8 by 10 opening, except when a colorized, polyvinyl chloride coating is required then the Style shall be a Style 3.

The longitudinal edges of the wire mesh fabric shall have knuckled selvages with continuous selvedge wire as specified in ASTM A 975.

#### **9-16.4(3) Wire Rope**

This section is revised to read:

Wire rope shall be  $\frac{3}{4}$ - inch-diameter, independent wire rope class (IWRC) 6x19, extra improved plow steel (EIP) wire rope galvanized in accordance with ASTM A1023. Each lot of wire rope shall be accompanied by a Manufacturer's Certificate of Compliance, a mill certificate, and a test report showing the wire rope meets the minimum breaking force requirements of ASTM A 1023.

#### **9-16.4(4) Hardware**

This section is revised to read:

Weldless steel rings shall be drop-forged steel and heat treated after forging; have a single pull, working load limit of at least 10,000 lbs; and meet performance requirements of Federal Specification RR-C-271D Type VI.

Thimbles required for all wire rope loops shall be standard weight, galvanized, and meet performance requirements of Federal Specification FF-T-276b Type II.

Wire rope clips shall have drop-forged steel bases, be galvanized, and meet performance requirements of Federal Specification FF-C-450 Type I Class 1.

#### **9-16.4(5) Hog Rings and Tie Wire**

This section including title is revised to read:

#### **9-16.4(5) Fasteners and Lacing Wire**

Fasteners shall consist of 11 gauge high tensile steel. Lacing wire shall consist of 9 gauge, zinc-coated steel wire conforming to ASTM A 641.

#### **9-16.4(6) Grout**

This section including title is deleted.

#### **9-16.4(7) Anchor**

This section including title and section number is revised to read:

##### **9-16.4(6) Ground Anchors**

Threaded bar ground anchors shall be deformed, continuously threaded, steel reinforcement bars conforming to either Section 9-07.2 or Section 9-07.11. Threaded bar ground anchors shall be either epoxy-coated in accordance with Sections 6-02.3(24)H and 9-07.3 or galvanized after fabrication in accordance with ASTM A 767 Class I.

Hollow-core anchor bars shall have continuous threads/deformations and be fabricated from steel tubing conforming to ASTM A 519. Couplers and nuts shall provide 100% of the guaranteed minimum tensile strength of the hollow core anchor bars.

Bearing plates shall conform to ASTM A 572 Grade 50 and shall be galvanized after fabrication in accordance with AASHTO M 111. Nuts shall conform to either AASHTO M 291 Grade B, hexagonal, or Section 9-07.11. Nuts shall be galvanized after fabrication in accordance with AASHTO M 111 for plate washers and AASHTO M 232 for all other hardware.

Grout for ground anchors shall be Grout Type 2 for Nonshrink Applications, conforming to Section 9-20.3(2).

Concrete for soil anchor deadmen shall be either commercial concrete conforming to 8 Section 6-02.3(2)B or Class 3000 conforming to Section 6-02.

Steel reinforcing bars for soil anchor deadmen shall conform to Section 9-07.2, and shall be epoxy-coated in accordance with Sections 6-02.3(24)H and 9-07.3.

#### **9-16.6(3) Posts**

This section is revised to read:

Line posts for Types 1 and 2 glare screens shall be 2 inch inside diameter galvanized steel pipe with a nominal weight of 3.65 pounds per linear foot. End, corner, brace, and pull posts for Type 1 Design A and B and Type 2 shall be 2 ½ inch inside diameter galvanized steel pipe with a nominal weight of 5.79 pounds per linear foot. Intermediate pull posts (braced line posts) shall be as specified for line posts.

The base material for the manufacture of steel pipes used for posts shall conform to the requirements of ASTM A 53, except the weight tolerance on tubular posts shall be applied as provided below.

Posts provided for glare screen will have an acceptance tolerance on the weight per linear foot, as specified, equal to plus or minus 5 percent. This tolerance will apply to each individual post.

All posts shall be galvanized in accordance with AASHTO M 181 Section 32. The minimum average zinc coating is per square foot of surface area. This area is defined as the total area inside and outside. A sample for computing the average of mass of coating is defined as a 12-inch piece cut from each end of the galvanized member.

#### **9-16.6(5) Cable**

This section including title is revised to read:

#### **9-16.6(5) Vacant**

#### **9-16.6(6) Cable and Tension Wire Attachments**

This section including title is revised to read:

#### **9-16.6(6) Tension Wire Attachments**

All tension wire attachments shall be galvanized steel conforming to the requirements of AASHTO M 232 unless otherwise specified. Eye bolts shall have either a shoulder or a back-up nut on the eye end and be provided with an eye nut where needed or standard hex nut and lock washer  $\frac{3}{8}$ -inch diameter for tension wire and of sufficient length to fasten to the type of posts used. Turnbuckles shall be of the shackle end type,  $\frac{1}{2}$  inch diameter, with standard take-up of 6 inches and provided with  $\frac{3}{8}$  inch diameter pins.

#### **9-16.6(9) Fabric Bands and Stretcher Bars**

The first paragraph is revised to read:

Fabric bands shall be  $\frac{1}{8}$  inch by 1 inch nominal. Stretcher bars shall be  $\frac{3}{16}$  inch by  $\frac{3}{4}$  inch nominal or  $\frac{5}{16}$  inch diameter round bar nominal. A  $\frac{5}{16}$  inch diameter round stretcher bar shall be used with Type 1. Nominal shall be construed to be the area of the cross section of the shape obtained by multiplying the specified width by thickness. A variation of minus 5-percent from this theoretical area shall be construed as "nominal" size. All shall be galvanized to meet the requirements of ASTM F 626.

## **SPECIAL PROVISIONS**

### **INTRODUCTION TO THE SPECIAL PROVISIONS**

JULY 31, 2007 (APWA GSP) INTRO

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2012 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 date of the GSP and its source, as follows:

May 18, 2007 (APWA GSP)  
August 7, 2006 (WSDOT GSP)  
April 2, 2007 (WC 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
- Standard Plans, current edition

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

## **DIVISION 1 GENERAL REQUIREMENTS**

(WSDOT GSP) DIVISION1.GR1

### **DESCRIPTION OF WORK**

(WSDOT GSP) DESWORK.GR1

### **LOCATION OF PROJECT**

MAY 8, 1996 (WC GSP) LOCATION

The project is located as follows:

County Road No. 3000, Pine City-Malden Road, between mileposts 0.00 and 1.75, south of Rosalia, Washington.

County Road No. 3000, Pine City-Malden Road, between mileposts 10.63 and 11.50, approximately 1 mile southwest of Pine City, Washington.

County Road No. 9010, Wawawai-Pullman Road, between mileposts 5.60 and 7.34, approximately 5 miles southwest of Pullman, Washington.

### **DESCRIPTION OF WORK**

MARCH 13, 1995 (WSDOT GSP) DESWORK1.FR1

This contract provides for the installation of guardrail, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

## **DEFINITIONS AND TERMS**

(APWA GSP) 1-01.GR1

### **DEFINITIONS**

MARCH 13, 2012 (APWA GSP) 1-01.3

Delete the heading **Completion Dates** and the three paragraphs that follow it of Section 1-01.3, 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.

**BID PROCEDURES AND CONDITIONS**

(WSDOT GSP) 1-02.GR1

**PRE-BID SHOWING**

APRIL 7, 1995 (WC GSP) PREBID

The project is scheduled for a pre-bid showing to all prospective bidders on **Thursday, August 1, 2013**. All interested bidders are invited to meet at the County Engineer's Office, North 310 Main Street, 2nd Floor, Colfax, Washington at **1:00 p.m.** Pacific Daylight Savings Time.

## QUALIFICATIONS OF BIDDER

JANUARY 24, 2011 (APWA GSP) 1-02.1

Delete Section 1-02.1 and replace it with the following:

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.

## PLANS AND SPECIFICATIONS

JUNE 27, 2011 (APWA GSP) 1-02.2

Delete Section 1-02.2 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:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	3	Furnished only upon request.

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.

## PREPARATION OF PROPOSAL

(WSDOT GSP) 1-02.6.GR1

(WSDOT GSP) 1-02.6.INST1.GR1

Section 1-02.6 is supplemented with the following:

AUGUST 2, 2004 (WSDOT GSP) 1-02.6.OPT5.GR1

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

## BID DEPOSIT

MARCH 8, 2013 (APWA GSP) 1-02.7

Supplement Section 1-02.7 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.

## **DELIVERY OF PROPOSAL**

AUGUST 15, 2012 (APWA GSP) 1-02.9 OPTION A

Delete Section 1-02.9 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.

## **PUBLIC OPENING OF PROPOSALS**

(WSDOT GSP) 1-02.12.GR1

(WSDOT GSP) 1-02.12.INST1.GR1

Section 1-02.12 is supplemented with the following:

NOVEMBER 20, 2000 (WC GSP) 1-02.12

### **Date of Opening Bids**

Sealed bids will be received by the Board of County Commissioners of Whitman County, State of Washington, at its office in the Whitman County Courthouse, N. 400 Main Street, Colfax, Washington, until **11:00 a.m. Pacific Daylight Savings Time, on Monday, August 12, 2013** at which time all bids will be opened and publicly read.

## **IRREGULAR PROPOSALS**

MARCH 13, 2012 (APWA GSP) 1-02.13

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 bidders 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
  - l. More than one proposal is submitted for the same project from a Bidder under the same or different names.

## **PRE AWARD INFORMATION**

OCTOBER 1, 2005 (APWA GSP) 1-02.15

Revise Section 1-02.15 to read:

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

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

## AWARD AND EXECUTION OF CONTRACT

(WSDOT GSP) 1-03.GR1

### CONTRACT BOND

(WSDOT GSP) 1-03.4.GR1

(WSDOT GSP) 1-03.4.INST1.GR1

Section 1-03.4 is supplemented with the following:

JUNE 27, 2011 (WSDOT GSP) 1-03.4.OPT1.GR1

Release of Contract Bond will be 60 days following Contracting Agency Final Acceptance of Contract, provided following conditions are met:

1. Payment to the State with respect to taxes imposed pursuant to Title 82, RCW on Contracts totaling more than \$ 35,000, a release has been obtained from the Washington State Department of Revenue.
2. Affidavits of Wages Paid for the Contractor and all Subcontractors are on file with the Contracting Agency (RCW 39.12.040).
3. A certificate of Payment of Contributions Penalties and Interest on Public Works Contract is received from the Washington State Employment Security Department.
4. Washington State Department of Labor and Industries (per Section 1-07.10) shows the Contractor, Subcontractor(s) and any lower tier Subcontractor(s) are current with payments of industrial insurance and medical aid premiums.
5. All claims, as provided by law, filed against the Contract Bond have been resolved.

OCTOBER 1, 2005 (APWA GSP) 1-03.4

Revise the first paragraph of Section 1-03.4 to read:

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

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

president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

## **CONTROL OF WORK**

(WSDOT GSP) 1-05.GR1

### **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

OCTOBER 1, 2005 (APWA GSP) 1-05.7

Supplement Section 1-05.7 with the following:

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

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

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

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

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

### **FINAL INSPECTION**

OCTOBER 1, 2005 (APWA GSP) 1-05.11

Delete Section 1-05.11 and replace it with the following:

#### **1-05.11 Final Inspections and Operational Testing**

##### **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 therefore.

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.

## **SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR**

MARCH 25, 2009 (APWA GSP) 1-05.13

Revise the seventh paragraph of Section 1-05.13 to read:

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

## **METHOD OF SERVING NOTICES**

MARCH 25, 2009 (APWA GSP) 1-05.15

Revise the second paragraph of Section 1-05.15 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.

## **WATER AND POWER**

OCTOBER 1, 2005 (APWA GSP) 1-05.16

Add the following new Section 1-05.16:

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.

## **ORAL AGREEMENTS**

OCTOBER 1, 2005 (APWA GSP) 1-05.17

Add the following new Section 1-05.17:

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.

## **CONTROL OF MATERIAL**

(WSDOT GSP) 1-06.GR1

## **BUY AMERICA**

(WSDOT GSP) 1-06.INST1.GR1

Section 1-06 is supplemented with the following:

### **Buy America**

(WSDOT GSP) 1-06.OPT1.GR1

AUGUST 6, 2012 (WSDOT GSP) 1-06.OPT1(A).GR1

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.

## **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

(WSDOT GSP) 1-07.GR1

### **LAWS TO BE OBSERVED**

OCTOBER 1, 2005 (APWA GSP) 1-07.1

Supplement Section 1-07.1 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.

## **STATE SALES TAX**

(WSDOT GSP) 1-07.2.GR1

JUNE 27, 2011 (APWA GSP) 1-07.2

Delete Section 1-07.2, including its sub-sections, in its entirety and replace it with the following:

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.

## **1-07.2(3) Services**

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

(WSDOT GSP) 1-07.2.INST2.GR1

The third paragraph of Section 1-07.2 is revised to read:

JUNE 27, 2011 (WSDOT GSP) 1-07.2.OPT4.GR1

The Contracting Agency will release the Contract Bond only if the Contractor has obtained from the State Department of Revenue a certificate showing that all Contract-related taxes have been paid.

(WSDOT GSP) 1-07.2.INST3.GR1

Section 1-07.2 is supplemented with the following:

MARCH 13, 1995 (WSDOT GSP) 1-07.2.OPT10.GR1

The work on this contract is to be performed upon lands whose ownership obligates the Contractor to pay Sales Tax. The provisions of Section 1-07.2(1) apply.

## **ENVIRONMENTAL REGULATIONS**

(WSDOT GSP) 1-07.5.GR1

(WSDOT GSP) 1-07.5.INST1.GR1

Section 1-07.5 is supplemented with the following:

### **Environmental Commitments**

SEPTEMBER 20, 2010 (WSDOT GSP) 1-07.5.OPT.GR1

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the various documents referenced in the Special Provision PERMITS AND LICENSES. Throughout the work, the Contractor shall comply with the following requirements:

AUGUST 3, 2009 (WSDOT GSP) 1-07.5.OPT1(X).FR1

No Contractor staging areas will be allowed within 50 feet of any waters of the State including wetlands.

### **Payment**

AUGUST 3, 2009 (WSDOT GSP) 1-07.5.OPT2.GR1

All costs to comply with this special provision for the environmental commitments and requirements are incidental to the contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated bid prices of the contract.

## **LOAD LIMITS**

(WSDOT GSP) 1-07.7.GR1

(WSDOT GSP) 1-07.7.INST1.GR1

Section 1-07.7 is supplemented with the following:

MARCH 13, 1995 (WSDOT GSP) 1-07.7.OPT6.GR1

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.

## **WAGES**

(WSDOT GSP) 1-07.9.GR1

### **General**

(WSDOT GSP) 1-07.9(1).GR1

(WSDOT GSP) 1-07.9(1).INST1.GR1

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

JANUARY 8, 2013 (WSDOT GSP) 1-07.9(1).OPT1.GR1

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. WA130001.

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

## **REQUIRED DOCUMENTS**

JANUARY 24, 2011 (APWA GSP) 1-07.9(5)

Supplement Section 1-07.9(5) with the following:

The Contractor or subcontractor directly contracting for "Off-Site, Prefabricated, Non-Standard, Project Specific Items" as defined below shall identify and report information required on the addendum to the "Affidavit of Wages Paid" form filed with the Department of Labor and Industries [form F700-164-000]. The Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the

reporting requirements for “Off-Site, Prefabricated, Non-Standard, Project Specific Item” on the Affidavit of Wages Paid form addendum.

The reporting requirement for Items shall apply for all public works contracts estimated to cost over \$1 million entered into by the Contracting Agency and Contractor between September 1, 2010 through December 31, 2013.

"Off-site, prefabricated, nonstandard, project specific items" means products or items that are:

1. Made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems, or sheet metal and sheet metal duct work; and
2. Produced specifically for this Project and not considered to be regularly available shelf items; and
3. Produced or manufactured by labor expended to assemble or modify standard items; and
4. Produced at an off-site location outside the State of Washington.

The Contractor or subcontractor shall comply with the reporting requirements and instructions on the Affidavit of Wages Paid form, and shall report the following information on the Affidavit of Wages Paid form submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of “Off-Site, Prefabricated, Non-Standard, Project Specific” items:

1. The estimated cost of the project;
2. The name of the Contracting Agency and the project title;
3. The contract value of the off-site, prefabricated, nonstandard, project specific items produced outside of Washington State, including labor and materials; and
4. The name, address, and federal employer identification number of the contractor that produced the off-site, prefabricated, nonstandard, project specific items.

The Contracting Agency may direct the Contractor, at no additional cost to the Contracting Agency, to remove and substitute any subcontractor(s) found to be out of compliance with the “Off-Site Prefabricated Non-Standard Project Specific Items” reporting requirements more than one time as determined by the Department of Labor and Industries.

## **REQUIREMENTS FOR NONDISCRIMINATION**

(WSDOT GSP) 1-07.11.GR1

(WSDOT GSP) 1-07.11.INST1.GR1

Section 1-07.11 is supplemented with the following:

APRIL 1, 2013 (WSDOT GSP) 1-07.11.OPT1.GR1

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

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

Women - Statewide

Timetable Goal

Until further notice 6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

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:

District Director  
U.S. Department of Labor, OWCP  
300 Fifth Avenue, Suite 1050F  
Seattle, WA 98104-2429  
(206) 470-3100 Phone  
(206) 470-3101 Fax  
Accommodation Line (Dedicated line for individuals with hearing impairments): (206) 504-5195

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>

### **Disadvantaged Business Enterprise Participation**

MAY 7, 2012 (WSDOT GSP) 1-07.11.OPT2.GR1

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this Contract. As such, the requirements of this Contract are to make affirmative efforts to solicit DBEs, provide information on who submitted a Bid or quote and to report DBE participation quarterly as described elsewhere in these Contract Provisions. No preference will be included in the evaluation of Bids/Proposals, no minimum level of DBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

### **DBE Goals**

No DBE goals have been assigned as part of this Contract.

### **Affirmative Efforts to Solicit DBE Participation**

DBE firms shall have an equal opportunity to compete for subcontracts in which the Contractor enters into pursuant to this Contract.

Contractors are encouraged to:

1. Advertise opportunities for Subcontractors or suppliers in a timely and reasonably designed manner to provide notice of the opportunity to DBEs capable of performing the Work. All advertisements should include a Contract Provision encouraging participation by DBE firms. This may be accomplished through general advertisements (e.g. newspapers, journals, etc.) or by soliciting Bids/Proposals directly from DBEs.

Note: A Directory of Certified DBE Firms denoting the Description of Work the DBE Contractors are certified to perform is available at:

[www.omwbe.wa.gov/certification/index.shtml](http://www.omwbe.wa.gov/certification/index.shtml).

The directory provides a 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.

2. Establish delivery schedules that encourage participation by DBEs and other small businesses.
3. Participate with a DBE as a joint venture.

### **DBE Eligibility/Selection of DBEs for Reporting Purposes Only**

Contractors may take credit for DBEs utilized on this Contract only if the firm is certified for the Work being performed.

Absent a mandatory goal, all DBE participation that is attained on this project will be considered as "race neutral" participation and shall be reported as such.

### **Crediting DBE Participation for Reporting Purposes**

#### **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 Contractor 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 distinct, clearly 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 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). The arrangement must not impact a DBE firm's ability to perform a Commercially Useful Function (CUF).
- 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.
- 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, so long as it is a distinct clearly defined portion of the Work that the DBE is performing 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 (CUF):

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 leaser'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:

1. 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.

2. 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 the OEO 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 is at:

[www.wsdot.wa.gov/equalopportunity](http://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.

#### **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 the Prime Contractor acts 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 it-self 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 to receive prior approval of a joint check arrangement will result in the joint check amount not counting towards the Prime Contractor's DBE goal.

#### **Commercially Useful Function (CUF)**

In any case, you may only take credit when the associated DBE that is determined to be performing a Commercially Useful Function (CUF).

- A DBE performs a CUF 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 CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed.

#### **Procedures Between Award and Execution**

After award and prior to Execution of the Contract, the successful Bidder shall provide additional information as described below. Failure to comply may result in the forfeiture of the Bidder's Proposal bond or deposit.

A list of all firms who submitted a Bid or quote in an attempt to participate in this project whether they were successful or not.

Include the correct business name, federal employer identification number (optional) and a mailing address.

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

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

### **Procedures after Execution**

#### **Reporting**

##### **Quarterly Report of Amounts Credited as DBE Participation Form #422-102**

The Prime Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation form (422-102 EF) on a quarterly basis for any calendar quarter in which DBE Work is accomplished or upon completion of the project, as appropriate. This is a record of payments to the DBE that the Prime Contractor is taking credit for as DBE participation. The dollars reported as specified in Crediting DBE Participation for Reporting Purposes section of this contract provision.

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

#### **Payment**

Compensation for all costs associated with complying with the conditions of this specification shall be included in payment for the associated Contract items of Work.

#### **Prompt Payment**

Prompt payment to all Subcontractors shall be in accordance with Section 1-08.1(1) of the Contract Provisions.

#### **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.

#### **Small Business Enterprise Participation**

JULY 1, 2013 (WSDOT GSP) 1-07.11.OPT6.GR1

The Small Business Enterprise (SBE) Program is an element of the Disadvantaged Business Enterprise (DBE) Program in accordance with the requirements of 49 CFR Part 26.39. As such, the requirements of this contract establish affirmative efforts to utilize SBE certified firms on construction projects. No preference will be included in the evaluation of Bids/Proposals. No minimum level of SBE participation shall be required as a Condition of Award and Bids/Proposals may not be rejected or considered non-responsive on that basis.

#### **Voluntary SBE Goals**

A voluntary goal amount of ten percent of the Contract bid amount is established.

The goal is voluntary, but achievement of the goal is encouraged. No preference will be included in the evaluation of bids/proposals. Bidders may contact the Washington State

Office of Minority and Women's Business Enterprises (OMWBE) at 360-664-9750 or visit [www.omwbe.wa.gov](http://www.omwbe.wa.gov) to obtain information on certified SBE firms.

### **Required SBE Participation Plan**

The Contractor shall submit a SBE Participation Plan prior to commencing contract work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

For SBE Participation Plan Drafting Guidelines, please visit:

[www.wsdot.wa.gov/equalopportunity](http://www.wsdot.wa.gov/equalopportunity).

### **Definitions**

Regardless of race or gender, a SBE is one certified by OMWBE as such, where the firm's:

- Three year averaged gross receipts are less than \$22.41 million dollars, with smaller industry standards applicable
- Is at least 51% owned and controlled by an individual or individuals with a personal net worth less than \$1.32 million dollars
- A Micro Small Business Enterprise is a firm certified as an SBE with average gross receipts for three years less than one million dollars

## **FEDERAL AGENCY INSPECTION**

(WSDOT GSP) 1-07.12.GR1

(WSDOT GSP) 1-07.12.INST1.GR1

Section 1-07.12 is supplemented with the following:

### **Required Federal Aid Provisions**

JULY 30, 2012 (WSDOT GSP) 1-07.12.OPT1.GR1

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.

## UTILITIES AND SIMILAR FACILITIES

(WSDOT GSP) 1-07.17.GR1

(WSDOT GSP) 1-07.17.INST1.GR1

Section 1-07.17 is supplemented with the following:

APRIL 2, 2007 (WSDOT GSP) 1-07.17.OPT1.FR1

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:

None known

## PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

JANUARY 24, 2011 (APWA GSP) 1-07.18

Delete Section 1-07.18 in its entirety, and replace it with the following:

### **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.

## **PUBLIC CONVENIENCE AND SAFETY**

(WSDOT GSP) 1-07.23.GR1

### **Construction Under Traffic**

(WSDOT GSP) 1-07.23(1).GR1

(WSDOT GSP) 1-07.23(1).INST1.GR1

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

#### **Work Zone Clear Zone**

JANUARY 2, 2012 (WSDOT GSP) 1-07.23(1).OPT2.GR1

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:

<b>Regulatory Posted Speed</b>	<b>Distance From Traveled Way (Feet)</b>
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

\* or 2-feet beyond the outside edge of sidewalk

#### **Minimum Work Zone Clear Zone Distance**

## **RIGHTS OF WAY**

OCTOBER 1, 2005 (APWA GSP) 1-07.24

Delete Section 1-07.24 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.

## **PROSECUTION AND PROGRESS**

(WSDOT GSP) 1-08.GR1

### **PRELIMINARY MATTERS**

MAY 25, 2006 (APWA GSP) 1-08.0

Add the following new section:

## 1-08.0 Preliminary Matters

MAY 25, 2006 (APWA GSP) 0800.1

### HOURS OF WORK

MARCH 8, 2013 (APWA GSP) 1-08.0(2)

Add the following new Section 1-08.0(2):

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.
- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

## **SUBCONTRACTING**

(WSDOT GSP) 1-08.1.GR1

(WSDOT GSP) 1-08.1.INST1.GR1

Section 1-08.1 is supplemented with the following:

OCTOBER 12, 1998 (WSDOT GSP) 1-08.1.OPT1.GR1

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision **FEDERAL AGENCY INSPECTION**.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (Form 420-004).

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

### **Subcontract Completion and Return of Retainage Withheld**

(WSDOT GSP) 1-08.1(1).GR1

(WSDOT GSP) 1-08.1(1).INST1.GR1

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

JUNE 27, 2011 (WSDOT GSP) 1-08.1(1).OPT1.GR1

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.

## **NOTICE TO PROCEED AND PROSECUTION OF THE WORK**

JUNE 27, 2011 (APWA GSP) 1-08.4

Delete Section 1-08.4 and replace it with the following:

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.

## TIME FOR COMPLETION

(WSDOT GSP) 1-08.5.GR1

(WSDOT GSP) 1-08.5.INST2.GR1

Section 1-08.5 is supplemented with the following:

MARCH 13, 1995 (WSDOT GSP) 1-08.5.OPT7.FR1

This project shall be physically completed within 30 working days.

MARCH 8, 2013 (APWA GSP) 1-08.5 OPTION B

Revise the third and fourth paragraphs of Section 1-08.5 to read:

Contract time shall begin on the first working day following the 10th calendar day after the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then contract time shall begin on the first working day when onsite work begins.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor 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. Property owner releases per Section 1-07.24

## **LIQUIDATED DAMAGES**

MARCH 13, 2012 (APWA GSP) 1-08.9

Revise the fourth paragraph of Section 1-08.9 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.

## **MEASUREMENT AND PAYMENT**

(WSDOT GSP) 1-09.GR1

### **PAYMENTS**

(WSDOT GSP) 1-09.9.GR1

MARCH 13, 2012 (APWA GSP) 1-09.9

Delete the first four paragraphs of Section 1-09.9 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.

MARCH 13, 2012 (APWA GSP) 1-09.9

Supplement Section 1-09.9 with the following:

Lump sum item breakdowns are not required when the bid price for the lump sum item is less than \$20,000.

### **Retainage**

(WSDOT GSP) 1-09.9(1).GR1

(WSDOT GSP) 1-09.9(1).INST1.GR1

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

JUNE 27, 2011 (WSDOT GSP) 1-09.9(1).OPT1.GR1

### **Vacant**

### **CLAIMS \$250,000 OR LESS**

OCTOBER 1, 2005 (APWA GSP) 1-09.13(3)

Delete Section 1-09.13(3) 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.

### **ADMINISTRATION OF ARBITRATION**

OCTOBER 1, 2005 (APWA GSP) 1-09.13(3)A

Revise the third paragraph of Section 1-09.13(3)A 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.

## TEMPORARY TRAFFIC CONTROL

(WSDOT GSP) 1-10.GR1

### TRAFFIC CONTROL MANAGEMENT

(WSDOT GSP) 1-10.2.GR1

#### General

(WSDOT GSP) 1-10.2(1).GR1

(WSDOT GSP) 1-10.2(1).INST1.GR1

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

DECEMBER 1, 2008 (WSDOT GSP) 1-10.2(1).OPT1.GR1

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

### MEASUREMENT

(WSDOT GSP) 1-10.4.GR1

#### Lump Sum Bid for Project (No Unit Items)

(WSDOT GSP) 1-10.4(1).GR1

(WSDOT GSP) 1-10.4(1).INST1.GR1

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

AUGUST 2, 2004 (WSDOT GSP) 1-10.4(1).OPT1.GR1

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

## DIVISION 8 MISCELLANEOUS CONSTRUCTION

(WSDOT GSP) DIVISION8.GR8

### GUARDRAIL

(WSDOT GSP) 8-11.GR8

## CONSTRUCTION REQUIREMENTS

(WSDOT GSP) 8-11.3.GR8

### Beam Guardrail

(WSDOT GSP) 8-11.3(1).GR8

(WSDOT GSP) 8-11.3(1).INST1.GR8

Section 8-11.3(1) is supplemented with the following:

APRIL 5, 2010 (WC GSP) 8-11.3(1).OPT1.GR8

This project may contain a mixture of steel and wood posts. The bidder is advised that post selection will be as detailed in the plans and these specifications.

## STANDARD PLANS

### STANDARD PLANS

APRIL 1, 2013 (WSDOT GSP) STDPLANS.GR9

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 12-050, effective August 6, 2012 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 B10.40

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-5

Deleted

#### C-13

Deleted

#### C-13a

Deleted

#### C-13b

Deleted

C-13c  
Deleted

C-14a  
Deleted

C-14b  
Deleted

C-14c  
Deleted

C-14d  
Deleted

C-14e  
Deleted

C-15a  
Deleted

C-15b  
Deleted

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-28.40  
Deleted

C-70.10-00  
Elevation, and Barrier Connection Detail, callout for premolded joint filler, revise 1/4" to 3/8"  
Note 1, revise 1/4" 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-75.10-00  
Elevation, callout for premolded joint filler, revise 1/4" to 3/8", Note 1, revise 1/4" 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-75.20-00

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-75.30-00

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-80.10-00

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-80.20-00

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-80.30-00

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-80.40-00

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

D-3

Deleted

D-3.10

Key Note 7, reference to 1130.04(5).06 is revised to 730.05(5)

F-10.12

Note 1. See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing. Is revised to read; "See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing and see Standard Specification section 8-04 and 9-04 for additional requirements."

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"

G-24.50

Detail B, callout, "Nylon Washer ~ When sign face has Type 3 or 4 sheeting" is revised to read; Nylon Washer ~ When sign face has Type 3, 4, 8 or 9 sheeting"

G-30.10

Sheet 2, "Sign Installation on Signal or Light Standard" detail, "7'-0" Min."(2x) dimension(s) revised to read 7'-0"

G-50.10

Sheet 2, Diamond-Shaped Sign detail, dimension, "More than 36" is revised to read; More than 30"

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

I-60.10

Deleted

I-60.20

Deleted

J-1f

Deleted

J-3b

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).

J-7c

Deleted

J-12

Deleted

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-16b

Key Note 1, reference to J-16a is revised to J-40.36

J-16c

Key Note 1, reference to J-16a is revised to J-40.36

J-20.10

Detail A, add callout,  $\frac{3}{4}$ " Thick Grout (Four sides)

J-20.11

Section B, add callout,  $\frac{3}{4}$ " Thick Grout (Four sides)

J-40.30

Section A, dimension, "18" Min. from top of soil surface" is revised to read; 24" Min. from top of soil surface. Callout, "Gravel Pad" is revised to read; Crushed Surfacing ~ Per Standard Spec. Section 9-03.9(3)

J-50.16

Deleted

J-75.40

Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8

Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

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

J-75.45

elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

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

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-30.10-00.....11/8/07	A-40.20-01.....2/7/12	A-60.20-02.....6/2/11
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
B-20.40-03.....3/16/12	B-50.20-00.....6/1/06	B-85.50-01.....6/10/08
B-20.60-03.....3/15/12	B-55.20-00.....6/1/06	B-90.10-00.....6/8/06
B-25.20-01.....3/15/12	B-60.20-00.....6/8/06	B-90.20-00.....6/8/06
B-25.60-00.....6/1/06	B-60.40-00.....6/1/06	B-90.30-00.....6/8/06
B-30.10-01.....4/26/12	B-65.20-01.....4/26/12	B-90.40-00.....6/8/06
B-30.20-02.....4/26/12	B-65.40-00.....6/1/06	B-90.50-00.....6/8/06
B-30.30-01.....4/26/12	B-70.20-00.....6/1/06	B-95.20-01.....2/3/09
B-30.40-01.....4/26/12	B-70.60-00.....6/1/06	B-95.40-00.....6/8/06
C-1.....6/16/11	C-6.....5/30/97	C-23.60-02.....6/21/12
C-1a.....10/14/09	C-6a.....10/14/09	C.24.10-00.....7/12/12
C-1b.....6/16/11	C-6c.....1/6/00	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
C-2a.....6/21/06	C-7a.....6/16/11	C-25.80-02.....7/2/12
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-20.10-00.....7/2/12	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-20.18-01.....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.....6/27/11	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.....6/16/11	C-90.10-00.....7/3/08
D-2.04-00.....11/10/05	D-2.48-00.....11/10/05	D-3.17-01.....5/17/12
D-2.06-01.....1/6/09	D-2.64-01.....1/6/09	D-4.....12/11/98
D-2.08-00.....11/10/05	D-2.66-00.....11/10/05	D-6.....6/19/98
D-2.14-00.....11/10/05	D-2.68-00.....11/10/05	D-10.10-01.....12/2/08
D-2.16-00.....11/10/05	D-2.80-00.....11/10/05	D-10.15-01.....12/2/08
D-2.18-00.....11/10/05	D-2.82-00.....11/10/05	D-10.20-00.....7/8/08
D-2.20-00.....11/10/05	D-2.84-00.....11/10/05	D-10.25-00.....7/8/08
D-2.32-00.....11/10/05	D-2.86-00.....11/10/05	D-10.30-00.....7/8/08
D-2.34-01.....1/6/09	D-2.88-00.....11/10/05	D-10.35-00.....7/8/08
D-2.36-02.....1/6/09	D-2.92-00.....11/10/05	D-10.40-01.....12/2/08
D-2.42-00.....11/10/05	D-3.09-00.....5/17/12	D-10.45-01.....12/2/08
D-2.44-00.....11/10/05	D-3.10-00.....6/16/10	D-15.10-01.....12/2/08
D-2.60-00.....11/10/05	D-3.11-01.....3/15/12	D-15.20-02.....6/2/11
D-2.62-00.....11/10/05	D-3.15-01.....5/17/12	D-15.30-01.....12/02/08
D-2.46-00.....11/10/05	D-3.16-01.....5/17/12	
E-1.....2/21/07	E-4.....8/27/03	
E-2.....5/29/98	E-4a.....8/27/03	
F-10.12-02.....6/16/11	F-10.62-01.....9/05/07	F-40.15-01.....6/3/10
F-10.16-00.....12/20/06	F-10.64-02.....7/3/08	F-40.16-01.....6/3/10
F-10.18-00.....6/27/11	F-30.10-01.....6/3/10	F-45.10-01.....6/21/12
F-10.40-02.....6/21/12	F-40.12-01.....6/3/10	F-80.10-02.....3/15/12
F-10.42-00.....1/23/07	F-40.14-01.....6/3/10	
G-10.10-00.....9/20/07	G-24.60-01.....6/16/11	G-70.20-01.....6/27/11
G-20.10-00.....9/20/07	G-25.10-03.....3/15/12	G-70.30-01.....6/27/11
G-22.10-01.....7/3/08	G-30.10-01.....6/16/11	G-90.10-01.....5/11/11
G-24.10-00.....11/8/07	G-50.10-00.....11/8/07	G-90.20-01.....6/27/11

G-24.20-01.....2/7/12	G-60.10-01.....6/27/11	G-90.30-01.....6/2/11
G-24.30-01.....2/7/12	G-60.20-01.....6/27/11	G-90.40-01.....10/14/09
G-24.40-02.....2/7/12	G-60.30-01.....6/27/11	G-95.10-01.....6/2/11
G-24.50-01.....2/7/12	G-70.10-01.....6/27/11	G-95.20-02.....6/2/11
		G-95.30-02.....6/2/11
H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	H-70.30-02.....2/7/12
I-10.10-01.....8/11/09	I-30.40-00.....10/12/07	I-50.20-00.....8/31/07
I-30.10-01.....8/11/09	I-40.10-00.....9/20/07	I-80.10-01.....8/11/09
I-30.15-01.....2/7/12	I-40.20-00.....9/20/07	
I-30.20-00.....9/20/07	I-50.10-00.....9/20/07	
I-30.30-00.....9/20/07		
J-3.....8/1/97	J-22.15-00.....10/14/09	J-40.30-02.....5/11/11
J-3b.....3/4/05	J-22.16-01.....6/3/10	J-40.35-00.....3/15/12
J-3c.....6/24/02	J-26.10-02.....3/15/12	J-40.36-00.....6/3/10
J-3d.....11/5/03	J-26.15-01.....5/17/12	J-40.37-00.....6/3/10
J-10.....7/18/97	J-27.10-00.....3/15/12	J-40.38-00.....6/16/11
J-10.10-01.....5/11/11	J-27.15-00.....3/15/12	J-50.10-00.....6/3/11
J-10.15-00.....7/2/12	J-28.10-01.....5/11/11	J-50.11-00.....6/3/11
J-15.10-00.....5/8/12	J-28.22-00.....8/07/07	J-50.12-00.....6/3/11
J-15.15-00.....6/16/10	J-28.24-00.....8/07/07	J-50.15-00.....6/3/11
J-16b.....2/10/09	J-28.26-01.....12/02/08	J-50.20-00.....6/3/11
J-16c.....2/10/09	J-28.30-02.....6/27/11	J-50.25-00.....6/3/11
J-20.10-01.....7/12/12	J-28.40-01.....10/14/09	J-50.30-00.....6/3/11
J-20.11-00.....7/12/12	J-28.42-00.....8/07/07	J-60.05-00.....6/16/11
J-20.15-01.....7/12/12	J-28.45-01.....6/27/11	J-60.13-00.....6/16/10
J-20.16-01.....7/12/12	J-28.50-02.....6/2/11	J-60.14-00.....6/16/10
J-20.20-01.....7/12/12	J-28.60-01.....6/2/11	J-75.10-01.....5/11/11
J-20.26-01.....7/12/12	J-28.70-01.....5/11/11	J-75.20-00.....2/10/09
J-21.10-02.....6/27/11	J-29.10-00.....6/27/11	J-75.30-01.....5/11/11
J-21.15-00.....10/14/09	J-29.15-00.....6/27/11	J-75.40-00.....10/14/09
J-21.16-00.....10/14/09	J-29.16-00.....6/27/11	J-75.45-00.....10/14/09
J-21.17-00.....10/14/09	J-40.10-02.....5/11/11	J-90.10-01.....6/27/11
J-21.20-00.....10/14/09	J-40.20-01.....5/17/12	J-90.20-01.....6/27/11
K-10.20-01.....10/12/07	K-26.40-01.....10/12/07	K-40.60-00.....2/15/07
K-10.40-00.....2/15/07	K-30.20-00.....2/15/07	K-40.80-00.....2/15/07
K-20.20-01.....10/12/07	K-30.40-01.....10/12/07	K-55.20-00.....2/15/07
K-20.40-00.....2/15/07	K-32.20-00.....2/15/07	K-60.20-02.....7/3/08
K-20.60-00.....2/15/07	K-32.40-00.....2/15/07	K-60.40-00.....2/15/07
K-22.20-01.....10/12/07	K-32.60-00.....2/15/07	K-70.20-00.....2/15/07
K-24.20-00.....2/15/07	K-32.80-00.....2/15/07	K-80.10-00.....2/21/07
K-24.40-01.....10/12/07	K-34.20-00.....2/15/07	K-80.20-00.....12/20/06
K-24.60-00.....2/15/07	K-36.20-00.....2/15/07	K-80.30-00.....2/21/07
K-24.80-01.....10/12/07	K-40.20-00.....2/15/07	K-80.35-00.....2/21/07
K-26.20-00.....2/15/07	K-40.40-00.....2/15/07	K-80.37-00.....2/21/07
L-10.10-02.....6/21/12	L-40.10-02.....6/21/12	L-70.10-01.....5/21/08

L-20.10-02.....6/21/12  
L-30.10-01.....6/16/11

L-40.15-01.....6/16/11  
L-40.20-02.....6/21/12

L-70.20-01.....5/21/08

M-1.20-02.....6/3/11  
M-1.40-02.....6/3/11  
M-1.60-02.....6/3/11  
M-1.80-03.....6/3/11  
M-2.20-02.....6/3/11  
M-3.10-03.....6/3/11  
M-3.20-02.....6/3/11  
M-3.30-03.....6/3/11  
M-3.40-03.....6/3/11  
M-3.50-02.....6/3/11  
M-5.10-02.....6/3/11  
M-7.50-01.....1/30/07  
M-9.50-01.....1/30/07

M-9.60-00.....2/10/09  
M-11.10-01.....1/30/07  
M-15.10-01.....2/6/07  
M-17.10-02.....7/3/08  
M-20.10-02.....6/3/11  
M-20.20-01.....1/30/07  
M-20.30-02.....10/14/09  
M-20.40-02.....6/3/11  
M-20.50-02.....6/3/11  
M-24.20-01.....5/31/06  
M-24.40-01.....5/31/06  
M-24.50-00.....6/16/11  
M-24.60-03.....5/11/11

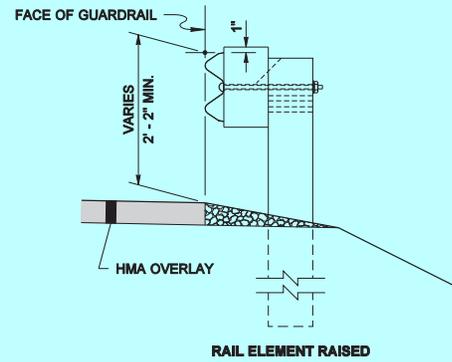
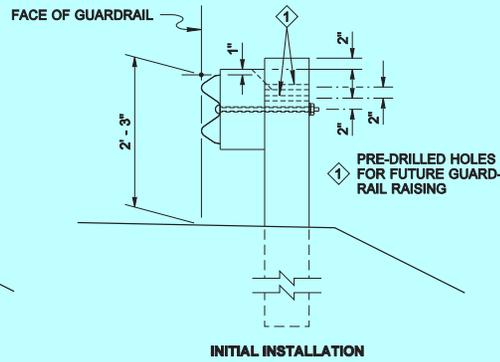
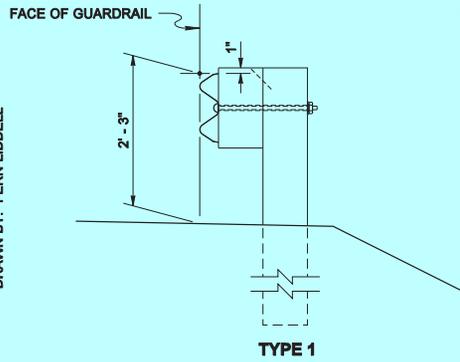
M-40.10-02.....5/11/11  
M-40.20-00...10/12/07  
M-40.30-00.....9/20/07  
M-40.40-00.....9/20/07  
M-40.50-00.....9/20/07  
M-40.60-00.....9/20/07  
M-60.10-01.....6/3/11  
M-60.20-02.....6/27/11  
M-65.10-02.....5/11/11  
M-80.10-01.....6/3/11  
M-80.20-00.....6/10/08  
M-80.30-00.....6/10/08



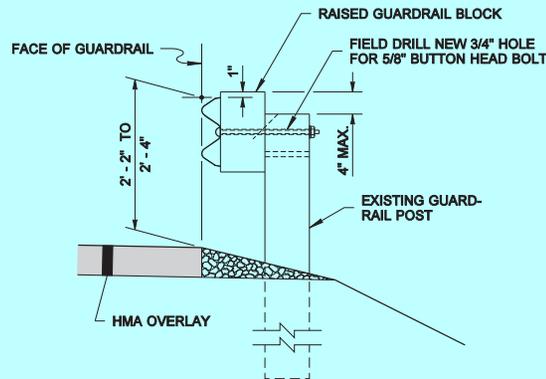
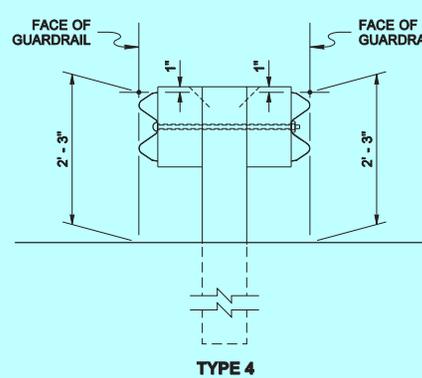
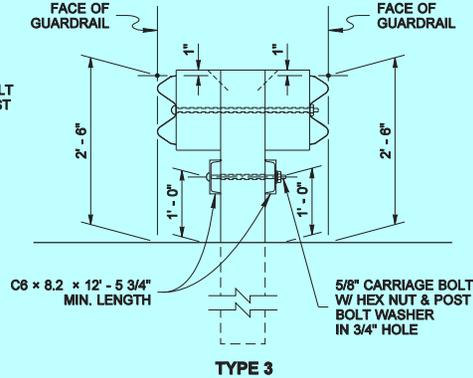
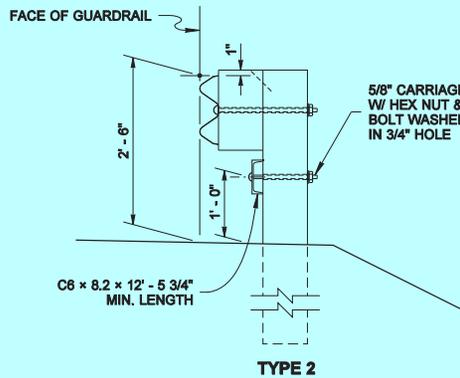
# APPENDIX A



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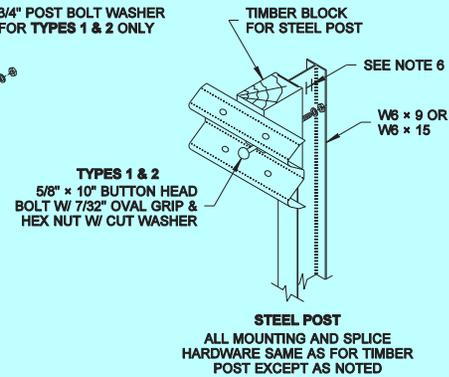
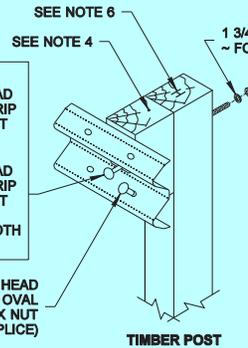
**TYPE 1 ALTERNATIVE**



**TYPES 1 & 2**  
5/8" x 18" BUTTON HEAD BOLT W/ 7/32" OVAL GRIP & RECESSED HEX NUT

**TYPES 3 & 4**  
5/8" x 25" BUTTON HEAD BOLT W/ 7/32" OVAL GRIP & RECESSED HEX NUT OR 5/8" ROD THREADED BOTH ENDS W/ HEX NUTS

5/8" x 1 1/4" BUTTON HEAD SPLICE BOLT W/ 7/32" OVAL GRIP & RECESSED HEX NUT (EIGHT REQUIRED PER SPLICE)



**ASSEMBLY DETAIL**

**NOTES**

- 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.
- 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 8 of a BCT installation shall be removed.
- Beam Guardrail post spacing for Types 1 through 4 shall be 6' - 3" on centers.
- Timber blocks shall be toe-nailed to the post with a 16d galvanized nail to prevent block rotation.
- For post and block details, see Standard Plan C-1b.
- 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 "H" 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.
- Existing posts shall not be raised. Replace posts as necessary to achieve required guardrail height.



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**BEAM GUARDRAIL  
TYPES 1 ~ 4  
(W-BEAM)  
STANDARD PLAN C-1**

SHEET 1 OF 2 SHEETS

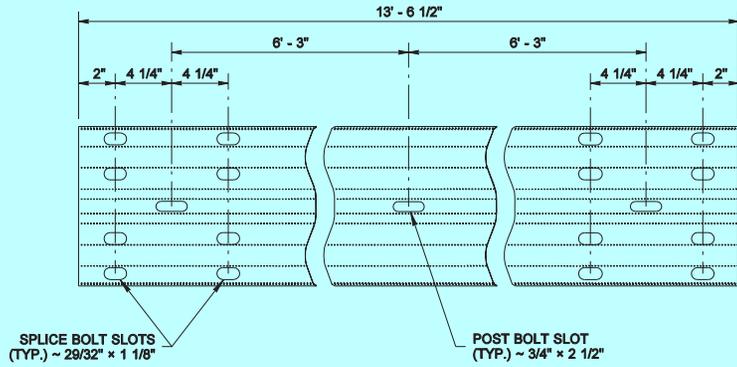
APPROVED FOR PUBLICATION

**Pasco Bakotich III** 06-16-11

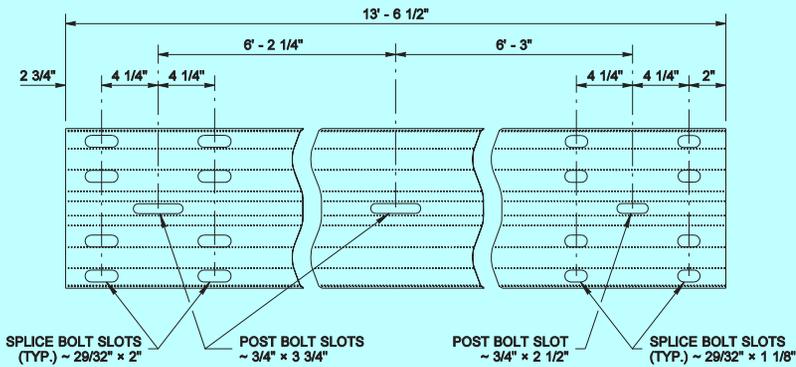
STATE DESIGN ENGINEER DATE

Washington State Department of Transportation

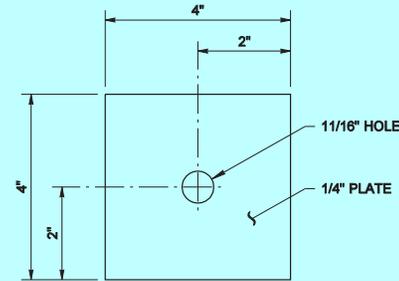
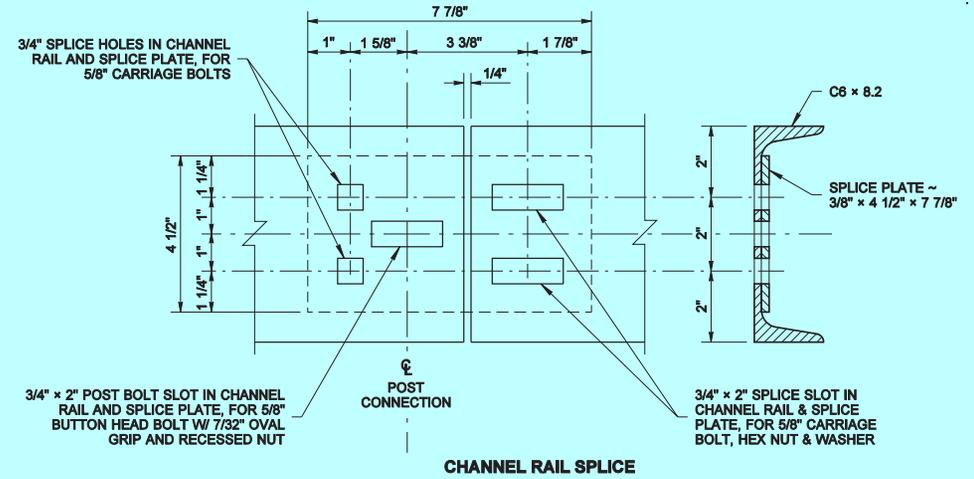
DRAWN BY: FEERN LIDDELL



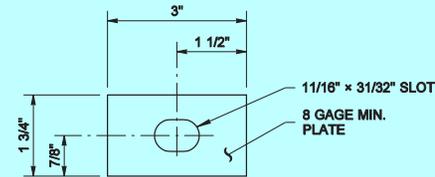
TYPICAL RAIL ELEMENT



EXPANSION SECTION



SNOW LOAD POST WASHER  
SEE NOTE 1



SNOW LOAD RAIL WASHER  
SEE NOTES 1 & 2



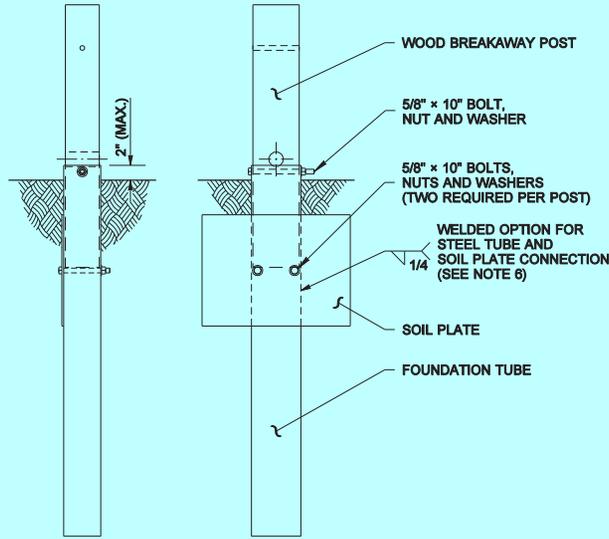
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**BEAM GUARDRAIL  
TYPES 1 ~ 4  
(W-BEAM)  
STANDARD PLAN C-1**

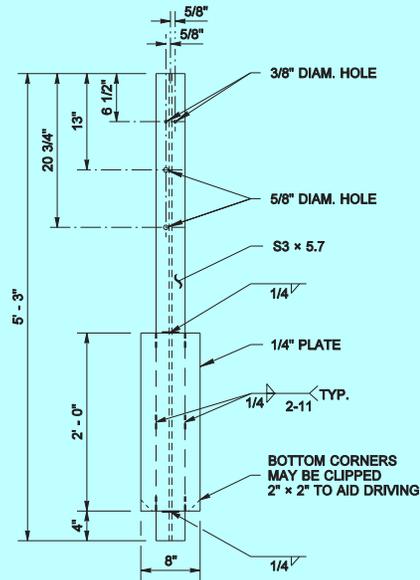
SHEET 2 OF 2 SHEETS  
APPROVED FOR PUBLICATION

**Pasco Bakotich III** 06-16-11

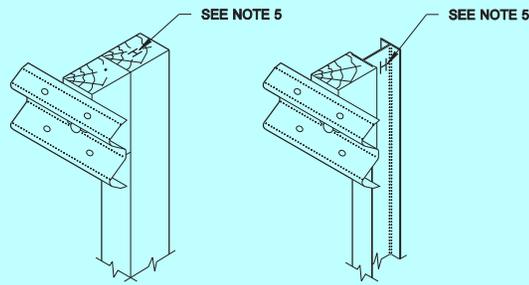
STATE DESIGN ENGINEER DATE  
Washington State Department of Transportation



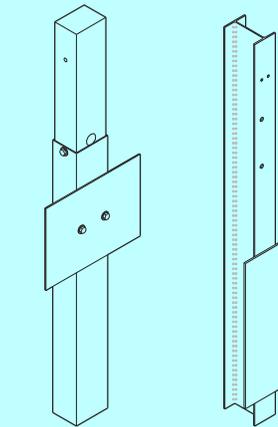
FRONT VIEW  
SIDE VIEW  
ANCHOR POST ASSEMBLY



G-2 POST



TIMBER POST  
STEEL POST  
PARTIAL ASSEMBLY DETAIL



ANCHOR POST  
G-2 POST  
ISOMETRIC

**NOTES**

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. W6x9 steel posts and timber blocks are alternates for 6 x 8 timber posts and blocks. W6x15 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 "H" 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.



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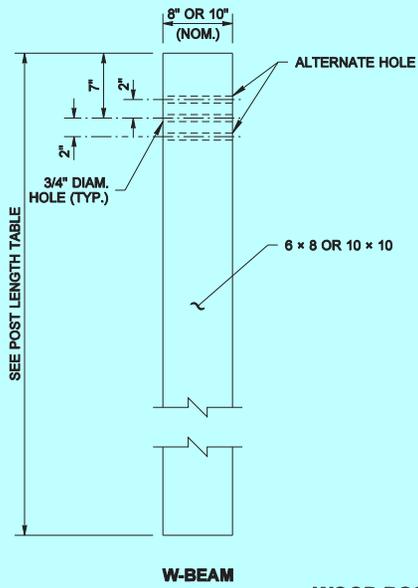
**BEAM GUARDRAIL  
POSTS AND BLOCKS  
STANDARD PLAN C-1b**

SHEETS 1 OF 2 SHEETS  
APPROVED FOR PUBLICATION

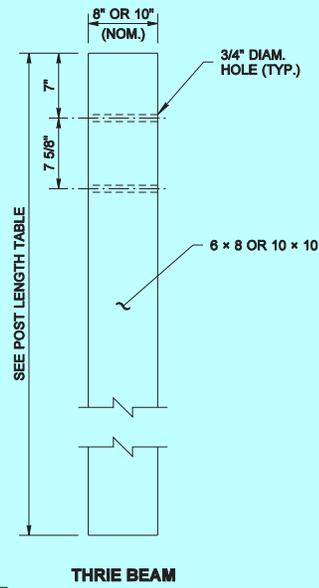
**Pasco Bakotich III** 06-16-11  
STATE DESIGN ENGINEER DATE



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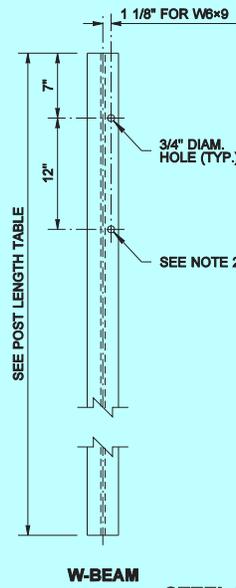


W-BEAM

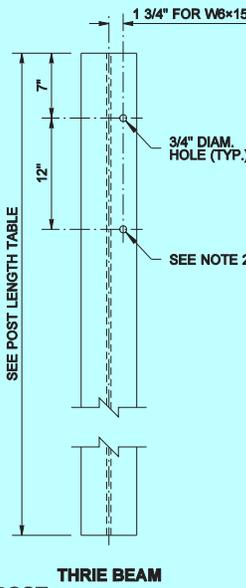


THRIE BEAM

**WOOD POST**

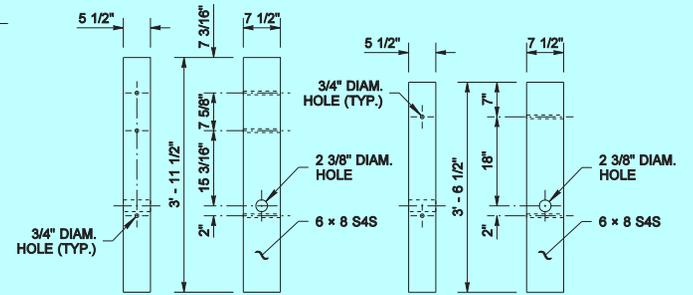


W-BEAM

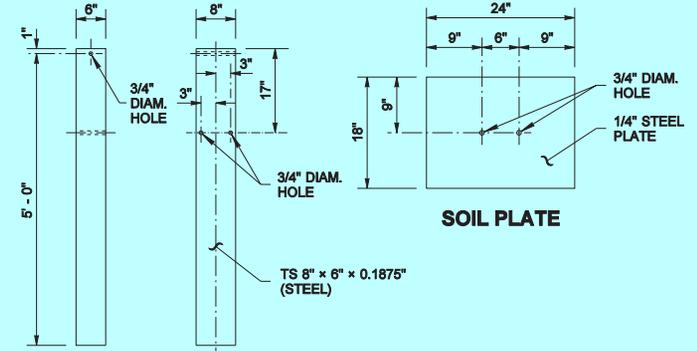


THRIE BEAM

**STEEL POST**  
SEE NOTES 3 AND 4



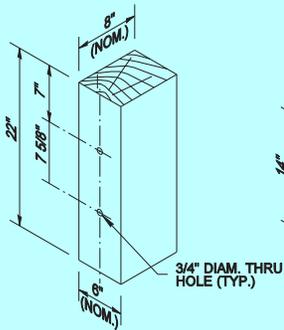
**THRIE BEAM WOOD BREAKAWAY POST**  
**W-BEAM WOOD BREAKAWAY POST**



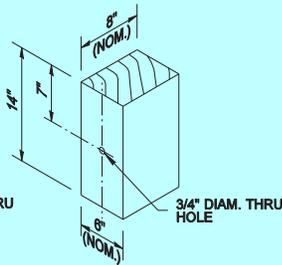
**SOIL PLATE**

**FOUNDATION TUBE**

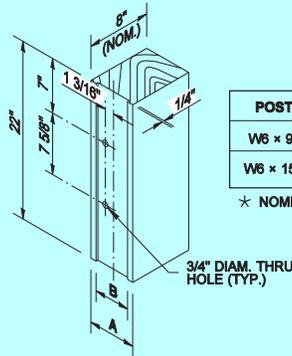
POST LENGTH TABLE	
GUARDRAIL TYPE	LENGTH
1 through 4 & 31	6' - 0"
10 or 11	6' - 6"



**THRIE BEAM WOOD BLOCK FOR WOOD POST**



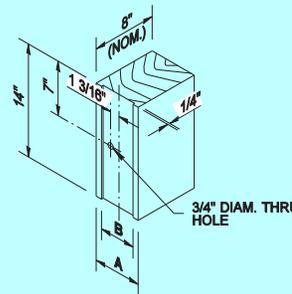
**W-BEAM WOOD BLOCK FOR WOOD POSTS**



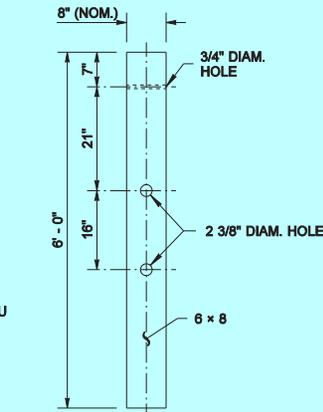
**THRIE BEAM WOOD BLOCK FOR STEEL POST**

POST	A	B
W6 x 9	6"*	4 1/4"
W6 x 15	8"*	6 1/4"

\* NOMINAL (NOM.)



**W-BEAM WOOD BLOCK FOR STEEL POST**



**CONTROLLED RELEASING TERMINAL (CRT) POST**



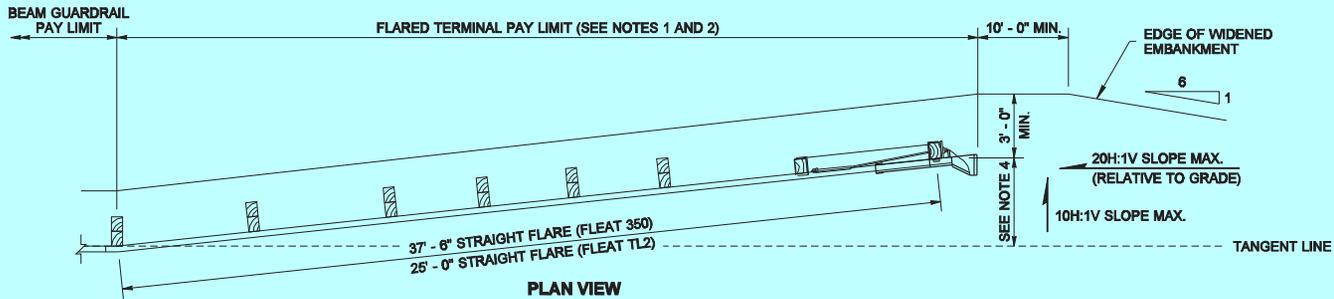
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**BEAM GUARDRAIL POSTS AND BLOCKS**  
**STANDARD PLAN C-1b**

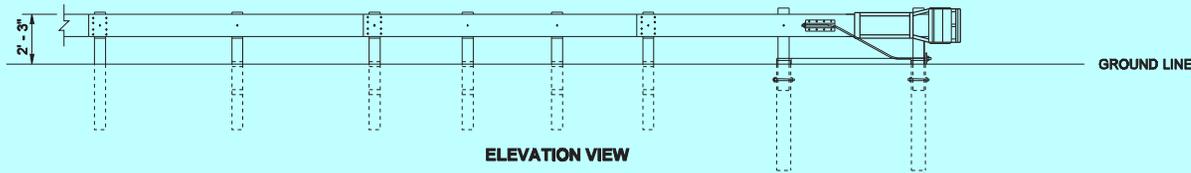
SHEETS 2 OF 2 SHEETS  
APPROVED FOR PUBLICATION

**Pasco Bakotich III** 06-16-11  
STATE DESIGN ENGINEER DATE

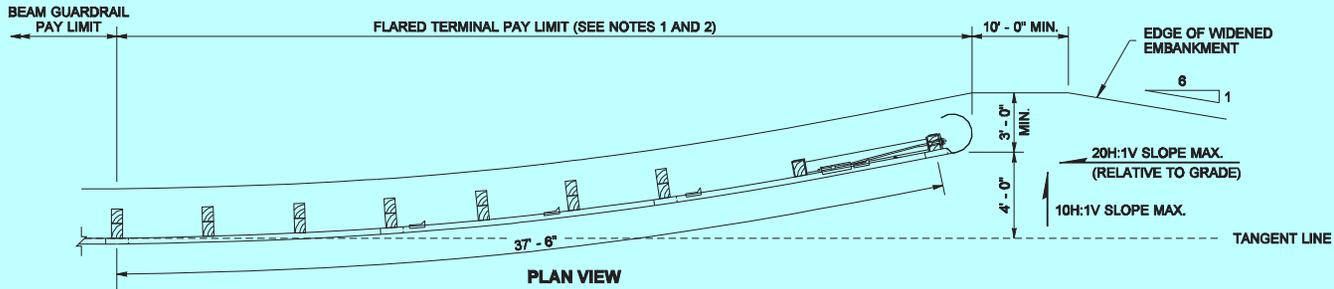




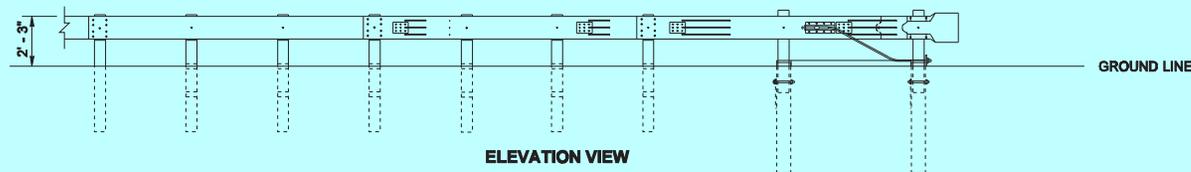
PLAN VIEW



ELEVATION VIEW  
FLEAT OPTION



PLAN VIEW



ELEVATION VIEW  
SRT OPTION

**NOTES**

1. Unless otherwise indicated in the contract, the SRT - 350 (12.5, 8 Post) as manufactured by Trinity Industries, Inc., or a FLEAT 350 as manufactured by Road Systems Inc., shall be installed per manufacturer's recommendations. If specified in the Contract, the FLEAT TL2 as manufactured by Road Systems, Inc. shall be installed per manufacturer's recommendations.
2. Where terminal is placed on a curve, and post offsets would result in the rail encroaching onto the shoulder (e.g., the inside of a curve), the posts shall be installed so that the face of the rail is at the edge of the shoulder.
3. When snow load post washers and snow load rail washers are called for in the contract, the snow load rail washers must be omitted within the terminal limits.
4. Offset distances:  
 FLEAT 350 ..... 4' - 0"  
 FLEAT TL2 ..... 1' - 8" minimum



EXPIRES JULY 24, 2006

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**BEAM GUARDRAIL  
FLARED TERMINAL  
STANDARD PLAN C-4b**

SHEET 1 OF 1 SHEET

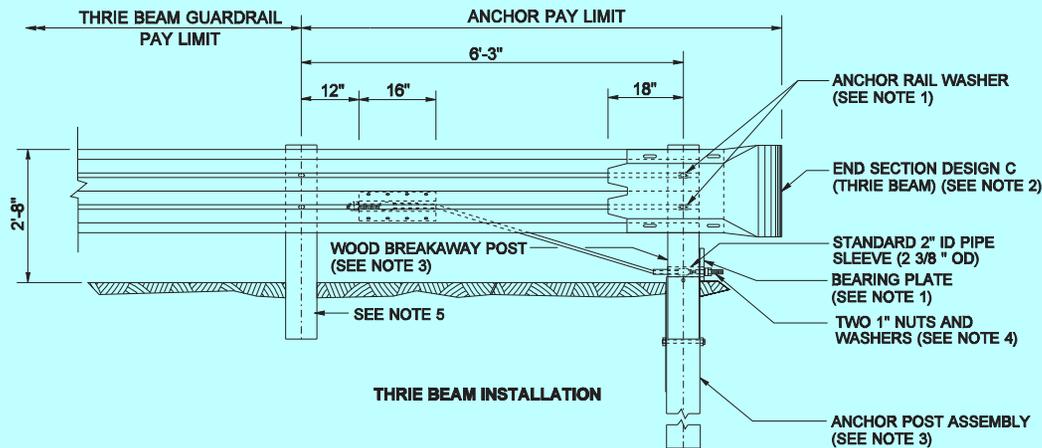
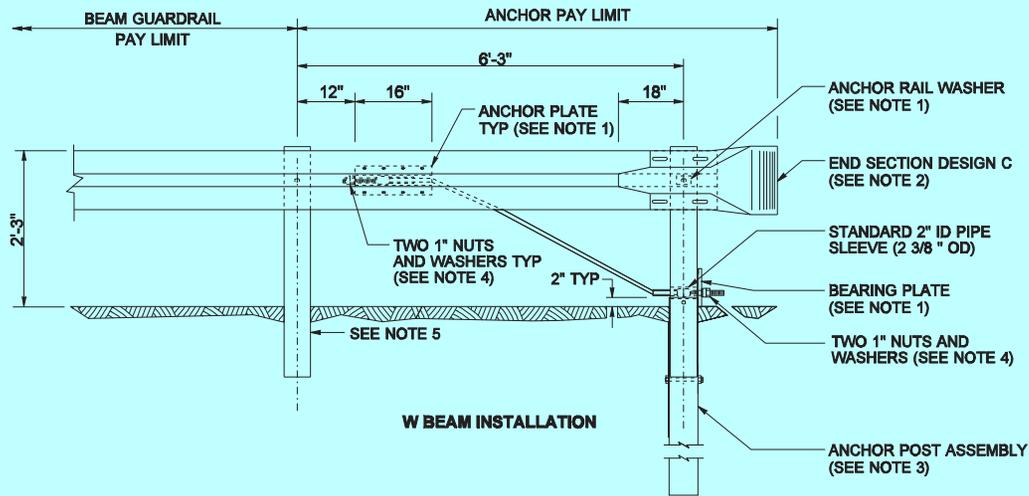
APPROVED FOR PUBLICATION

**Harold J. Peterfeso 06-08-06**

STATE DESIGN ENGINEER DATE



04/2006	Revised FLEAT Flare Lengths	AMC
DATE	REVISION	BY



**NOTES**

1. For details, see Standard Plan C-6.
2. For end section details see Standard Plan C-7 or C-7a.
3. For details, see Standard Plan C-1b.
4. Outside nut shall be torqued against inside nut a minimum of 100 ft.-lbs.
5. Post and block shall match beam guardrail posts.

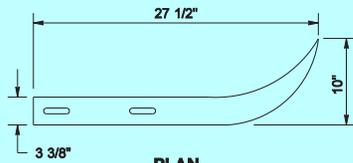


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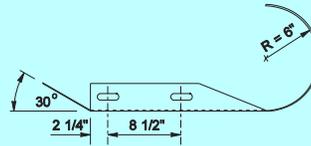
**BEAM GUARDRAIL ANCHOR TYPE 4**  
**STANDARD PLAN C-6c**

APPROVED FOR PUBLICATION  
*Clifford E. Mansfield* 01/06/00  
DEPUTY STATE DESIGN ENGINEER DATE  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
OLYMPIA, WASHINGTON

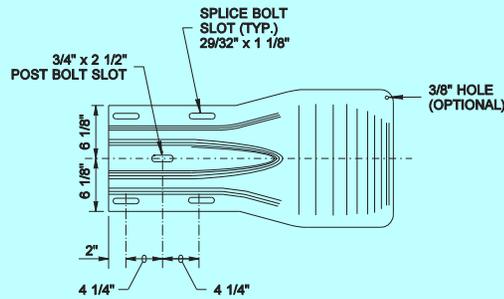
12/00	MODIFIED "END SECTIONS" TO DESIGN "C", CHANGED NOTE 2 AND DETAIL TITLES.	TWS
DATE	REVISION	BY



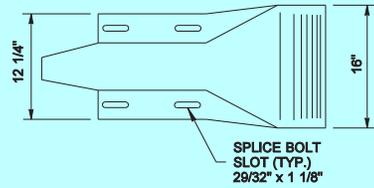
PLAN



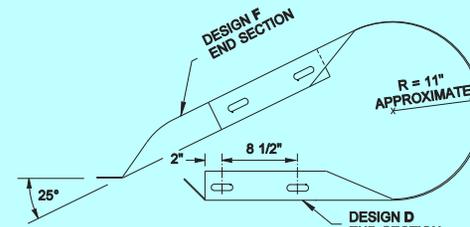
PLAN



ELEVATION  
DESIGN A



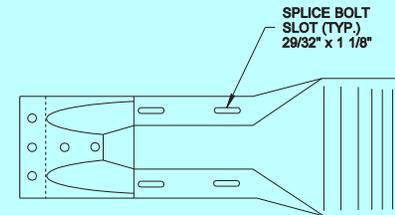
ELEVATION  
DESIGN C



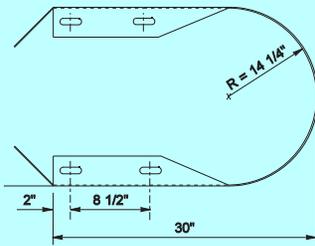
PLAN

**NOTES**

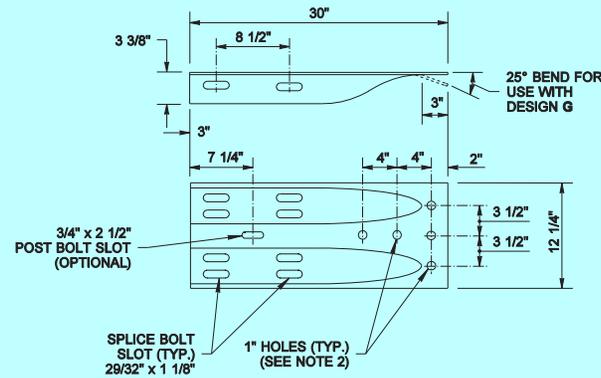
1. End Section Design G shall be used except where noted on the plans or contract.
2. Attach guardrail to bridge rail or concrete barrier with 7/8" diameter bolts (five minimum) **Standard Spec. 9-06.5(4)**, with thin slab ferrule inserts or resin bonded anchors. See the Contract Plans.
3. A single piece having similar dimensional shape to Design G and mating with the W-beam guardrail is an alternate.
4. In cases where Design "F" end section is lapped on the outside of the guardrail, a galvanized 1" ID, 2" OD, 0.134" thick, narrow Type A Plain Washer or a anchor rail washer shall be placed under the splice bolt heads.



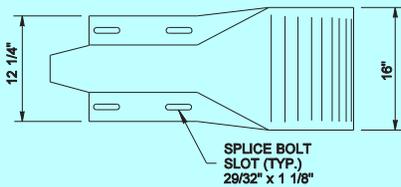
ELEVATION  
DESIGN G  
(SEE NOTE 3)



PLAN



ELEVATION  
DESIGN F  
(SEE NOTE 4)



ELEVATION  
DESIGN D



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**BEAM GUARDRAIL  
END SECTIONS  
STANDARD PLAN C-7**

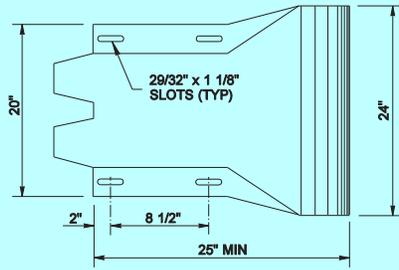
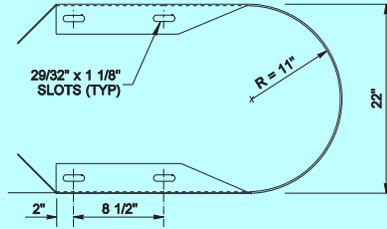
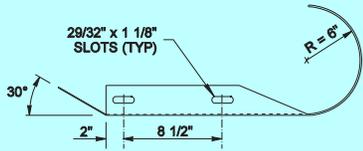
SHEET 1 OF 1 SHEET

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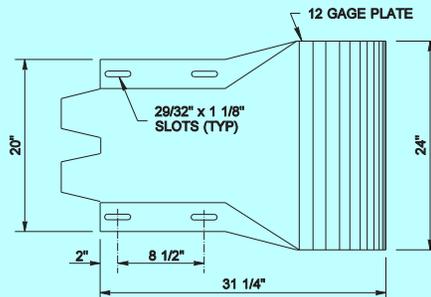
**Pasco Bakotich III** 06-16-11

STATE DESIGN ENGINEER DATE

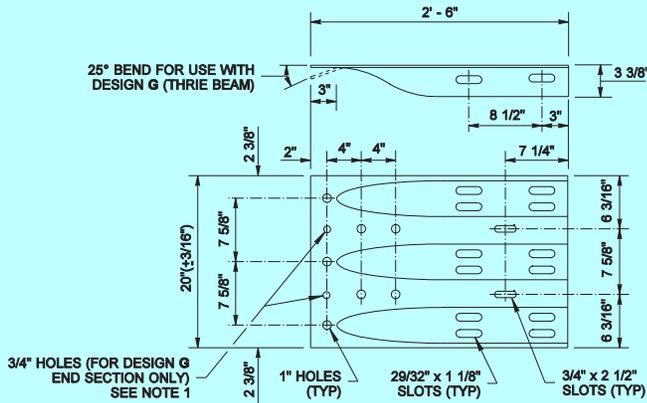
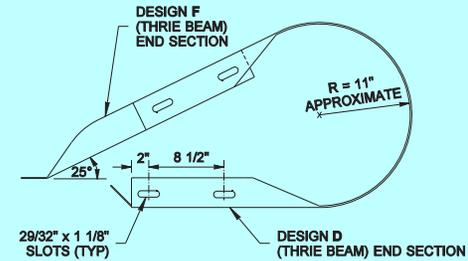




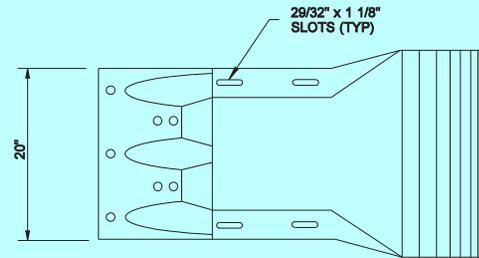
**DESIGN C (THRIE BEAM)**



**DESIGN D (THRIE BEAM)**



**DESIGN F (THRIE BEAM)**



**DESIGN G (THRIE BEAM)**

**NOTES**

1. Attach guardrail to bridge rail or concrete barrier with 7/8" diameter bolts (five minimum) **Standard Spec. 9-06.5(4)**, with thin slab ferrule inserts or resin bonded anchors. See the Contract Plans.
2. In cases where Design F End Section is lapped on the outside of the guardrail, a galvanized 1" ID, 2" OD, 0.134" thick, narrow Type A Plain Washer or an anchor rail washer will be placed under the splice bolt heads.



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**THRIE BEAM  
END SECTIONS  
STANDARD PLAN C-7a**

SHEET 1 OF 1 SHEET

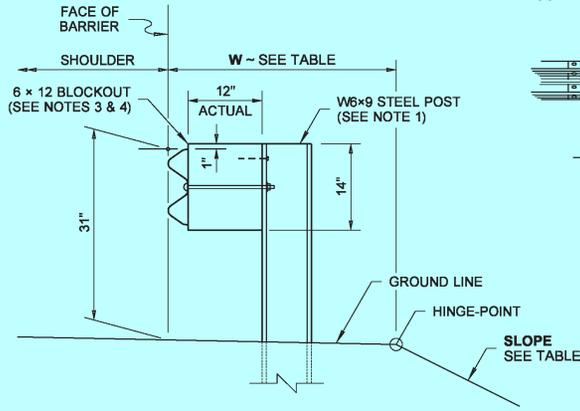
APPROVED FOR PUBLICATION

**Pasco Bakotich III** 06-16-11

STATE DESIGN ENGINEER DATE

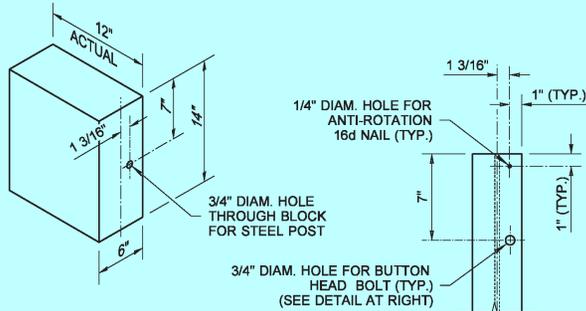


DRAWN BY: FERN LIDDELL



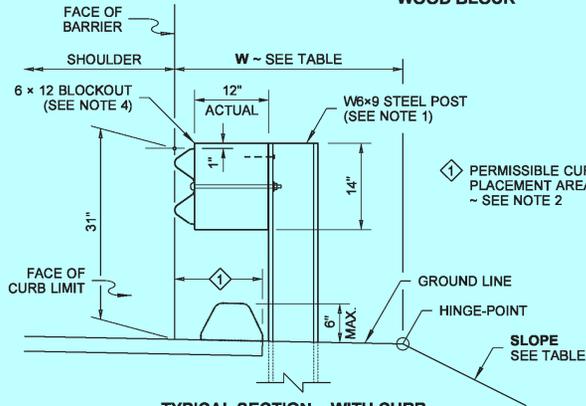
**TYPICAL SECTION ~ WITHOUT CURB**  
(6' - 0" LONG POSTS)

SLOPE \ EMBANKMENT TABLE	
SLOPE	W
2H : 1V OR FLATTER	2.5' MIN.
STEEPER THAN 2H : 1V BUT NOT STEEPER THAN 1H : 1V	4.0' MIN.

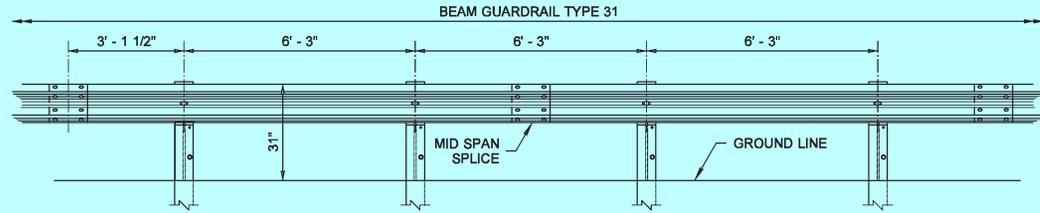


**WOOD BLOCK**

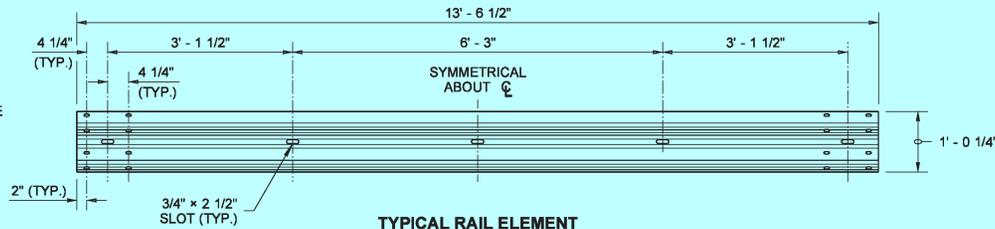
**STEEL POST**



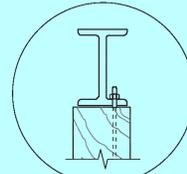
**TYPICAL SECTION ~ WITH CURB**  
(6' - 0" LONG POSTS)



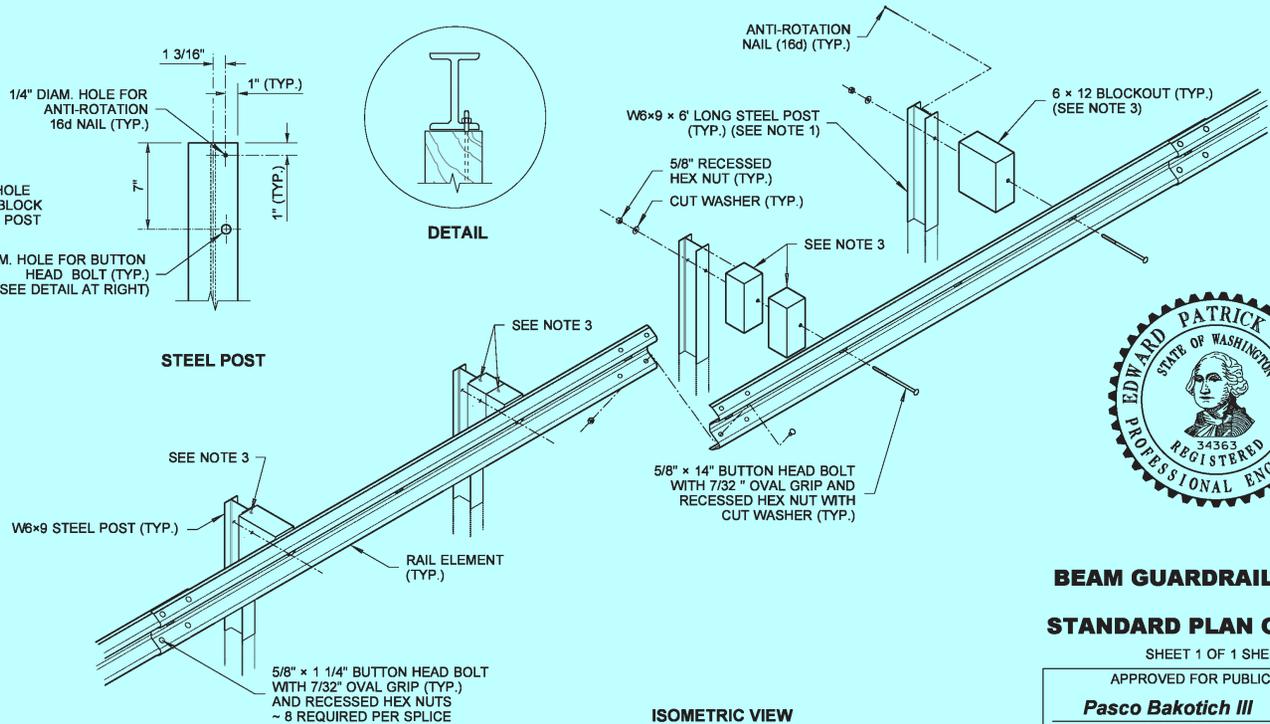
**TYPICAL ELEVATION**



**TYPICAL RAIL ELEMENT**



**DETAIL**



**ISOMETRIC VIEW**

**NOTES**

1. Refer to **Standard Plan C-1** and **C-1b** for additional details not shown on this plan.
2. Extend shoulder pavement to provide a base for the extruded curb. See Contract Plans for exceptions to distances shown.
3. Use a single combination of blocks (no more than 2) to achieve the actual 12" offset. See **Standard Specification 9-16.3(2)**. Wood blocks shall be toenailed to post and blocks, (if block combinations are utilized) with a 16d galvanized nail to prevent block rotation.
4. Wood blocks are shown. Blocks of an approved alternative material may be used. See **Standard Specification 9-16.3(2)**.



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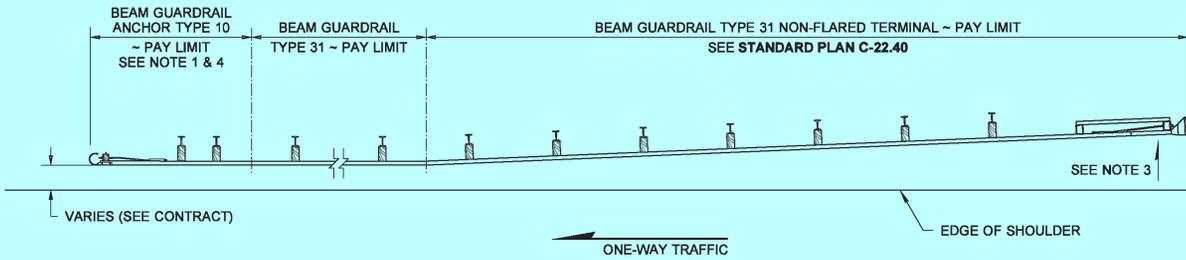
**BEAM GUARDRAIL TYPE 31**  
**STANDARD PLAN C-20.10-00**

SHEET 1 OF 1 SHEET

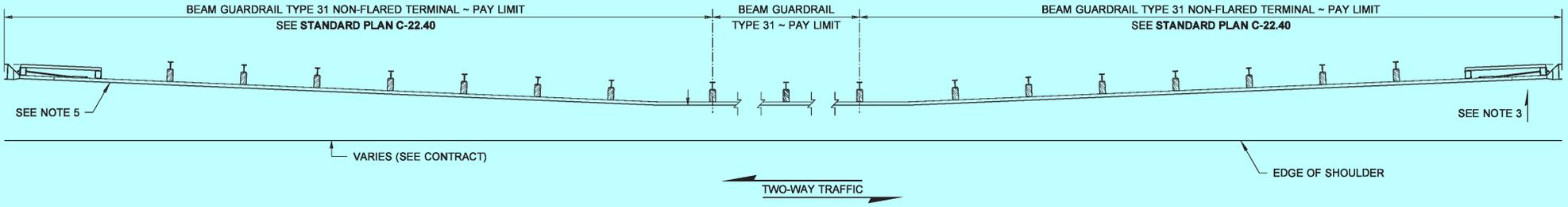
APPROVED FOR PUBLICATION

**Pasco Bakotich III** 07/2/12  
STATE DESIGN ENGINEER DATE

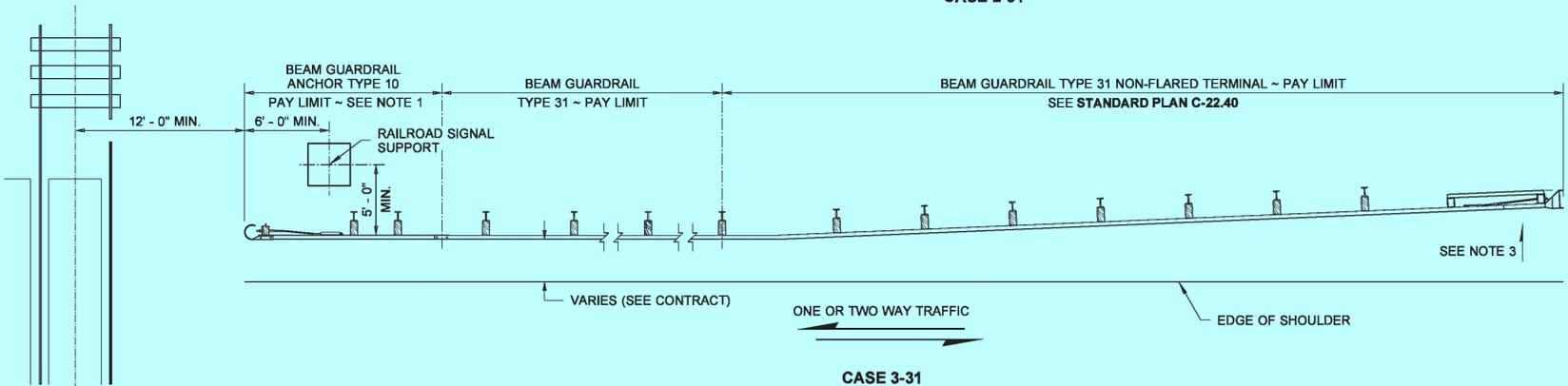




CASE 1-31



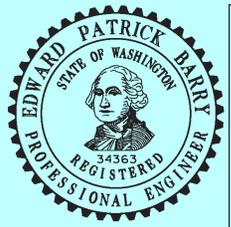
CASE 2-31



CASE 3-31

**NOTES**

1. For component details, see **Standard Plan C-23.60**.
2. For terminal type and details, see Contract Plans and applicable drawings.
3. The slope from the edge of the shoulder into the face of the guardrail cannot exceed 10H : 1V when the face of the guardrail is less than 12' - 0" from the edge of the shoulder.
4. For one-way traffic and where a crashworthy terminal is not required, use the Beam Guardrail Anchor Type 10, see **Standard Plan C-23.60**.
5. Where a crashworthy terminal is required use a Beam Guardrail Type 31 Non-Flared Terminal, see **Standard Plan C-22.40**.



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**BEAM GUARDRAIL TYPE 31 PLACEMENT (CASES 1-31, 2-31, & 3-31) STANDARD PLAN C-20.14-02**

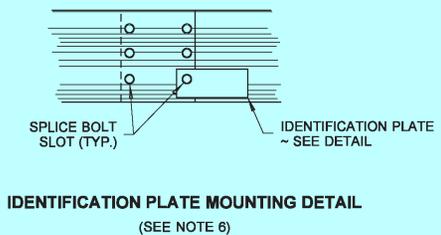
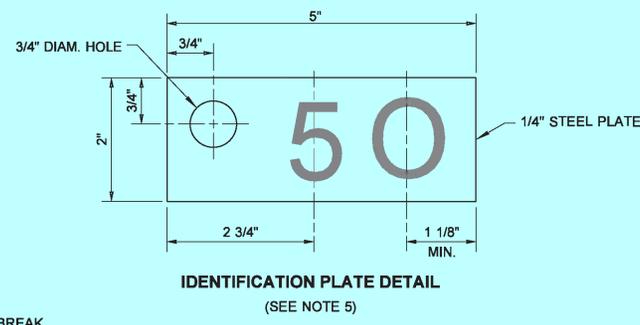
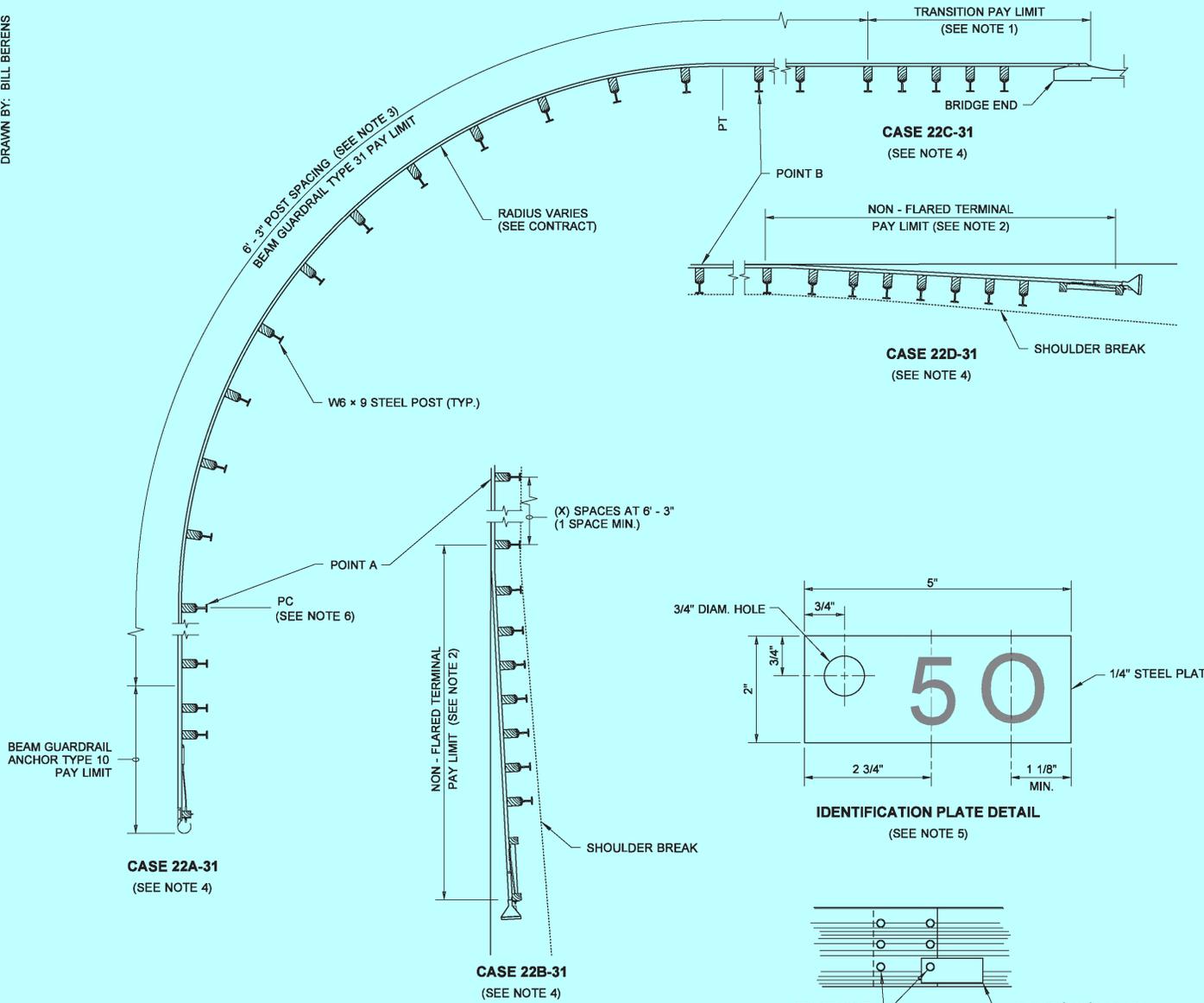
SHEET 1 OF 1 SHEET

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**Pasco Bakotich III** 07/2/12

STATE DESIGN ENGINEER DATE





**NOTES**

1. See Contract for transition and connection type.
2. For additional installation requirements for Non-Flared Terminal placement see **Standard Plan C-22.40**.
3. Guardrail installation shall be Beam Guardrail Type 31 with standard post and block. See **Standard Plan C-20.10** for additional details.
4. The first letter of case designation indicates the end treatment on the side road. The second letter indicates the end treatment on the main road. For instance, a terminal on a side road and a bridge connection on the main road would be Case 22BC-31.
5. The radius dimension shall be etched into the plate as shown in the example on the Identification Plate Detail. Numerals shall be 1 1/2" high minimum, and 3/4" wide maximum. Plate shall be galvanized after etching and the letter shall remain permanently legible.
6. The guardrail Identification Plate shall be mounted at the lower splice bolt on the back side of the rail element at the PC of the guardrail radius.



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**GUARDRAIL PLACEMENT  
STRONG POST ~ TYPE 31  
INTERSECTION DESIGN  
STANDARD PLAN C-20.42-03**

SHEET 1 OF 1 SHEET

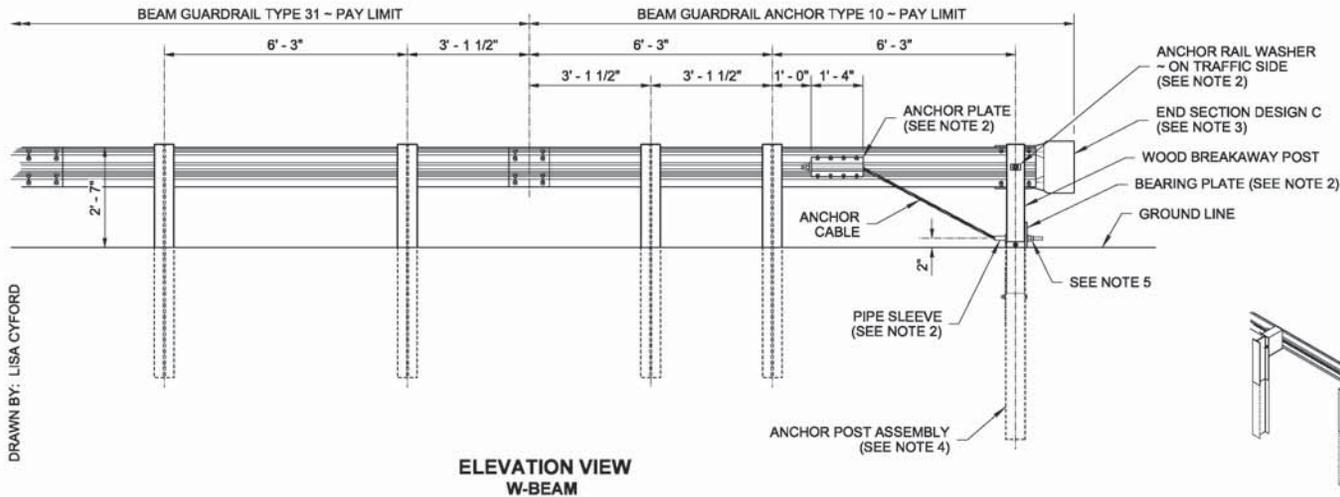
APPROVED FOR PUBLICATION

**Pasco Bakotich III** 07/2/12  
STATE DESIGN ENGINEER DATE

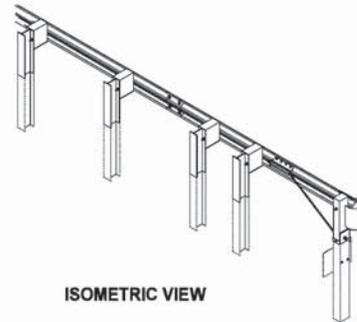
Washington State Department of Transportation



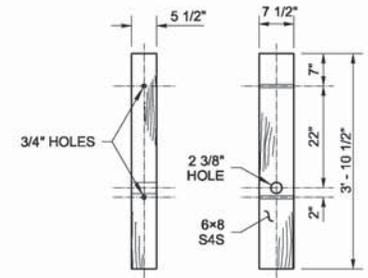
DRAWN BY: LISA CYFORD



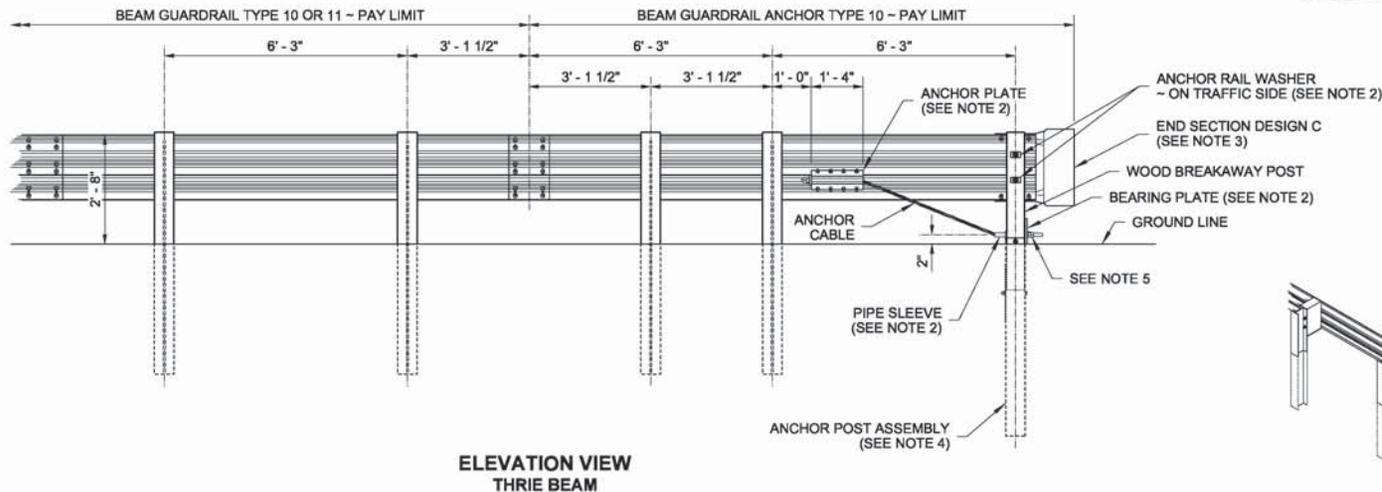
ELEVATION VIEW  
W-BEAM



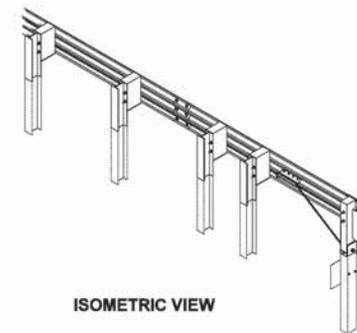
ISOMETRIC VIEW



WOOD BREAKAWAY  
POST DETAIL



ELEVATION VIEW  
THREE BEAM



ISOMETRIC VIEW

NOTES

1. For use on the end of guardrail runs when a crashworthy terminal is not required.
2. For additional details not shown, see **Standard Plan C-6c**.
3. For end section details, see **Standard Plans C-7** and **C-7a**.
4. Use details for Wood Breakaway post shown on this plan and components shown on **Standard Plan C-1b**.
5. Fasten the Anchor Cable using two 1" nuts and washer, at both ends of cable. Outside nut shall be torqued against inside nut a minimum of 100 ft.-lbs.
6. Wood blocks shown. Blocks of alternate material may be used. See **Standard Specification 9-16.3(2)**.



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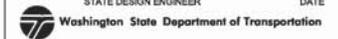
**BEAM GUARDRAIL (TYPE 31)  
ANCHOR TYPE 10**

**STANDARD PLAN C-23.60-02**

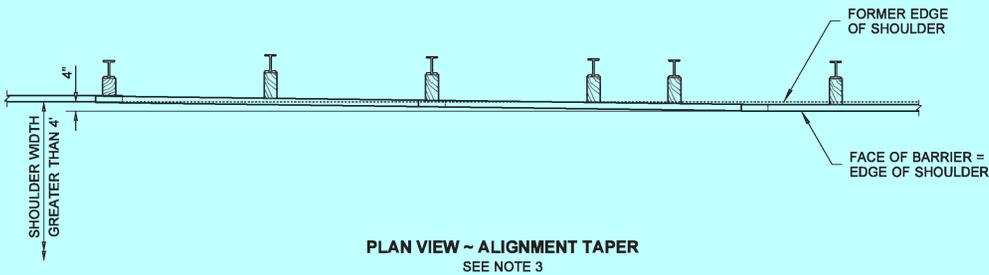
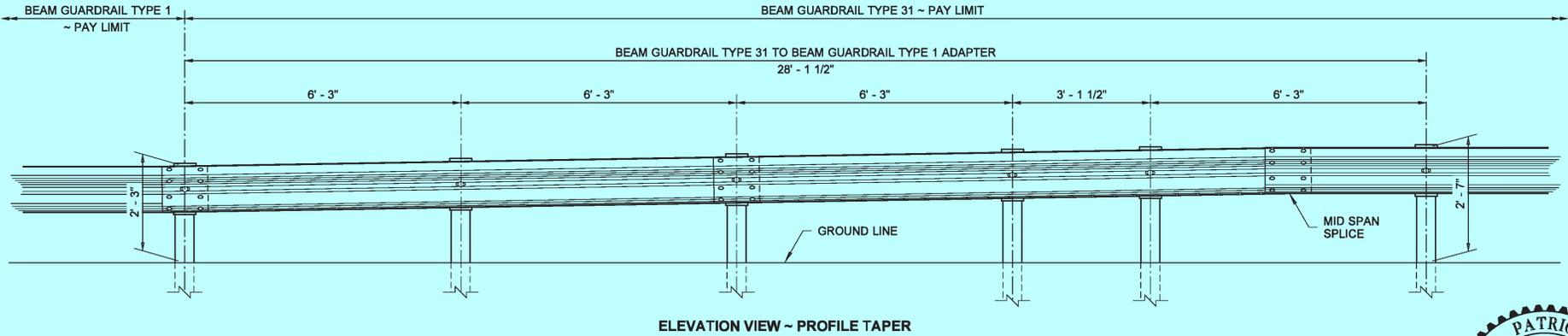
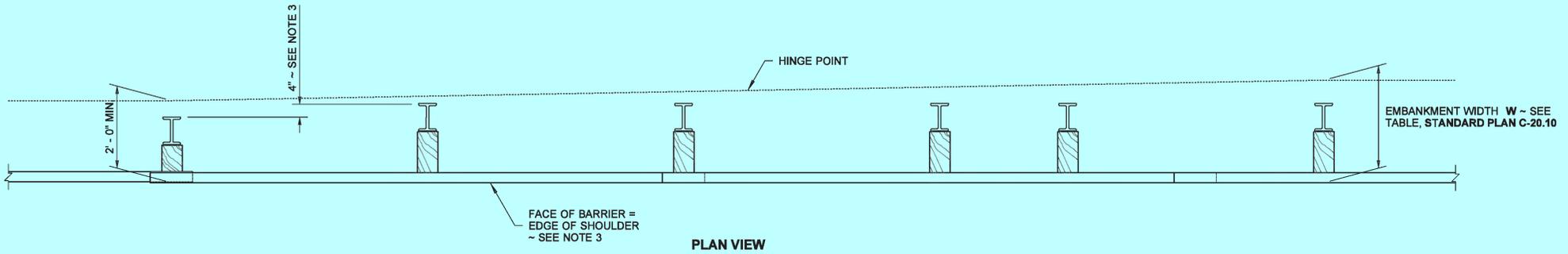
SHEET 1 OF 1 SHEET

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**Pasco Bakotich III** 06/21/12  
STATE DESIGN ENGINEER DATE



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**NOTES**

1. Refer to **Standard Plan C-1** and **C-1b** for component details for Beam Guardrail Type 1 not shown on this plan.
2. Refer to **Standard Plan C-20.10** for component details for Beam Guardrail Type 31 not shown on this plan.
3. Where post off-set is constrained, and when the existing shoulder will not be widened and is wider than 4 feet, the existing shoulder may be reduced up to 4" to accommodate the 12" blockouts of the Beam Guardrail Type 31. See **PLAN VIEW ~ ALIGNMENT TAPER**.
4. Wood blocks shown. Blocks of alternate material may be used. See **Standard Specification 9-16.3(2)**.



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**BEAM GUARDRAIL TYPE 31 TO BEAM GUARDRAIL TYPE 1 ADAPTER**  
**STANDARD PLAN C-25.80-02**

SHEET 1 OF 1 SHEET

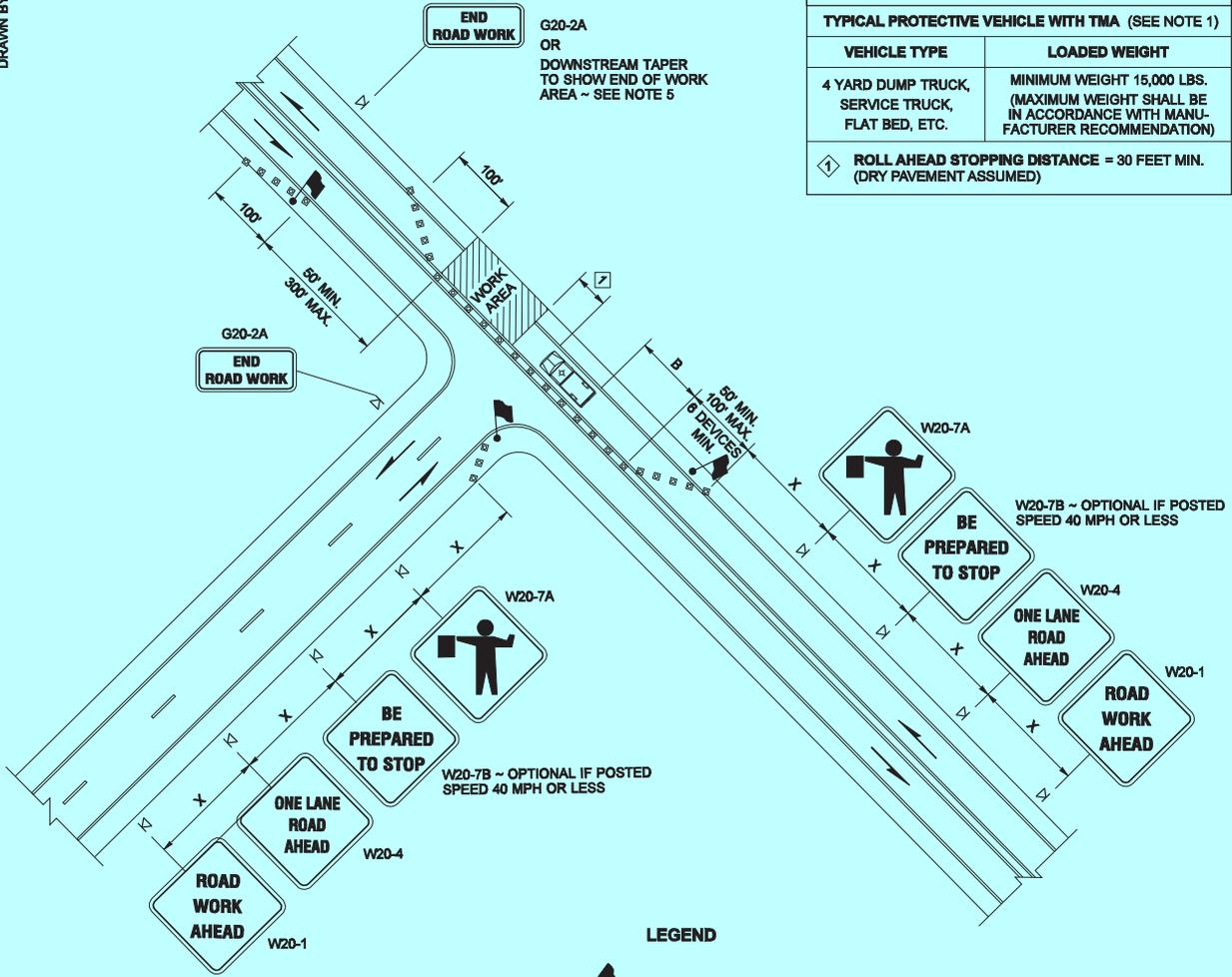
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**Pasco Bakotich III** 07/2/12  
 STATE DESIGN ENGINEER DATE



LONGITUDINAL BUFFER SPACE = B										
POSTED SPEED (MPH)	25	30	35	40	45	50	55	60	65	
LENGTH B (FEET)	155	200	250	305	360	425	495	570	645	

BUFFER DATA	
TYPICAL PROTECTIVE VEHICLE WITH TMA (SEE NOTE 1)	
VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATION)
① ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVEMENT ASSUMED)	



G20-2A OR DOWNSTREAM TAPER TO SHOW END OF WORK AREA ~ SEE NOTE 5

W20-7B ~ OPTIONAL IF POSTED SPEED 40 MPH OR LESS

W20-7B ~ OPTIONAL IF POSTED SPEED 40 MPH OR LESS

- LEGEND**
- FLAGGING STATION
  - SIGN LOCATION
  - CHANNELIZING DEVICES
  - PROTECTIVE VEHICLE ~ RECOMMENDED

**NOTES**

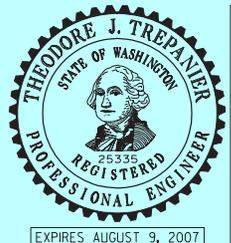
1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. Night work requires additional roadway lighting at flagging stations. See WSDOT Standard Specifications for additional details.
3. Extend Channelizing Device taper across shoulder ~ recommended.
4. Sign sequence is the same for both directions of travel on the roadway.
5. Channelizing Device spacing for the downstream taper option shall be 20' O.C.
6. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)

ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE

- (1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.
- (2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

**FOR LOCAL AGENCY USE ONLY  
NOT FOR USE ON STATE ROUTES**



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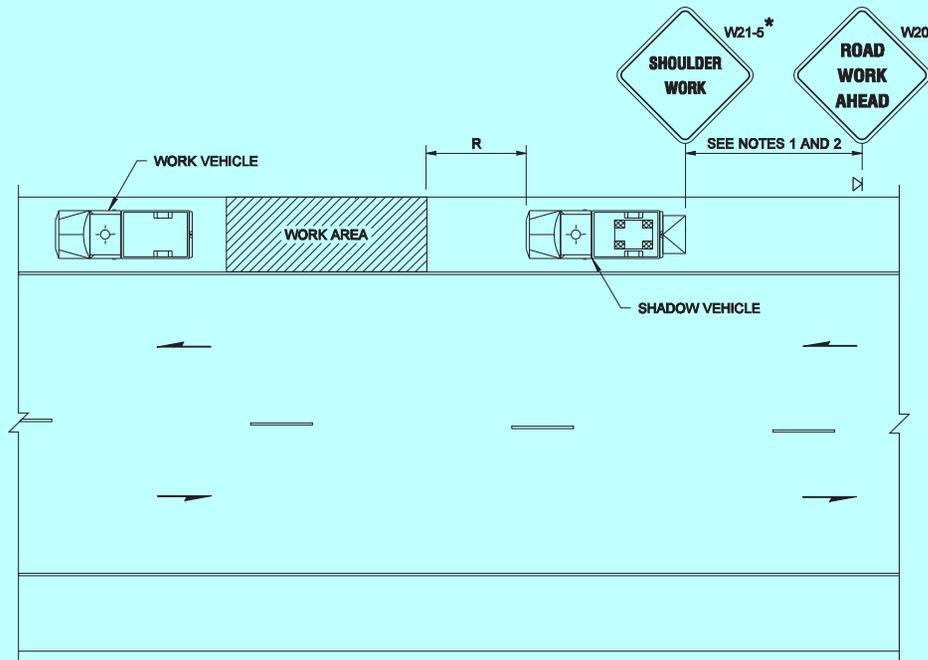
**LANE CLOSURE WITH FLAGGER CONTROL  
STANDARD PLAN K-20.40-00**

SHEET 1 OF 1 SHEET

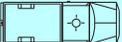
APPROVED FOR PUBLICATION	
<b>Ken L. Smith</b>	<b>02-15-07</b>
STATE DESIGN ENGINEER	DATE
Washington State Department of Transportation	

PROTECTIVE VEHICLE ROLL AHEAD DISTANCE = R		
TYPICAL PROTECTIVE VEHICLE WITH TMA		
VEHICLE TYPE	LOADED WEIGHT	STATIONARY OPERATION
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANU- FACTURER RECOMMENDATION)	30 FEET
ROLL AHEAD DISTANCES VARY AND SHALL BE DETERMINED IN FIELD BASED ON WORK OPERATION AND SITE SPECIFIC CONDITIONS		

\* PROTECTIVE VEHICLE MOUNTED



**LEGEND**

-  SIGN LOCATION
-  PROTECTIVE VEHICLE
-  TRUCK MOUNTED ATTENUATOR ~ RECOMMENDED
-  SEQUENTIAL ARROW PANEL TYPE "B"  
~ CAUTION MODE
-  WARNING BEACON ~ REQUIRED

**NOTES**

- In those situations where multiple work locations within a limited distance make it practical to place stationary signs, the distance between the advance Warning Sign and the Work Area should not exceed 5 miles.
- In those situations where the distance between the advance signs and the Work Area is 2 to 5 miles, a Supplemental Distance plaque should be used with the ROAD WORK AHEAD sign.
- No encroachment into traffic lane is permitted with this plan.
- Work vehicle and Shadow vehicle shall use Warning Beacons.
- Shadow vehicle shall maintain 500' to 1000' of sight distance to approaching traffic.
- For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

**FOR LOCAL AGENCY USE ONLY  
NOT FOR USE ON STATE ROUTES**



EXPIRES AUGUST 9, 2007

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**SHOULDER CLOSURE  
~ SHORT DURATION  
STANDARD PLAN K-40.60-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

**Ken L. Smith**      **02-15-07**

STATE DESIGN ENGINEER      DATE



# APPENDIX B



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised May 1, 2012

- I. General
- II. Nondiscrimination
- 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 (28 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 insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with 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 to 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 qualifiable 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 3)), 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 conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (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 standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 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)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor 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 1001 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, 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 journeyman'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, fringes 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 journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman 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(a)(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(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**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) or 29 CFR 4.6. 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 contacting 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 payrolls, 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 the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 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 quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined 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 contract). "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 enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective 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.epls.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 contract). "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 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.epls.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 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.

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## 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.

\*\*\*\*\*

## **XI. 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 C



General Decision Number: WA130001 07/12/2013 WA1

Superseded General Decision Number: WA20120001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Modification Number	Publication Date	Modification Number	Publication Date
0	01/04/2013	16	06/28/2013
1	01/11/2013	17	07/05/2013
2	01/18/2013	<b>18</b>	<b>07/12/2013</b>
3	02/01/2013		
4	02/08/2013		
5	02/15/2013		
6	02/22/2013		
7	03/08/2013		
8	03/15/2013		
9	03/22/2013		
10	04/05/2013		
11	04/12/2013		
12	04/19/2013		
13	05/10/2013		
14	06/07/2013		
15	06/21/2013		

CARP0001-008 09/01/2009

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:.....	\$ 27.73	10.56
GROUP 2:.....	\$ 29.73	10.56
GROUP 3:.....	\$ 28.00	10.56
GROUP 4:.....	\$ 27.73	10.56
GROUP 5:.....	\$ 63.50	10.56
GROUP 6:.....	\$ 30.75	10.56
GROUP 7:.....	\$ 31.75	10.56
GROUP 8:.....	\$ 28.00	10.56
GROUP 9:.....	\$ 33.75	10.56

WA130001 Modification 18  
Federal Wage Determinations for Highway Construction

SPOKANE AREA: ASOTIN,  
GARFIELD, LINCOLN, PEND  
OREILLE, SPOKANE, STEVENS  
AND WHITMAN COUNTIES

GROUP 1:.....	\$ 26.06	10.56
GROUP 2:.....	\$ 28.06	10.56
GROUP 3:.....	\$ 26.32	10.56
GROUP 4:.....	\$ 26.06	10.56
GROUP 5:.....	\$ 60.14	10.56
GROUP 6:.....	\$ 29.07	10.56
GROUP 7:.....	\$ 30.07	10.56
GROUP 8:.....	\$ 27.32	10.56
GROUP 9:.....	\$ 33.07	10.56

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter  
 GROUP 2: Millwright, machine erector  
 GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling  
 GROUP 4: Bridge carpenters  
 GROUP 5: Diver Wet  
 GROUP 6: Diver Tender, Manifold Operator, ROV Operator  
 GROUP 7: Diver Standby, Bell/Vehicle or Submersible operator Not Under Pressure  
 GROUP 8: Assistant Tender, ROV Tender/Technician  
 GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

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

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: 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).

WA130001 Modification 18  
Federal Wage Determinations for Highway Construction

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.

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CARP0003-006 10/01/2011

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 WAHAKIUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

Table with 3 columns: Rates, Fringes, and Job Categories (Carpenters, Divers, Drywall, Millwrights, Piledrivers).

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

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CARP0770-003 07/01/2012

	Rates	Fringes
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 CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 36.22	12.60

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

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

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

Zone Pay:

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

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND 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

WA130001 Modification 18  
Federal Wage Determinations for Highway Construction

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
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 36.39	13.60
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 35.59	13.60

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

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

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

Zone Pay:

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

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND 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

WA130001 Modification 18  
Federal Wage Determinations for Highway Construction

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 ELEC0046-001 02/04/2013

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 46.87	3%+15.96
ELECTRICIAN.....	\$ 42.61	3%+15.96

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 ELEC0048-003 01/01/2013

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 41.85	18.44
ELECTRICIAN.....	\$ 38.05	18.44

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 Delorrne Street Atlas USA 2006 plus.

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 ELEC0048-029 01/01/2013

COWLITZ AND WAHIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 41.85	16.39
ELECTRICIAN.....	\$ 38.05	16.39

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 ELEC0073-001 07/01/2012

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 31.70	15.39
ELECTRICIAN.....	\$ 28.82	15.39

WA130001 Modification 18  
 Federal Wage Determinations for Highway Construction

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 ELEC0076-002 09/01/2012

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

	Rates	Fringes
CABLE SPLICER.....	\$ 37.54	21.62
ELECTRICIAN.....	\$ 34.13	21.62

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 \* ELEC0112-005 07/01/2013

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.90	17.35
ELECTRICIAN.....	\$ 37.05	17.29

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 ELEC0191-003 06/01/2012

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 42.85	15.85
ELECTRICIAN.....	\$ 39.28	15.85

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 ELEC0191-004 07/01/2012

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.28	15.85
ELECTRICIAN.....	\$ 35.71	15.85

WA130001 Modification 18  
 Federal Wage Determinations for Highway Construction

ENGI0302-003 06/01/2012

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

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
Group 1A.....	\$ 36.54	15.90
Group 1AA.....	\$ 37.11	15.90
Group 1AAA.....	\$ 37.67	15.90
Group 1.....	\$ 35.99	15.90
Group 2.....	\$ 35.50	15.90
Group 3.....	\$ 35.08	15.90
Group 4.....	\$ 32.72	15.90

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-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and 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 reate for each group plus full fringe benefits applicable to category A projects shall apply to the following projects. A Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

#### HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

Zone 2 (26-45 radius miles) - \$ .70  
 Zone 3 (Over 45 radius miles) - \$1.00

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and 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.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving including, but utilities excluded.
3. Marine projects (docks, wharfs, ect.) less than \$150,000.

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

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

ENGI0370-002 06/01/2012

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

ZONE 1:

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 25.21	12.60
GROUP 1.....	\$ 25.21	12.60
GROUP 2.....	\$ 25.53	12.60
GROUP 3.....	\$ 26.14	12.60
GROUP 4.....	\$ 26.30	12.60
GROUP 5.....	\$ 26.46	12.60
GROUP 6.....	\$ 26.74	12.60
GROUP 7.....	\$ 27.01	12.60
GROUP 8.....	\$ 28.11	12.60

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

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

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1A: Boat Operator; Crush Feeder; Oiler; Steam Cleaner

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; 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

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, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, 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; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operatoer (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; Roller (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 & Stiffleys (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, Shaurely 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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 ENGI0612-006 07/01/2012

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

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

Zone 1 (0-25 radius miles):

	Rates	Fringes
Power equipment operators:		
GROUP 1A.....	\$ 36.54	15.90
GROUP 1AA.....	\$ 37.11	15.90
GROUP 1AAA.....	\$ 37.67	15.90
GROUP 1.....	\$ 35.99	15.90
GROUP 2.....	\$ 35.50	15.90
GROUP 3.....	\$ 35.08	15.90
GROUP 4.....	\$ 32.72	15.90

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

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit 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, stakeop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:
1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.
H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing
H-2 Class "C" Suit - Base wage rate plus \$ .25 per hour.
H-3 Class "B" Suit - Base wage rate plus \$ .50 per hour.
H-4 Class "A" Suit - Base wage rate plus \$ .75 per hour.

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ENGI0701-002 01/01/2013

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

Table with 3 columns: Rates, Fringes, and Description. Rows include GROUP 1 through GROUP 6 with corresponding rates and fringe percentages.

Zone Differential (add to Zone 1 rates):
Zone 2 - \$3.00
Zone 3 - \$6.00

WA130001 Modification 18
Federal Wage Determinations for Highway Construction

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

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

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

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

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

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

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

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

WA130001 Modification 18
Federal Wage Determinations for Highway Construction

## 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 Oiler required); Canal Trimmer (Grade Oiler required); Wheel Excavator, over 750 cu. yds. per hour; Band Wagon (in conjunction with wheel excavator); UNDERWATER EQUIPMENT: Underwater Equipment Operator, remote or otherwise; HYDRAULIC HOES-EXCAVATOR: Excavator over 130,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (with luffing or tower attachment);

GROUP 3: BULLDOZERS: Bulldozer operator, over 70,000 lbs. up to and including 120,000 lbs.; HYDRAULIC CRANE: Hydraulic crane operator, 50 tons through 89 tons (without luffing or tower attachment); LATTICE BOOM CRANES: Lattice Boom Crane-50 through 89 tons (and less than 150 feet boom); FORKLIFT: Rock Hound Operator; HYDRAULIC HOES-EXCAVATOR: excavator over 80,000 lbs. through 130,000 lbs.; LOADERS: Loader operator 60,000 and less than 120,000; RUBBER-TIRED SCRAPERS: Scraper Operator, with tandem scrapers; Self-loading, paddle wheel, auger type, finish and/or 2 or more units; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Shovel, Dragline, Clamshell operators 3 cu. yds. but less than 5 cu yds.

GROUP 4: ASPHALT: Screed Operator; Asphalt Paver operator (screeman required); BLADE: Blade operator; Blade operator, finish; Blade operator, externally controlled by electronic, mechanical hydraulic means; Blade operator, multi-engine; BULLDOZERS: Bulldozer Operator over 20,000 lbs and more than 100 horse up to 70,000 lbs; Drill Cat Operator; Side-boom Operator; Cable-Plow Operator (any type); CLEARING: Log Skidders; Chippers; Incinerator; Stump Splitter (loader mounted or similar type); Stump Grinder (loader mounted or similar type; Tub Grinder; Land Clearing Machine (Track mounted forestry mowing & grinding machine); Hydro Axe (loader mounted or similar type); COMPACTORS SELF-PROPELLED: Compactor Operator, with blade; Compactor Operator, multi-engine; Compactor Operator, robotic; CONCRETE: Mixer Mobile Operator; Screed Operator; Concrete Cooling Machine Operator; Concrete Paving Road Mixer; Concrete Breaker; Reinforced Tank Banding Machine (K-17 or similar types); Laser Screed; CRANE: Chicago boom and similar types; Lift Slab Machine Operator; Boom type lifting device, 5 ton capacity or less; Hoist Operator, two (2) drum; Hoist Operator, three (3) or more drums; Derrick Operator, under 100 ton; Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over; Cableway Operator up to twenty (25) ton; Bridge Crane Operator, Locomotive, Gantry, Overhead; Cherry Picker or similar type crane; Carry Deck Operator; Hydraulic Crane Operator, under 50 tons; LATTICE BOOM CRANE OPERATOR: Lattice Boom Crane Operator, under 50 tons; CRUSHER: Generator Operator; Diesel-Electric Engineer; Grizzley Operator; Drill Doctor; Boring Machine Operator; Driller-Percussion, Diamond, Core, Cable, Rotary and similar type; Cat Drill (John Henry); Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Diesel-electric Engineer; Jack Operator, elevating barges, Barge Operator, self-unloading; Piledriver Operator (not crane type) (Deckhand required); Floating Clamshell, etc. Operator, under 3 cu. yds. (Fireman or Diesel-Electric Engineer required); Floating Crane (derrick barge) Operator, less than 30 tons; GENERATORS: Generator Operator; Diesel-electric Engineer; GUARDRAIL EQUIPMENT: Guardrail Punch Operator (all types); Guardrail Auger Operator (all types); Combination Guardrail machines, i.e., punch auger, etc.; HEATING PLANT: Surface

Heater and Planer Operator; HYDRAULIC HOES EXCAVATOR: Robotic Hydraulic backhoe operator, track and wheel type up to and including 20,000 lbs. with any or all attachments; Excavator Operator over 20,000 lbs through 80,000 lbs.; LOADERS: Belt Loaders, Kolman and Ko Cal types; Loaders Operator, front end and overhead, 25,000 lbs and less than 60,000 lbs; Elevating Grader Operator by Tractor operator, Sierra, Euclid or similar types; PILEDRIVERS: Hammer Operator; Piledriver Operator (not crane type); PIPELINE, SEWER WATER: Pipe Cleaning Machine Operator; Pipe Doping Machine Operator; Pipe Bending Machine Operator; Pipe Wrapping Machine Operator; Boring Machine Operator; Back Filling Machine Operator; REMOTE CONTROL: Concrete Cleaning Decontamination Machine Operator; Ultra High Pressure Water Jet Cutting Tool System Operator/Mechanic; Vacuum Blasting Machine Operator/mechanic; REPAIRMEN, HEAVY DUTY: Diesel Electric Engineer (Plant or Floating; Bolt Threading Machine operator; Drill Doctor (Bit Grinder); H.D. Mechanic; Machine Tool Operator; RUBBER-TIRED SCRAPERS: Rubber-tired Scraper Operator, single engine, single scraper; Self-loading, paddle wheel, auger type under 15 cu. yds.; Rubber-tired Scraper Operator, twin engine; Rubber-tired Scraper Operator, with push-ull attachments; Self Loading, paddle wheel, auger type 15 cu. yds. and over, single engine; Water pulls, water wagons; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER OPERATOR: Diesel Electric Engineer; Stationary Drag Scraper Operator; Shovel, Dragline, Clamshell, Operator under 3 cy yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Factor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Belcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing mahine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churm Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or simialr 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 HAULRS: Cat wagon DJBs Volvo similar types; Conveyored material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chiip Spreading machine operator; Lime spreading operator, construction job siter; SWEEPERS: Sweeper operator (Wayne type) self-propelled construction job site; TRACTOR-RUBBER TIRED: Tractor operator, rubber-tired, 50 hp flywheel and under; Trenching machine operator, maximum digging capacity 3 ft depth; TUNNEL: Dinkey

GROUP 6: ASPHALT: Plant Oiler; Plant Fireman; Pugmill Operator (any type); Truck mounted asphalt spreader, with screed; COMPRESSORS: Compressor Operator (any power), under 1,250 cu. ft. total capacity; CONCRETE: Plant Oiler, Assistant Conveyor Operator; Conveyor Operator; Mixer Box Operator (C.T.B., dry batch, etc.); Cement Hog Operator; Concrete Saw Operator; Concrete Curing Machine Operator (riding type); Wire Mat or Brooming Machine Operator; CRANE: Oiler; Fireman, all equipment; Truck Crane Oiler Driver; A-frame Truck Operator, single drum; Tugger or Coffin Type Hoist Operator; CRUSHER: Crusher Oiler; Crusher Feeder; CRUSHER: Crusher oiler; Crusher feeder; DRILLING: Drill Tender; Auger Oiler; FLOATING EQUIPMENT: Deckhand; Boatman; FORKLIFT: Self-propelled Scaffolding Operator, construction job site (exclduing working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Rigger; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler; Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

\* IRON0014-005 07/01/2013

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

	Rates	Fringes
IRONWORKER.....	\$ 31.60	21.35

\* IRON0029-002 07/01/2013

CLARK, COWLITZ, KLIKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.12	21.35

\* IRON0086-002 07/01/2013

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.60	21.35

\* IRON0086-004 07/01/2013

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.14	21.35

LABO0001-002 06/01/2013

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 WAHKIAKUM 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), KITTITAS AND YAKIMA COUNTIES		
GROUP 1.....	\$ 18.73	9.85
GROUP 2.....	\$ 21.47	9.85
GROUP 3.....	\$ 23.51	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, aiartrac); 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 glas 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).

LABO0238-004 06/01/2013

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

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 22.00	10.65
GROUP 2.....	\$ 24.10	10.65
GROUP 3.....	\$ 24.37	10.65
GROUP 4.....	\$ 24.64	10.65
GROUP 5.....	\$ 24.92	10.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 21.70	10.65
GROUP 2.....	\$ 23.80	10.65
GROUP 3.....	\$ 24.07	10.65
GROUP 4.....	\$ 24.34	10.65
GROUP 5.....	\$ 24.62	10.65

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; Scalemán; 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, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Raker; Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzle man for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzle man, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, 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 riases and shafts)

GROUP 6 - Powderman

LABO0238-006 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

	Rates	Fringes
Hod Carrier.....	\$ 24.10	10.65

\* LABO0335-001 06/01/2013

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

	Rates	Fringes
<b>Laborers:</b>		
<b>ZONE 1:</b>		
GROUP 1.....	\$ 28.65	10.05
GROUP 2.....	\$ 29.25	10.05
GROUP 3.....	\$ 29.69	10.05
GROUP 4.....	\$ 30.07	10.05
GROUP 5.....	\$ 26.15	10.05
GROUP 6.....	\$ 23.73	10.05
GROUP 7.....	\$ 20.53	10.05

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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: GOLDENDALE, 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 (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

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

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

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LABO0335-019 06/01/2012

	Rates	Fringes
Hod Carrier.....	\$ 30.30	9.70

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PAIN0005-002 07/01/2013

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 28.00	14.33

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PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

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PAIN0005-006 04/15/2013

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITITITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Painters:		
Application of Cold Tar Products, Epoxies, Polyurethanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 26.44	10.23
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 21.23	10.23
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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PAIN0055-002

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 21.01	8.83
High work - All work 60 ft. or higher.....	\$ 21.61	8.83
Spray and Sandblasting.....	\$ 21.76	8.83

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PAIN0055-007

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT STRIPER.....	\$ 33.19	9.05

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PLAS0072-004 06/01/2013

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

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 PLAS0528-001 06/01/2013

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
Cement Masons:		
CEMENT MASON.....	\$ 36.63	14.55
COMPOSITION, TROWEL		
MACHINE, GRINDER, POWER		
TOOLS, GUNNITE NOZZLE.....	\$ 37.13	14.55
TROWLING MACHINE OPERATOR		
ON COMPOSITION.....	\$ 37.13	14.55

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 PLAS0555-002 06/01/2012

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

WA130001 Modification 18  
 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

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 TEAM0037-002 06/01/2012

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

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 26.90	13.25
GROUP 2.....	\$ 27.02	13.25
GROUP 3.....	\$ 27.15	13.25
GROUP 4.....	\$ 27.41	13.25
GROUP 5.....	\$ 27.63	13.25
GROUP 6.....	\$ 27.79	13.25
GROUP 7.....	\$ 27.99	13.25

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.

WA130001 Modification 18  
 Federal Wage Determinations for Highway Construction

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trucks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom dumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

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TEAM0174-001 06/29/2012

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

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 31.68	16.23
GROUP 2:.....	\$ 30.84	16.23
GROUP 3:.....	\$ 28.03	16.23
GROUP 4:.....	\$ 23.06	16.23
GROUP 5:.....	\$ 31.23	16.23

ZONE B (25-45 miles from center of listed cities\*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities\*): Add \$1.00 per hour to Zone A rates.

\*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT 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 Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired) (when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:  
 LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.  
 LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."  
 LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 06/01/2012

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
ZONE 1:		
GROUP 1.....	\$ 20.17	13.94
GROUP 2.....	\$ 22.44	13.94
GROUP 3.....	\$ 22.94	13.94
GROUP 4.....	\$ 23.27	13.94
GROUP 5.....	\$ 23.38	13.94
GROUP 6.....	\$ 23.55	13.94
GROUP 7.....	\$ 24.08	13.94
GROUP 8.....	\$ 24.44	13.94

Zone Differential (Add to Zone 1 rate: Zone 2 - \$2.00)

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

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (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: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and 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.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction with a chemical splash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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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)).

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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.

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

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.  
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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 the overtime calculation requirements are provided on the Benefit Code Key.

**Journey Level Prevailing Wage Rates for the Effective Date: 8/12/13**

County	Trade	Job Classification	Wage	Holiday	Overtime	Notes
Whitman	Asbestos Abatement Workers	Journey Level	\$34.11	5D	1H	
Whitman	Boilermakers	Journey Level	\$62.34	5N	1C	
Whitman	Brick Mason	Journey Level	\$41.48	5A	1M	
Whitman	Building Service Employees	Janitor	\$9.19		1	
Whitman	Building Service Employees	Shampooer	\$11.14		1	
Whitman	Building Service Employees	Waxer	\$9.19		1	
Whitman	Building Service Employees	Window Cleaner	\$9.19		1	
Whitman	Cabinet Makers (In Shop)	Journey Level	\$12.00		1	
Whitman	Carpenters	Carpenters	\$38.38	5A	1B	8N
Whitman	Cement Masons	Journey Level	\$37.40	7B	1N	
Whitman	Divers & Tenders	Diver	\$74.58	5A	1B	8A
Whitman	Divers & Tenders	Diver on Standby	\$43.10	5A	1B	
Whitman	Divers & Tenders	Diver Tender	\$42.10	5A	1B	
Whitman	Divers & Tenders	Diving Master	\$50.80	5A	1B	
Whitman	Divers & Tenders	Surface RCV & ROV Operator	\$42.10	5A	1B	
Whitman	Divers & Tenders	Surface RCV & ROV Operator Tender	\$40.35	5A	1B	
Whitman	Dredge Workers	Assistant Engineer	\$51.07	5D	3G	
Whitman	Dredge Workers	Assistant Mate(deckhand)	\$50.56	5D	3G	
Whitman	Dredge Workers	Boatmen	\$51.07	5D	3G	
Whitman	Dredge Workers	Engineer Welder	\$51.12	5D	3G	
Whitman	Dredge Workers	Leverman, Hydraulic	\$52.69	5D	3G	
Whitman	Dredge Workers	Maintenance	\$50.81	5D	3G	
Whitman	Dredge Workers	Mates	\$51.07	5D	3G	
Whitman	Dredge Workers	Oiler	\$50.69	5D	3G	
Whitman	Drywall Applicator	Journey Level	\$38.38	5A	1B	8N
Whitman	Drywall Tapers	Journey Level	\$21.03		1	
Whitman	Electrical Fixture Maintenance Workers	Journey Level	\$9.19		1	
Whitman	Electricians - Inside	Journeyman	\$44.21	7G	1E	
Whitman	Electricians - Motor Shop	Craftsman	\$15.37		1	
Whitman	Electricians - Motor Shop	Journey Level	\$14.69		1	
Whitman	Electricians - Powerline Construction	Cable Splicer	\$64.95	5A	4A	
Whitman	Electricians - Powerline Construction	Certified Line Welder	\$59.37	5A	4A	
Whitman	Electricians - Powerline Construction	Groundperson	\$42.16	5A	4A	
Whitman	Electricians - Powerline Construction	Head Groundperson	\$44.50	5A	4A	
Whitman	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$59.37	5A	4A	
Whitman	Electricians - Powerline Construction	Jackhammer Operator	\$44.50	5A	4A	
Whitman	Electricians - Powerline Construction	Journey Level Lineperson	\$59.37	5A	4A	
Whitman	Electricians - Powerline Construction	Line Equipment Operator	\$49.95	5A	4A	
Whitman	Electricians - Powerline Construction	Pole Sprayer	\$59.37	5A	4A	
Whitman	Electricians - Powerline Construction	Powderperson	\$44.50	5A	4A	
Whitman	Electronic Technicians	Journey Level	\$20.80		1	
Whitman	Elevator Constructors	Mechanic	\$77.70	7D	4A	
Whitman	Elevator Constructors	Mechanic In Charge	\$84.24	7D	4A	
Whitman	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$9.96		1	
Whitman	Fence Erectors	Fence Erector	\$17.29		1	

Whitman	Flaggers	Journey Level	\$31.71	7B	1M	
Whitman	Glaziers	Journey Level	\$15.63		1	
Whitman	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$22.73		1	
Whitman	Heating Equipment Mechanics	Journey Level	\$22.34		1	
Whitman	Hod Carriers & Mason Tenders	Journey Level	\$34.94	7B	1M	
Whitman	Industrial Power Vacuum Cleaner	Journey Level	\$9.24		1	
Whitman	Inland Boatmen	Journey Level	\$9.19		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$9.73		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$11.48		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$12.78		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$9.19		1	
Whitman	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$10.53		1	
Whitman	Insulation Applicators	Journey Level	\$38.38	5A	1B	8N
Whitman	Ironworkers	Journeyman	\$52.43	7N	1O	
Whitman	Laborers	Air And Hydraulic Track Drill	\$34.35	7B	1M	
Whitman	Laborers	Asphalt Raker	\$34.35	7B	1M	
Whitman	Laborers	Asphalt Roller, Walking	\$34.08	7B	1M	
Whitman	Laborers	Brick Pavers	\$33.81	7B	1M	
Whitman	Laborers	Brush Hog Feeder	\$33.81	7B	1M	
Whitman	Laborers	Brush Machine	\$34.35	7B	1M	
Whitman	Laborers	Caisson Worker, Free Air	\$34.35	7B	1M	
Whitman	Laborers	Carpenter Tender	\$33.81	7B	1M	
Whitman	Laborers	Cement Finisher Tender	\$34.08	7B	1M	
Whitman	Laborers	Cement Handler	\$33.81	7B	1M	
Whitman	Laborers	Chain Saw Operator & Faller	\$34.35	7B	1M	
Whitman	Laborers	Clean-up Laborer	\$33.81	7B	1M	
Whitman	Laborers	Compaction Equipment	\$34.08	7B	1M	
Whitman	Laborers	Concrete Crewman	\$33.81	7B	1M	
Whitman	Laborers	Concrete Saw, Walking	\$34.08	7B	1M	
Whitman	Laborers	Concrete Signalman	\$33.81	7B	1M	
Whitman	Laborers	Concrete Stack	\$34.35	7B	1M	
Whitman	Laborers	Confined Space Attendant	\$33.81	7B	1M	
Whitman	Laborers	Crusher Feeder	\$33.81	7B	1M	
Whitman	Laborers	Demolition	\$33.81	7B	1M	
Whitman	Laborers	Demolition Torch	\$34.08	7B	1M	
Whitman	Laborers	Dope Pot Fireman, Non-mechanical	\$34.08	7B	1M	
Whitman	Laborers	Driller Helper (when Required To Move & Position Machine)	\$34.08	7B	1M	
Whitman	Laborers	Drills With Dual Masts	\$34.63	7B	1M	
Whitman	Laborers	Dry Stack Walls	\$33.81	7B	1M	
Whitman	Laborers	Dumpman	\$33.81	7B	1M	
Whitman	Laborers	Erosion Control Laborer	\$33.81	7B	1M	
Whitman	Laborers	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$31.71	7B	1M	
Whitman	Laborers	Firewatch	\$33.81	7B	1M	
Whitman	Laborers	Form Cleaning Machine Feeder, Stacker	\$33.81	7B	1M	
Whitman	Laborers	Form Setter, Paving	\$34.08	7B	1M	
Whitman	Laborers	General Laborer	\$33.81	7B	1M	
Whitman	Laborers	Grade Checker	\$36.34	7B	1M	
Whitman	Laborers	Grout Machine Header Tender	\$33.81	7B	1M	
Whitman	Laborers	Guard Rail	\$33.81	7B	1M	
Whitman	Laborers	Gunite	\$34.35	7B	1M	
Whitman	Laborers	Hazardous Waste Worker (level A)	\$34.63	7B	1M	
Whitman	Laborers	Hazardous Waste Worker (level B)	\$34.35	7B	1M	

Whitman	Laborers	Hazardous Waste Worker (level C)	\$34.08	7B	1M	
Whitman	Laborers	Hazardous Waste Worker (level D)	\$33.81	7B	1M	
Whitman	Laborers	Hdpe Or Similar Liner Installer	\$33.81	7B	1M	
Whitman	Laborers	High Scaler	\$34.35	7B	1M	
Whitman	Laborers	Jackhammer Operator Miner, Class b""	\$34.08	7B	1M	
Whitman	Laborers	Laser Beam Operator	\$34.35	7B	1M	
Whitman	Laborers	Miner, Class a""	\$33.81	7B	1M	
Whitman	Laborers	Miner, Class c""	\$34.35	7B	1M	
Whitman	Laborers	Miner, Class d""	\$34.63	7B	1M	
Whitman	Laborers	Monitor Operator, Air Track Or Similar Mounting	\$34.35	7B	1M	
Whitman	Laborers	Mortar Mixer	\$34.35	7B	1M	
Whitman	Laborers	Nipper	\$33.81	7B	1M	
Whitman	Laborers	Nozzleman	\$34.35	7B	1M	
Whitman	Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$34.08	7B	1M	
Whitman	Laborers	Pavement Breaker, 90 Lbs. & Over	\$34.35	7B	1M	
Whitman	Laborers	Pavement Breaker, Under 90 Lbs.	\$34.08	7B	1M	
Whitman	Laborers	Pipelayer	\$34.35	7B	1M	
Whitman	Laborers	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$34.08	7B	1M	
Whitman	Laborers	Pipewrapper	\$34.35	7B	1M	
Whitman	Laborers	Plasterer Tenders	\$34.35	7B	1M	
Whitman	Laborers	Pot Tender	\$34.08	7B	1M	
Whitman	Laborers	Powderman	\$36.00	7B	1M	
Whitman	Laborers	Powderman Helper	\$34.08	7B	1M	
Whitman	Laborers	Power Buggy Operator	\$34.08	7B	1M	
Whitman	Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$34.08	7B	1M	
Whitman	Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$34.08	7B	1M	
Whitman	Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$34.08	7B	1M	
Whitman	Laborers	Remote Equipment Operator	\$34.63	7B	1M	
Whitman	Laborers	Remote Equipment Operator (i.e. Compaction And Demolition)	\$34.08	7B	1M	
Whitman	Laborers	Rigger/signal Person	\$34.08	7B	1M	
Whitman	Laborers	Riprap Person	\$33.81	7B	1M	
Whitman	Laborers	Rodder & Spreader	\$34.08	7B	1M	
Whitman	Laborers	Sandblast Tailhoseman	\$33.81	7B	1M	
Whitman	Laborers	Scaffold Erector, Wood Or Steel	\$33.81	7B	1M	
Whitman	Laborers	Stake Jumper	\$33.81	7B	1M	
Whitman	Laborers	Structural Mover	\$33.81	7B	1M	
Whitman	Laborers	Tailhoseman (water Nozzle)	\$33.81	7B	1M	
Whitman	Laborers	Timber Bucker & Faller (by Hand)	\$33.81	7B	1M	
Whitman	Laborers	Track Laborer (rr)	\$33.81	7B	1M	
Whitman	Laborers	Traffic Control Laborer	\$31.71	7B	1M	8T
Whitman	Laborers	Traffic Control Supervisor	\$32.71	7B	1M	8S
Whitman	Laborers	Trencher, Shawnee	\$34.08	7B	1M	
Whitman	Laborers	Trenchless Technology Technician	\$34.35	7B	1M	
Whitman	Laborers	Truck Loader	\$33.81	7B	1M	
Whitman	Laborers	Tugger Operator	\$34.08	7B	1M	
Whitman	Laborers	Vibrators, All	\$34.35	7B	1M	
Whitman	Laborers	Wagon Drills	\$34.08	7B	1M	
Whitman	Laborers	Water Pipe Liner	\$34.08	7B	1M	
Whitman	Laborers	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$34.63	7B	1M	
Whitman	Laborers	Well-point Person	\$33.81	7B	1M	
Whitman	Laborers	Wheelbarrow, Power Driven	\$34.08	7B	1M	

Whitman	Laborers - Underground Sewer & Water	All Classifications	\$24.26		1	
Whitman	Landscape Construction	Irrigation Or Lawn Sprinkler Installers	\$9.19		1	
Whitman	Landscape Construction	Landscape Equipment Operators Or Truck Drivers	\$9.19		1	
Whitman	Landscape Construction	Landscaping Or Planting Laborers	\$9.19		1	
Whitman	Lathers	Journey Level	\$38.38	5A	1B	8N
Whitman	Marble Setters	Journey Level	\$41.48	5A	1M	
Whitman	Metal Fabrication (In Shop)	Fitter	\$12.76		1	
Whitman	Metal Fabrication (In Shop)	Laborer	\$9.19		1	
Whitman	Metal Fabrication (In Shop)	Machine Operator	\$12.66		1	
Whitman	Metal Fabrication (In Shop)	Painter	\$10.20		1	
Whitman	Metal Fabrication (In Shop)	Welder	\$12.76		1	
Whitman	Millwright	Journey Level	\$51.50	5A	1B	8N
Whitman	Modular Buildings	Journey Level	\$9.19		1	
Whitman	Painters	Journey Level	\$28.69	6Z	1W	
Whitman	Pile Driver	Journey Level	\$39.35	5A	1B	8N
Whitman	Plasterers	Journey Level	\$37.08	7K	1N	
Whitman	Playground & Park Equipment Installers	Journey Level	\$9.19		1	
Whitman	Plumbers & Pipefitters	Journey Level	\$56.35	7E	1J	
Whitman	Power Equipment Operators	Journey Level	\$17.00		1	
Whitman	Power Equipment Operators- Underground Sewer & Water	Journey Level	\$28.54		1	
Whitman	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$42.91	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Spray Person	\$40.73	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$41.29	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Tree Trimmer	\$38.38	5A	4A	
Whitman	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$28.95	5A	4A	
Whitman	Refrigeration & Air Conditioning Mechanics	Journey Level	\$17.34		1	
Whitman	Residential Brick Mason	Journey Level	\$41.48	5A	1M	
Whitman	Residential Carpenters	Journey Level	\$14.30		1	
Whitman	Residential Cement Masons	Journey Level	\$12.57		1	
Whitman	Residential Drywall Applicators	Journey Level	\$19.85		1	
Whitman	Residential Drywall Tapers	Journey Level	\$21.03		1	
Whitman	Residential Electricians	Journey Level	\$16.28		1	
Whitman	Residential Glaziers	Journey Level	\$16.04		1	
Whitman	Residential Insulation Applicators	Journey Level	\$9.19		1	
Whitman	Residential Laborers	Journey Level	\$19.74		1	
Whitman	Residential Marble Setters	Journey Level	\$41.48	5A	1M	
Whitman	Residential Painters	Journey Level	\$11.08		1	
Whitman	Residential Plumbers & Pipefitters	Journey Level	\$16.97		1	
Whitman	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$9.19		1	
Whitman	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$14.66		1	
Whitman	Residential Soft Floor Layers	Journey Level	\$15.50		1	
Whitman	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$9.19		1	
Whitman	Residential Stone Masons	Journey Level	\$41.48	5A	1M	
Whitman	Residential Terrazzo Workers	Journey Level	\$15.95		1	
Whitman	Residential Terrazzo/Tile Finishers	Journey Level	\$13.87		1	
Whitman	Residential Tile Setters	Journey Level	\$15.95		1	
Whitman	Roofers	Journey Level	\$34.32	5I	1R	
Whitman	Roofers	Using Irritable Bituminous Materials	\$36.32	5I	1R	
Whitman	Sheet Metal Workers	Journey Level (Field or Shop)	\$52.91	6Z	1B	
Whitman	Sign Makers & Installers (Electrical)	Journey Level	\$13.91		1	
Whitman	Sign Makers & Installers (Non-Electrical)	Journey Level	\$13.91		1	
Whitman	Soft Floor Layers	Journey Level	\$15.79		1	
Whitman	Solar Controls For Windows	Journey Level	\$9.19		1	
Whitman	Sprinkler Fitters (Fire Protection)	Journey Level	\$48.53	7J	1R	

Whitman	Stage Rigging Mechanics (Non Structural)	Journey Level	\$13.23		1	
Whitman	Stone Masons	Journey Level	\$41.48	5A	1M	
Whitman	Street And Parking Lot Sweeper Workers	Journey Level	\$14.00		1	
Whitman	Surveyors	Chain Person	\$9.25	Null	1	
Whitman	Surveyors	Instrument Person	\$12.05	Null	1	
Whitman	Surveyors	Party Chief	\$15.05	Null	1	
Whitman	Telecommunication Technicians	Journey Level	\$17.39		1	
Whitman	Telephone Line Construction - Outside	Cable Splicer	\$35.09	5A	2B	
Whitman	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$19.22	5A	2B	
Whitman	Telephone Line Construction - Outside	Installer (Repairer)	\$33.63	5A	2B	
Whitman	Telephone Line Construction - Outside	Special Aparatus Installer I	\$35.09	5A	2B	
Whitman	Telephone Line Construction - Outside	Special Apparatus Installer II	\$34.37	5A	2B	
Whitman	Telephone Line Construction - Outside	Telephone Equipment Operator (Heavy)	\$35.09	5A	2B	
Whitman	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.62	5A	2B	
Whitman	Telephone Line Construction - Outside	Telephone Lineperson	\$32.62	5A	2B	
Whitman	Telephone Line Construction - Outside	Television Groundperson	\$18.65	5A	2B	
Whitman	Telephone Line Construction - Outside	Television Lineperson/Installer	\$24.66	5A	2B	
Whitman	Telephone Line Construction - Outside	Television System Technician	\$29.42	5A	2B	
Whitman	Telephone Line Construction - Outside	Television Technician	\$26.43	5A	2B	
Whitman	Telephone Line Construction - Outside	Tree Trimmer	\$32.95	5A	2B	
Whitman	Terrazzo Workers	Journey Level	\$32.15	5A	1M	
Whitman	Tile Setters	Journey Level	\$32.15	5A	1M	
Whitman	Tile, Marble & Terrazzo Finishers	Journey Level	\$28.07	5A	1M	
Whitman	Traffic Control Stripers	Journey Level	\$41.53	7A	1K	
Whitman	Truck Drivers	Asphalt Mix Over 20 Yards (E.WA-690)	\$37.99	5D	1V	8M
Whitman	Truck Drivers	Asphalt Mix To 20 Yards (E. WA - 690)	\$37.82	5D	1V	8M
Whitman	Truck Drivers	Dump Truck	\$19.45		1	
Whitman	Truck Drivers	Dump Truck And Trailer	\$19.45		1	
Whitman	Truck Drivers	Other Trucks	\$27.84		1	
Whitman	Truck Drivers	Transit Mixer	\$17.75		1	
Whitman	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$13.92		1	
Whitman	Well Drillers & Irrigation Pump Installers	Oiler	\$9.20		1	
Whitman	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1	



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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 (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.

Benefit Code Key – Effective 3-3-2013 thru 8-30-2013

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 3-3-2013 thru 8-30-2013

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.
  - K. All hours worked on holidays shall be paid at two times the hourly rate of wage in addition to the holiday pay.
  - 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.
  - Y. All hours worked on Saturdays (except for make-up days) 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.
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.

Benefit Code Key – Effective 3-3-2013 thru 8-30-2013

3.
  - 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.
  - 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 6:00 pm Monday through 6:00 am Saturday, shall be paid at an overtime 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.
  - G. 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, , 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 8:00 am Sunday to 8:00 am Monday and Holidays shall be paid at double the straight time rate of pay. 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.
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**

5.
  - A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
  - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
  - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
  - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
  - H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

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- 5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

**Holiday Codes Continued**

- 6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, And A Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

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6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- 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.

**Holiday Codes Continued**

7. A. 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. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- 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.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid 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.
- G. Holidays: New Year's Day, Memorial Day, Independence 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.
- 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.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The 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.

Benefit Code Key – Effective 3-3-2013 thru 8-30-2013

7. 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.
- O. 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, The Day After Or Before Christmas Day, And The Employees Birthday. 11). 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.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, 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.
- 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

Benefit Code Key – Effective 3-3-2013 thru 8-30-2013

- 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.
  
- S. 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. 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.
  
- 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.

**WSDOT's  
Predetermined List for  
Suppliers - Manufactures - Fabricator**

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.

ITEM DESCRIPTION	YES	NO
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		<b>X</b>
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		<b>X</b>
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.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
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.		<b>X</b>
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.		<b>X</b>

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
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).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
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 Contract Plans for item description and shop drawings.	X	
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).		X
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..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
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		X
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
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.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
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.	X	
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	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <b>NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed</b>	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

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 "locality" 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.

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

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

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

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

**Washington State Department of Labor and Industries  
Policy Statements  
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)**

**WAC 296-127-018 Agency filings affecting this section**

**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 D



# PROPOSAL

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## Bidder

To: Board of County Commissioners, Whitman County Courthouse, Colfax, WA  
99111

Commissioners:

The undersigned hereby certify that they have examined the locations of the RURAL ROADS SAFETY PROGRAM 2010, RUN-OFF-ROAD & INTERSECTION SAFETY PROJECT - GUARDRAIL: C.R.P.'s No. 3000-15 & 9010-10 located on Wawawai-Pullman Road, No. 9010 between mileposts 5.60 and 7.34 and Pine-City-Malden Road, No. 3000 between mileposts 0.00 and 1.75 and between mileposts 10.63 and 11.50, and have read and thoroughly understand the plans, specifications and special provisions concerning the work described in this project.

The undersigned further understand the method by which payment will be made for said work, and hereby propose to undertake and complete the work described in this project, or as much thereof as can be completed with the monies available, in accordance with the said plans, specifications and special provisions and the following schedule of rates and prices:

### SCHEDULE OF ITEMS

NOTE: Unit prices for all items (unless filled in by Contracting Agency), all extensions, and total amount of bid shall be shown. All entries must be in legible figures (not words) and typed or entered in ink.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT	TOTAL PRICE
1.	MOBILIZATION	1	L.S.	LUMP SUM	
2.	BEAM GUARDRAIL FLARED TERMINAL	7	EACH		
3.	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	12	EACH		
4.	BEAM GUARDRAIL TYPE 31 - 9 FT. LONG POST	5,356	L.F.		
5.	BEAM GUARDRAIL TYPE 31	344	L.F.		
6.	BEAM GUARDRAIL ANCHOR TYPE 10	1	EACH		
7.	PROJECT TEMPORARY TRAFFIC CONTROL	1	L.S.	LUMP SUM	
8.	TRIMMING AND CLEANUP	1	L.S.	LUMP SUM	
9.	SPCC PLAN	1	L.S.	LUMP SUM	
BASIS OF AWARD: TOTAL BID ITEMS 1-9					

**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.

# Local Agency Proposal - Signature Page

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 Agency
- Proposal Bond  In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_ , \_\_\_\_\_ & \_\_\_\_\_

Signature of Authorized Official(s)

**Proposal Must be Signed** 

\_\_\_\_\_  
\_\_\_\_\_

Firm Name

\_\_\_\_\_

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State of Washington Contractor's License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

**Note:**

- (1) This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Whitman County will be cause for considering the proposal irregular and subsequent rejection of the bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal," or "Article 4" of the Instruction to Bidders for building construction jobs.

**SUBMIT THE  
ENCLOSED PROPOSAL  
BOND FORM WITH  
YOUR PROPOSAL.**

**USE OF OTHER FORMS  
MAY SUBJECT YOUR  
BID TO REJECTION.**

**NOTE: Use of other forms may limit  
the bond below an amount equal  
to five percent of the bid total.**



# Local Agency Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, That we,

of \_\_\_\_\_ as principal, and the

a corporation duly organized under the laws of the state of \_\_\_\_\_, and

authorized to do business in the State of Washington, as surety, are held and firmly bound unto the State of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitting his or its sealed proposal for the following highway construction, to wit:

said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the Whitman County within a period of twenty (20) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

(Principal)

\_\_\_\_\_

(Surety)

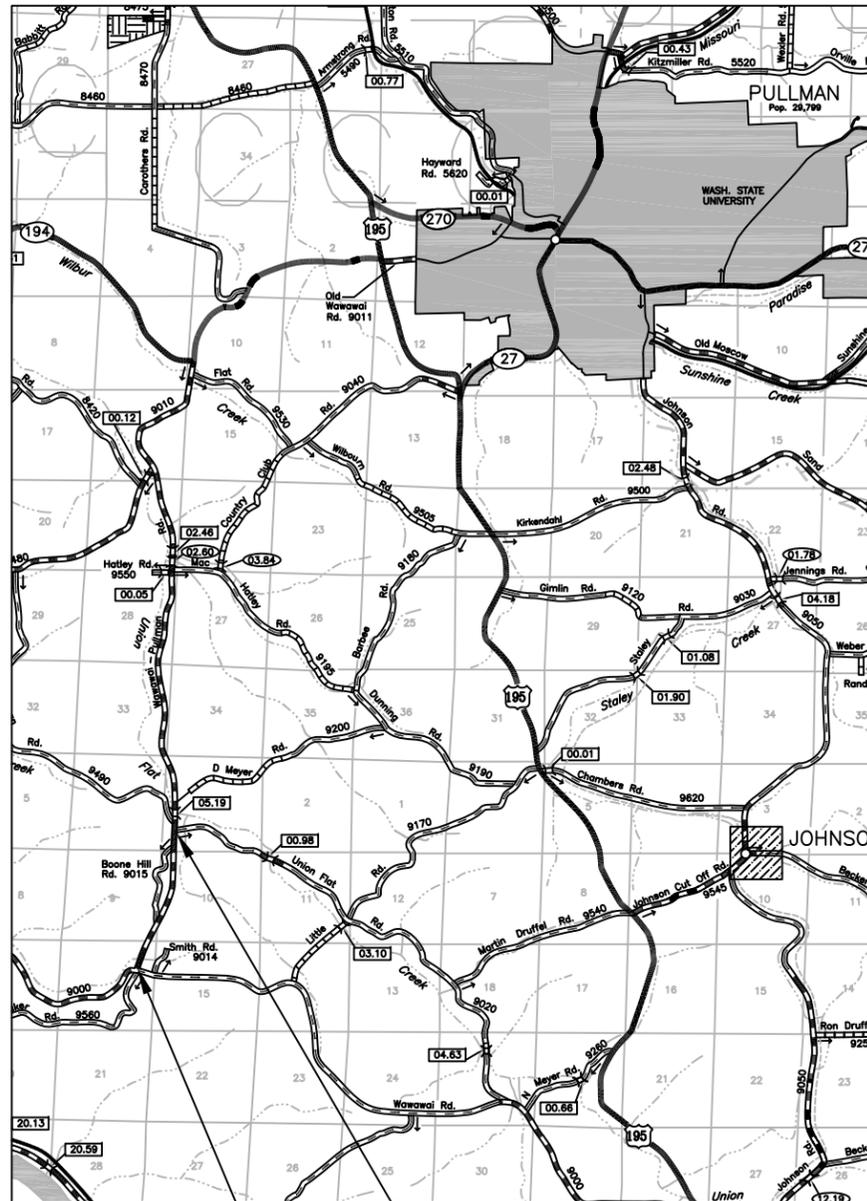
\_\_\_\_\_

(Attorney-in-fact)



R. 44 E.

R. 45 E.



M.P. 7.34

M.P. 5.60

**Rural Road Safety Program  
2010**

**Wawawai-Pullman Rd.  
Project Location - 1**

**WHITMAN COUNTY  
COMMISSIONERS**

District 1 - Art Swannack  
District 2 - Dean Kinzer  
District 3 - Michael Largent

**PROJECT LOCATION - 1  
DESCRIPTION OF WORK**

T. 15 N. LOCATION 1 CONSISTS OF FIVE DIFFERENT SECTIONS OF GUARDRAIL.

SECTION 1 - STARTING ON THE EAST SIDE OF WAWAWAI-PULLMAN RD. AT A PRIVATE APPROACH A TYPE 31 TYPE 10 ANCHOR SHALL BE INSTALLED LEADING INTO A 90° CORNER WITH A RADIUS OF 16'. REFER TO STANDARD PLAN C-20.42-03 CASE 22A-31. THEN CONTINUING APPROXIMATELY 72' WITH TYPE 31 - 9' LONG POST GUARDRAIL SOUTH TO A SECOND PRIVATE APPROACH, INCLUDING A TYPE 31 TO TYPE 1 BEAM GUARDRAIL ADAPTER. TERMINATING ON THE NORTH SIDE OF THE APPROACH WITH A SRT FLARED TERMINAL.

T. 14 N. SECTION 2 - BEGINNING ON THE SOUTH SIDE OF THE PREVIOUS APPROACH WITH A SRT FLARED TERMINAL. THEN CONTINUING APPROXIMATELY 880' WITH TYPE 31 - 9' LONG POST GUARDRAIL SOUTH TO A SECOND PRIVATE APPROACH, INCLUDING A TYPE 31 TO TYPE 1 BEAM GUARDRAIL ADAPTER. TERMINATING ON THE NORTH SIDE OF THE APPROACH WITH A TYPE 31 NON-FLARED TERMINAL.

SECTION 3 - BEGINNING ON THE NORTH SIDE OF AN APPROACH ON THE WEST SIDE OF WAWAWAI-PULLMAN RD. WITH A SRT FLARED TERMINAL. THEN CONTINUING APPROXIMATELY 550' WITH TYPE 31 - 9' LONG POST GUARDRAIL NORTH, INCLUDING A TYPE 31 TO TYPE 1 BEAM GUARDRAIL ADAPTER. TERMINATING WITH A TYPE 31 NON-FLARED TERMINAL.

T. 13 N. SECTION 4 - BEGINNING ON THE SOUTH SIDE OF THE PREVIOUS APPROACH WITH A SRT FLARED TERMINAL. THEN CONTINUING APPROXIMATELY 160' WITH TYPE 31 - 9' LONG POST GUARDRAIL SOUTH, INCLUDING A TYPE 31 TO TYPE 1 BEAM GUARDRAIL ADAPTER, TO A TYPE 31 GUARDRAIL 78° CORNER WITH A RADIUS OF 56' TERMINATING ON THE WEST SIDE OF THE WAWAWAI-PULLMAN RD. & WAWAWAI RD. INTERSECTION WITH A TYPE 31 NON-FLARED TERMINAL. REFER TO STANDARD PLAN C-20.42-03 CASE 22B-31.

SECTION 5 - BEGINNING ON THE SOUTH SIDE OF AN APPROACH ON THE EAST SIDE OF WAWAWAI-PULLMAN RD. WITH A SRT FLARED TERMINAL. THEN CONTINUING APPROXIMATELY 110' WITH TYPE 31 - 9' LONG POST GUARDRAIL SOUTH, INCLUDING A TYPE 31 TO TYPE 1 BEAM GUARDRAIL ADAPTER, TO A TYPE 31 GUARDRAIL 62° CORNER WITH A RADIUS OF 66' TERMINATING ON THE EAST SIDE OF THE WAWAWAI-PULLMAN RD. & WAWAWAI RD. INTERSECTION WITH A TYPE 31 NON-FLARED TERMINAL. REFER TO STANDARD PLAN C-20.42-03 CASE 22B-31.

**SUMMARY OF ESTIMATED QUANTITIES**

ITEM NO.	STD. ITEM NO.	UNIT	ITEM	TOTAL QUANTITY
<b>PREPARATION</b>				
1	0001	L.S.	MOBILIZATION	1
<b>TRAFFIC</b>				
2	6716	EACH	BEAM GUARDRAIL FLARED TERMINAL	7
3	6719	EACH	BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	12
4	6757	L.F.	BEAM GUARDRAIL TYPE 31 - 9 FT. LONG POST	5356
5	6757	L.F.	BEAM GUARDRAIL TYPE 31	344
6	6766	EACH	BEAM GUARDRAIL ANCHOR TYPE 10	1
7	6971	L.S.	PROJECT TEMPORARY TRAFFIC CONTROL	1
<b>OTHER ITEMS</b>				
8	7490	L.S.	TRIMMING AND CLEANUP	1
9	7736	L.S.	SPCC PLAN	1

NOTE: FOR SPECIAL FEATURES SEE SPECIAL PROVISIONS.

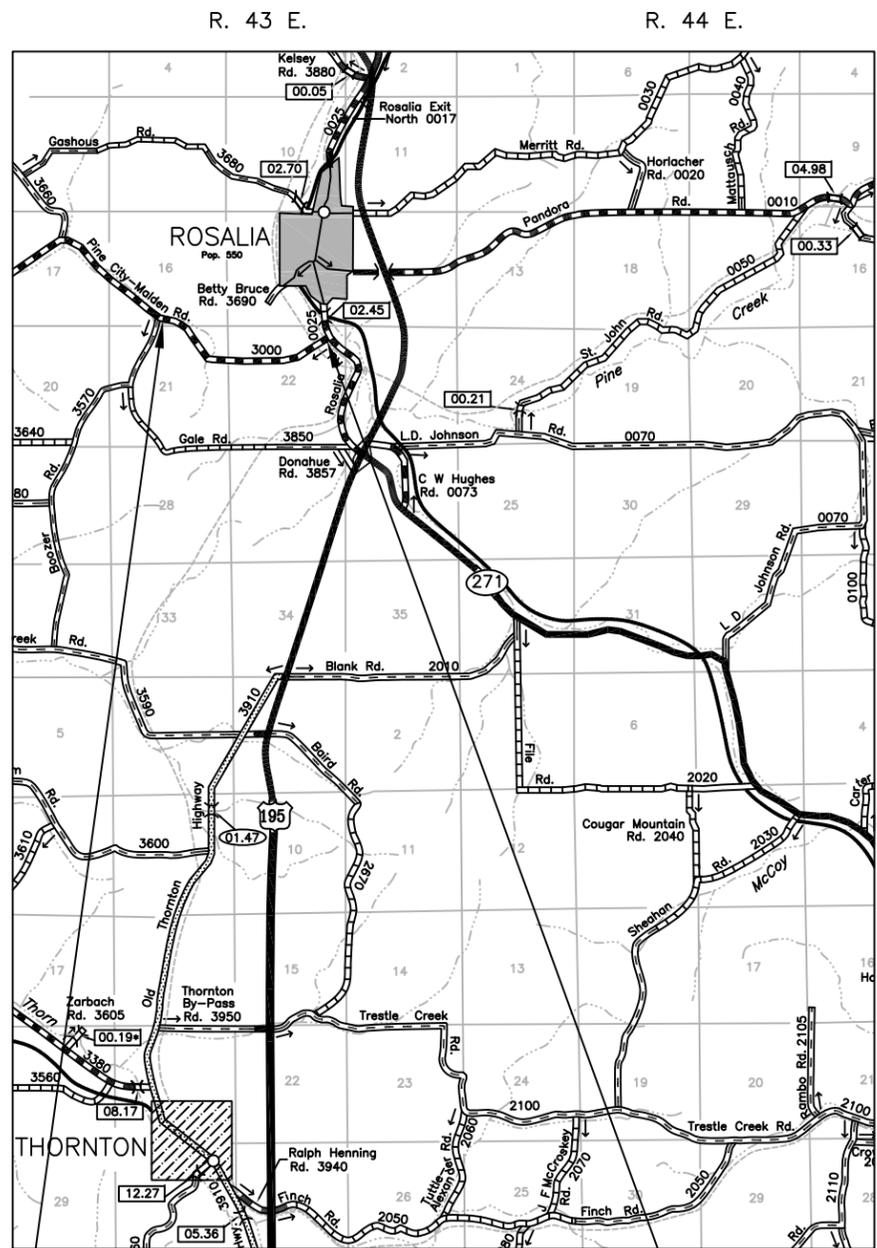
**GENERAL NOTES:**

- ALL LOCATIONS OF SPECIFIC ITEMS OF WORK WILL BE DESIGNATED IN THE THE FIELD BY THE CONTRACTING AGENCY IN CONJUNCTION WITH THE CONTRACTOR PRIOR TO THE BEGINNING OF WORK AT EACH PROJECT LOCATION.
- FLARED TERMINALS ARE TO BE INSTALLED PER STANDARD PLAN C-4b.
- TYPE 31 NON-FLARED TERMINALS ARE TO BE INSTALLED PER STANDARD PLAN C-22.40-02.
- TYPE 10 ANCHORS ARE TO BE INSTALLED PER STANDARD PLAN C-23.60-02.
- PROJECT LOCATIONS SHALL BE COMPLETED IN ORDER.



APPROVED:





M.P. 1.75 M.P. 0.00

**Rural Road Safety Program  
2010  
Pine City-Malden Rd.  
Project Location - 2**

**PROJECT LOCATION - 2  
DESCRIPTION OF WORK**

LOCATION 2 CONSISTS OF TWO DIFFERENT SECTIONS OF GUARDRAIL.

SECTION 1 - STARTING ON NORTH SIDE OF PINE CITY-MALDEN RD. AT A PRIVATE APPROACH WITH A TYPE 31 NON-FLARED TERMINAL. THEN CONTINUING APPROXIMATELY 520' WITH TYPE 31 - 9' LONG POST GUARDRAIL TO THE WEST TERMINATING WITH A TYPE 31 NON-FLARED TERMINAL.

SECTION 2 - STARTING ON SOUTH SIDE OF PINE CITY-MALDEN RD. AT A PRIVATE APPROACH WITH A TYPE 31 NON-FLARED TERMINAL. THEN CONTINUING APPROXIMATELY 580' WITH TYPE 31 - 9' LONG POST GUARDRAIL TO THE WEST TERMINATING WITH A TYPE 31 NON-FLARED TERMINAL.

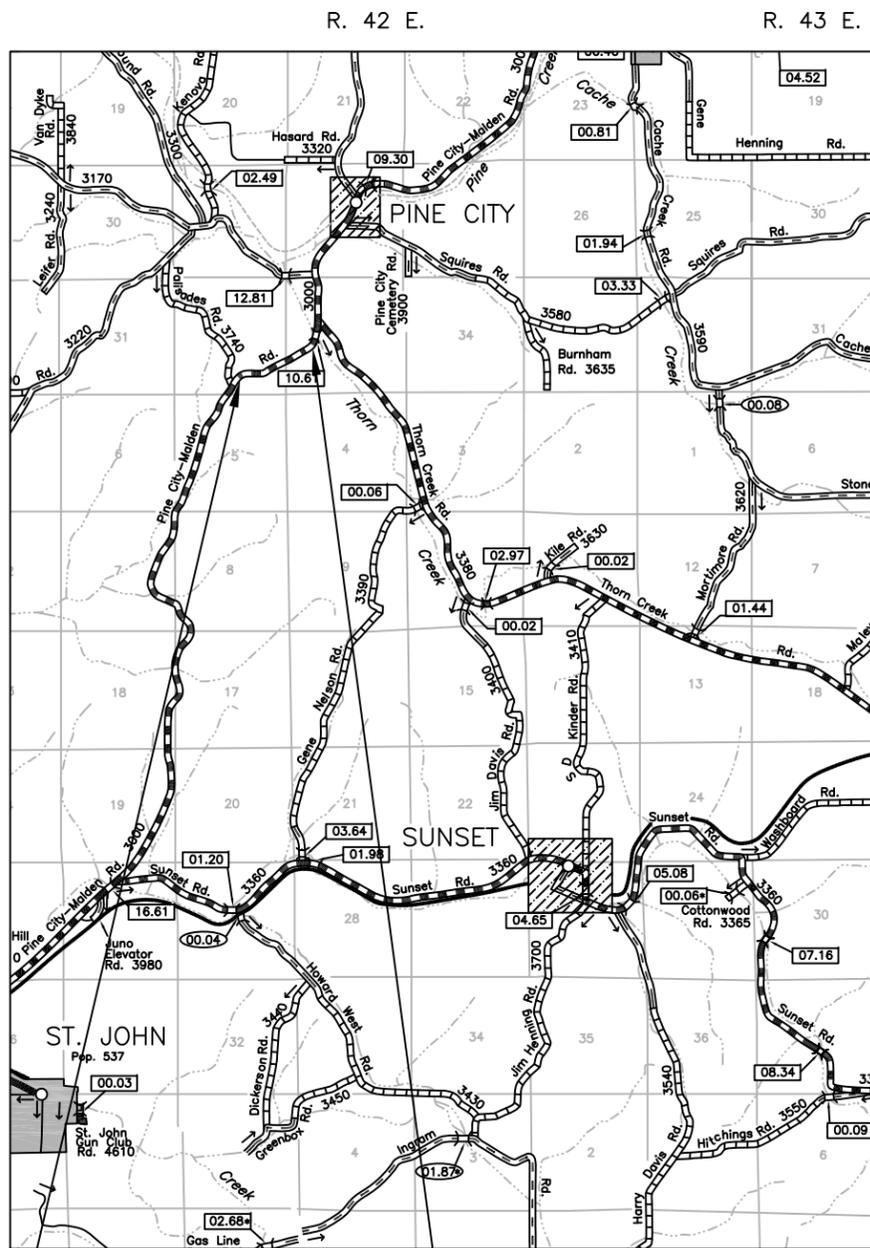
**PROJECT LOCATION - 3  
DESCRIPTION OF WORK**

LOCATION 3 CONSISTS OF THREE DIFFERENT SECTIONS OF GUARDRAIL.

SECTION 1 - STARTING ON SOUTH SIDE OF PINE CITY-MALDEN RD. AT A PRIVATE APPROACH WITH A TYPE 31 NON-FLARED TERMINAL. THEN CONTINUING APPROXIMATELY 180' WITH TYPE 31 - 9' LONG POST GUARDRAIL WEST TO A SECOND PRIVATE APPROACH, INCLUDING A TYPE 31 TO TYPE 1 BEAM GUARDRAIL ADAPTER. TERMINATING ON THE EAST SIDE OF THE APPROACH WITH A SRT FLARED TERMINAL.

SECTION 2 - BEGINNING ON EAST SIDE OF THE PREVIOUS APPROACH WITH A TYPE 31 NON-FLARED TERMINAL. THEN CONTINUING APPROXIMATELY 1000' WITH TYPE 31 - 9' LONG POST GUARDRAIL WEST TO A THIRD PRIVATE APPROACH, INCLUDING A TYPE 31 TO TYPE 1 BEAM GUARDRAIL ADAPTER. TERMINATING ON THE EAST SIDE OF THE APPROACH WITH A SRT FLARED TERMINAL.

SECTION 3 - BEGINNING ON EAST SIDE OF THE PREVIOUS APPROACH WITH A TYPE 31 NON-FLARED TERMINAL. THEN CONTINUING APPROXIMATELY 1220' WITH TYPE 31 - 9' LONG POST GUARDRAIL TO THE WEST. THEN CONTINUEING WEST APPROXIMATELY 190' WITH TYPE 31 GUARDRAIL TERMINATING WITH A TYPE 31 NON-FLARED TERMINAL.



M.P. 11.50 M.P. 10.63

**Rural Road Safety Program  
2010  
Pine City-Malden Rd.  
Project Location - 3**



**WHITMAN COUNTY COMMISSIONERS**  
District 1 - Art Swannack  
District 2 - Dean Kinzer  
District 3 - Michael Largent



<table border="1"> <tr> <td>No.</td> <td>Date</td> <td>By</td> <td>Ckd.</td> <td>Appr.</td> <td>Revision</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>					No.	Date	By	Ckd.	Appr.	Revision							Drawn By: J. MARSHALL Date: 06/2013 Designed By: M. STOREY Date: 06/2013 Checked By: M. STOREY Date: 06/2013	<b>SCALE</b> HORIZONTAL: AS SHOWN VERTICAL: AS SHOWN	<b>WHITMAN COUNTY ENGINEER</b> 310 N. MAIN ST. COLFAX WA. 99111 (509) 397-6206	PLANS PREPARED UNDER THE DIRECTION OF: <b>MARK STOREY, P.E.</b> COUNTY ENGINEER Date: 06/2013	COUNTY ROAD PROJECT NO. 3000-15 & 9010-10 <b>PROJECT LOCATION - 2 &amp; PROJECT LOCATION - 3</b> RURAL ROADS SAFETY PROGRAM 2010 RUN-OFF-ROAD & INTERSECTION SAFETY PROJECT - GUARDRAIL INSTALLATION	<b>SHEET</b> 2 OF 2
No.	Date	By	Ckd.	Appr.	Revision																	