

# GRANT COUNTY PUBLIC WORKS DEPARTMENT

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## CONTRACT PROVISIONS and PLANS

For Construction of:

**Dodson Road Overlay**  
**CRP 11-01**  
**STPR-E131(005)**  
**TA-4586**

Sealed Bids will be Opened on  
**September 27, 2011**

at

**1:30 P.M.**

at the Office of the  
Board of County Commissioners  
Grant County Courthouse  
P.O. Box 37  
35 C Street NW, Room 207  
Ephrata, Washington 98823

Informational Only - NOT FOR BIDDING

## NOTICE TO CONTRACTORS

Sealed bids, plainly marked "**BID FOR Dodson Road Overlay, CRP 11-01**", will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, P.O. Box 37, 35 C Street NW – Room 207, Ephrata, WA, 98823, until **1:30 P.M., Tuesday, September 27, 2011** and will then and there be opened and publicly read for the construction of the improvements.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. No conditional bid bond will be accepted. Should the successful bidder fail to enter into such contract and furnish a satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Grant County.

Maps, plans and specifications may be purchased from the office of the County Engineer, 124 Enterprise St. S.E., Ephrata, WA 98823, upon payment of the amount of \$25.00 (non-refundable).

Informational copies of the maps, plans and specifications are on file for inspection at the Grant County Public Works Building, 124 Enterprise St. S.E., Ephrata, WA 98823, and in various plan centers located in Washington.

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

The Board of County Commissioners of Grant County, Washington, reserves the right to reject any and all bids. The award of this contract, if made, will be to the lowest responsible bidder.

The improvement for which bids will be received follows:

### **Dodson Road Overlay – CRP 11-01**

This contract provides for the construction of 4.82 miles of HMA overlay on a two lane county road in Grant County, WA, and includes planing bituminous pavement, shoulder finishing, hot mix asphalt, project temporary traffic control, raising existing beam guardrail, painted centerline and edge line and other work all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

## BIDDER'S CHECK LIST

The bidder's attention is especially called to the following forms which must be executed in full as required:

- (A) PROPOSAL  
The unit prices bid must be shown in the spaces provided. Show unit prices in figures only. All extensions of the unit prices must be shown in the spaces provided.
- (B) PROPOSAL SIGNATURE SHEET  
To be filled in and signed by the bidder.
- (C) STATEMENT OF CONTRACTOR QUALIFICATIONS  
To be filled in and signed by the bidder.
- (D) BID BOND  
This form is to be executed by the bidder and his surety company unless the bid is accompanied by cash, certified or cashier's check. The amount of this bond shall be equal to 5% of the total amount bid and may be shown in dollars or on a percentage basis.
- (E) Non-Collusion Declaration (272-036)

The following forms are to be executed after the contract is awarded:

- (F) CONTRACT  
This agreement is to be executed by the successful bidder, his surety company, and Grant County.
- (G) CONTRACT BOND  
To be executed by the successful bidder and his surety company.

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Informational Only - NOT FOR BIDDING

*Informational Only - NOT FOR BIDDING*

1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2010  
3 Standard Specifications for Road, Bridge, and Municipal Construction.  
4

5 **AMENDMENTS TO THE STANDARD SPECIFICATIONS**  
6

7 The following Amendments to the Standard Specifications are made a part of this contract and  
8 supersede any conflicting provisions of the Standard Specifications. For informational  
9 purposes, the date following each Amendment title indicates the implementation date of the  
10 Amendment or the latest date of revision.  
11

12 Each Amendment contains all current revisions to the applicable section of the Standard  
13 Specifications and may include references which do not apply to this particular project.  
14

15 **SECTION 1-01, DEFINITIONS AND TERMS**  
16 **August 2, 2010**

17 **1-01.2(1) Associations and Miscellaneous**

18 The abbreviation and definition "AREA American Railway Engineering Association" is  
19 replaced with the following:  
20

21 AREMA American Railway Engineering and Maintenance Association  
22

23 **SECTION 1-02, BID PROCEDURES AND CONDITIONS**  
24 **July 11, 2011**

25 **1-02.5 Proposal Forms**

26 The first paragraph is revised to read:  
27

28 At the request of a prequalified Bidder, the Contracting Agency will provide a physical  
29 Proposal Form for any project on which the Bidder is eligible to Bid. For certain projects  
30 selected at the sole discretion of the Contracting Agency, the Bidder may also be  
31 authorized to access an electronic Proposal Form for submittal via Trns-Port Expedite®  
32 software and BidExpress®.  
33

34 **1-02.6 Preparation of Proposal**

35 The first paragraph is revised to read:  
36

37 The Contracting Agency will accept only those Proposals properly executed on physical  
38 forms it provides, or electronic forms that the bidder has been authorized to access. Unless  
39 it approves in writing, the Contracting Agency will not accept Proposals on forms attached  
40 to the Plans and stamped "Informational".  
41

42 The second paragraph is revised to read:  
43

44 All prices shall be in legible figures (not words) written in ink or typed, and expressed in  
45 U.S. dollars and cents. The Proposal shall include:  
46

- 1 1. A unit price for each item (omitting digits more than four places to the right of the  
2 decimal point),  
3
- 4 2. An extension for each unit price (omitting digits more than two places to the right  
5 of the decimal point), and  
6
- 7 3. The total Contract price (the sum of all extensions).  
8

9 In the space provided on the signature sheet, the Bidder shall confirm that all Addenda  
10 have been received.  
11

12 The third paragraph is revised to read:  
13

14 The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprises  
15 (DBE) Utilization Certification, when required by the Special Provisions. For each and  
16 every DBE firm listed on the Bidder's completed DBE Utilization Certification, the Bidder  
17 shall submit written confirmation from that DBE firm that the DBE is in agreement with the  
18 DBE participation commitment that the Bidder has made in the Bidder's completed DBE  
19 Utilization Certification. WSDOT Form 422-031 EF (DBE Written Confirmation Document)  
20 is available for this purpose. Bidder must submit good faith effort documentation with the  
21 DBE Utilization Certification **ONLY In The Event** the bidder's efforts to solicit sufficient DBE  
22 participation have been unsuccessful. Directions for delivery of the DBE Written  
23 Confirmation Documents and DBE Good Faith Effort documentation are included in Section  
24 1-02.9 Delivery of Proposal and Section 1-02.10 Withdrawing, Revising or Supplementing  
25 Proposal.  
26

### 27 **1-02.7 Bid Deposit**

28 This section is revised to read:  
29

30 A deposit of at least 5-percent of the total Bid shall accompany each Bid. This deposit may  
31 be cash, certified check, cashier's check, or a proposal bond (Surety bond). For projects  
32 that are selected by the Contracting Agency to be bid electronically, the proposal bond may  
33 be in either a physical format, or an electronic format via Surety2000.com or  
34 Insurevision.com and BidExpress®. When a physical bid deposit or proposal bond is  
35 furnished to accompany an electronic Proposal Form, the Bid deposit shall be received by  
36 the Contracting Agency at the location specified for receipt of bids prior to the time set for  
37 receipt of Bids. Any proposal bond shall be on a form acceptable to the Contracting  
38 Agency and shall be signed by the Bidder and the Surety. A proposal bond shall not be  
39 conditioned in any way to modify the minimum 5-percent required. The Surety shall: (1) be  
40 registered with the Washington State Insurance Commissioner, and (2) appear on the  
41 current Authorized Insurance List in the State of Washington published by the Office of the  
42 Insurance Commissioner.  
43

44 The failure to furnish a Bid deposit of a minimum of 5-percent with the Bid or as a physical  
45 supplement to the electronic Proposal Form shall make the Bid nonresponsive and shall  
46 cause the Bid to be rejected by the Contracting Agency.  
47

### 48 **1-02.8(2) Lobbying Certification**

49 The last paragraph is revised to read:  
50

51 The Certification for Federal-Aid Contracts (Form DOT 272-040) may be reproduced from  
52 the Proposal form. The disclosure form is available from the Washington State Department

1 of Transportation's Contract Ad & Award Office, Transportation Building, Olympia,  
2 Washington 98504.

### 3 4 **1-02.9 Delivery of Proposal**

5 This section is revised to read:

6  
7 For projects scheduled for bid opening in Olympia, each Proposal shall be sealed and  
8 submitted in the envelope provided with it, or electronically via Trns-Port Expedite®  
9 software and BidExpress® at the location and time identified in Section 1-02.12. The Bidder  
10 shall fill in all blanks on this envelope to ensure proper handling and delivery.

11  
12 For projects scheduled for bid opening in other locations, each Proposal shall be sealed  
13 and submitted in the envelope provided with it, at the location and time identified in Section  
14 1-02.12. The Bidder shall fill in all blanks on this envelope to ensure proper handling and  
15 delivery.

16  
17 The Contracting Agency will not open or consider any Proposal or any supplement to a  
18 Proposal that is received after the time specified for receipt of Proposals, or received in a  
19 location other than that specified for receipt of Proposals.

20  
21 **NOTE:** Certain documents that are required for an electronic Bid Proposal to be  
22 responsive CANNOT be submitted electronically via Trns-Port Expedite® software  
23 and BidExpress®. These documents include:

- 24  
25 1. DBE Written Confirmation Documents; and,
- 26  
27 2. Good Faith Effort Documentation; and,
- 28  
29 3. Cash, certified checks, cashier's checks, or a proposal bond (Surety  
30 bond) in formats other than via Surety2000.com or Insurevision.com.

31  
32 The Bidder shall provide all documents that are required for an electronic Bid Proposal to  
33 be responsive (but cannot be submitted electronically via Trns-Port Expedite® software and  
34 BidExpress®) as a supplement to their electronic Bid Proposal in one of the following  
35 methods:

- 36  
37 1. Physically in a sealed envelope marked as "BID SUPPLEMENT" and bearing the  
38 Bidders company name, project title, Bid date, and description of contents (for  
39 example: DBE Written Confirmation, DBE Good Faith Efforts, Proposal Deposit,  
40 etc.); or,
- 41  
42 2. Except for Item #3 above, by facsimile to the following FAX number: (360) 705-  
43 6966.

44  
45 E-mailed submittals are not acceptable. The Contracting Agency is not responsible for  
46 delayed, partial, failed, illegible or partially legible FAX document transmissions, and such  
47 documents may be rejected as incomplete at the Bidder's risk.

### 48 49 **1-02.10 Withdrawal or Revision of Proposal**

50 This section including title is revised to read:

1 **Withdrawing, Revising, or Supplementing Proposal**

2 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may  
3 withdraw, revise, or supplement it if:

- 4
- 5 1. The Bidder submits a written request signed by an authorized person, and
  - 6
  - 7 2. The Contracting Agency receives the request before the time set for receipt of
  - 8 Proposals.
  - 9

10 The original physical Bid Proposal may be supplemented, or revised and resubmitted as  
11 the official Bid Proposal if the Contracting Agency receives it before the time set for receipt  
12 of Proposals. Faxed Bid revisions and supplements will be accepted only if they are  
13 submitted in accordance with the "Example Format for Facsimile Bid Changes" instructions  
14 posted on the WSDOT website at <http://www.wsdot.wa.gov/biz/contaa/buletin/>.

15  
16 E-mailed requests to withdraw, revise or supplement a Proposal are not acceptable. The  
17 contracting Agency is not responsible for delayed, partial, failed, illegible or partially legible  
18 FAX document transmissions, and such documents may be rejected as incomplete at the  
19 Bidders risk.

20  
21 The Contracting Agency will not accept requests to revise or withdraw electronic **Bid**  
22 **Proposals**. Such requests shall be furnished directly to BidExpress® and in accordance  
23 with their terms and conditions.

24  
25 **1-02.13 Irregular Proposals**

26 In the first paragraph, Item h beneath item number 1 is revised to read:

- 27
- 28 h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise
  - 29 Utilization Certification, if applicable, as required in Section 1-02.6;
  - 30

31 In the first paragraph, item I beneath item number 1 is revised to read:

- 32
- 33 i. The Bidder fails to submit written confirmation from each DBE firm listed on the
  - 34 Bidder's completed DBE Utilization Certification that they are in agreement with the
  - 35 bidders DBE participation commitment, if applicable, as required in Section 1-02.6, or if
  - 36 the written confirmation that is submitted fails to meet the requirements of the Special
  - 37 Provisions;
  - 38

39 Item 1 in the first paragraph is supplemented with the following:

- 40
- 41 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as
  - 42 required in Section 1-02.6, or if the documentation that is submitted fails to
  - 43 demonstrate that a Good Faith Effort to meet the Condition of Award was made; or
  - 44
  - 45 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
  - 46 material terms of the Bid invitation.
  - 47

48 **SECTION 1-06, CONTROL OF MATERIALS**

49 **January 3, 2011**

50 **1-06.1 Approval of Materials Prior to Use**

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

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

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

- 5
- 6 • Steel Bridges and Steel Bridge components
- 7 • Cantilever Sign Structures and Sign Bridges
- 8 • Prestressed Concrete Girders and Precast Bridge Components
- 9 • Cylindrical, Disc, Pin, and Spherical Bearings
- 10 • Modular Expansion Joints
- 11 • Epoxy Coated Reinforcing Steel
- 12 • Painted and Powder Coated Luminaire and Signal Poles
- 13 • Additional items as may be determined by the Engineer
- 14

15 The deductions for fabrication inspection costs will be as shown in the Payment Table  
16 below.

17

Zone	Place of Fabrication	Reduction in Payment
1	Within 300 airline miles from Seattle	None
2	Between 300 and 3,000 airline miles from Seattle	\$700.00 per *inspection day
3	Over 3,000 airline miles from Seattle	\$1,000 per *inspection day, but not less than \$2,500 per trip

18 \*Note - An inspection day includes any calendar day or portion of a calendar day  
19 spent inspecting at or traveling to and from a place of fabrication.  
20

21 Where fabrication of an item takes place in more than one zone, the reduction in payment  
22 will be computed on the basis of the entire item being fabricated in the furthest of zones  
23 where any fabrication takes place on that item.

24  
25 The rates for Zone 2 and 3 shall be applied for the full duration time of all fabrication  
26 inspection activities to include but not limited to; plant approvals, prefabrication meetings,  
27 fabrication, coatings and final inspection.  
28

- 1 **1-06.2(2)A General**
- 2 Table 2 "Pay Factors" on page 1-39 is revised to read:
- 3

**Table 2  
Pay Factors**

PAY FACTOR Category	Minimum Required Percent of Work Within Specification Limits for a Given Factor (PU + PL) – 100														
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
1.05						100	100	100	100	100	100	100	100	100	100
1.04					100	99	97	95	96	96	96	97	97	97	97
1.03				100	98	96	94	92	93	93	94	95	95	96	96
1.02				99	97	94	91	89	90	91	92	93	93	94	94
1.01	100	100	100	98	95	92	89	87	88	89	90	91	92	92	92
1.00	69	75	78	80	82	83	84	85	86	87	88	89	90	91	92
0.99	66	72	76	78	80	81	82	83	84	85	86	87	88	90	91
0.98	64	70	74	76	78	79	80	81	82	84	85	86	87	88	90
0.97	63	68	72	74	76	77	78	79	81	82	83	84	86	87	88
0.96	61	67	70	72	74	75	76	78	79	81	82	83	84	86	87
0.95	59	65	68	71	72	74	75	76	78	79	80	82	83	84	86
0.94	58	63	67	69	71	72	73	75	76	78	79	80	82	83	85
0.93	57	62	65	67	69	71	72	73	75	76	78	79	80	82	84
0.92	55	60	63	66	68	69	70	72	73	75	76	78	79	81	82
0.91	54	59	62	64	66	68	69	70	72	74	75	76	78	79	81
0.90	53	57	61	63	65	66	67	69	71	72	74	75	77	78	80
0.89	51	56	59	62	63	65	66	68	69	71	72	74	75	77	79
0.88	50	55	58	60	62	64	65	66	68	70	71	73	74	76	78
0.87	49	53	57	59	61	62	63	65	67	68	70	71	73	75	77
0.86	48	52	55	58	59	61	62	64	66	67	69	70	72	74	76

(Continued)

- 4
- 5
- 6
- 7 Table 2 "Pay Factors" on page 1-40 is revised to read:
- 8

**Table 2  
Pay Factors (continued)**

PAY FACTOR Category	Minimum Required Percent of Work Within Specification Limits for a Given Factor (P <sub>U</sub> + P <sub>L</sub> ) – 100														
	n=3	n=4	n=5	n=6	n=7	n=8	n=9	n=10 to n=11	n=12 to n=14	n=15 to n=17	n=18 to n=22	n=23 to n=29	n=30 to n=42	n=43 to n=66	n=67 to ∞
0.85	46	51	54	56	58	60	61	62	64	66	67	69	71	72	75
0.84	45	49	53	55	57	58	60	61	63	65	66	68	70	71	73
0.83	44	48	51	54	56	57	58	60	62	64	65	67	69	70	72
0.82	43	47	50	53	54	56	57	59	61	62	64	66	67	69	71
0.81	41	46	49	51	53	55	56	58	59	61	63	64	66	68	70
0.80	40	44	48	50	52	54	55	56	58	60	62	63	65	67	69
0.79	39	43	46	49	51	52	54	55	57	59	61	62	64	66	68
0.78	38	42	45	48	50	51	52	54	56	58	59	61	63	65	67
0.77	36	41	44	46	48	50	51	53	55	57	58	60	62	64	66
0.76	35	39	43	45	47	49	50	52	54	56	57	59	61	63	65
0.75	33	38	42	44	46	48	49	51	53	54	56	58	60	62	64
REJECT	Values Less Than Those Shown Above														
Reject Quality Levels Less Than Those Specified for a 0.75 Pay Factor															
Note: If the value of (P <sub>U</sub> + P <sub>L</sub> ) - 100 does not correspond to a (P <sub>U</sub> + P <sub>L</sub> ) - 100 value in this table, use the next smaller (P <sub>U</sub> + P <sub>L</sub> ) - 100 value.															

- 9
- 10
- 11 **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**
- 12 **August 1, 2011**
- 13 **1-07.2 Sales Tax**
- 14 The third sentence in the first paragraph is revised to read:
- 15

1 The Contractor shall contact the Contract Payment section of the Division of Accounting &  
2 Financial Services of the Department of Transportation, Olympia WA for questions on sales  
3 tax.  
4

5 The first sentence in the third paragraph is revised to read:  
6

7 The Contracting Agency will pay the retained percentage only if the Contractor has  
8 obtained from the State Department of Revenue a certificate showing that all Contract-  
9 related taxes have been paid (RCW 60.28.051).  
10

### 11 **1-07.5(3) State Department of Ecology**

12 Item No. 4. in the first paragraph is revised to read:  
13

14 4. Perform Work in such a manner that all materials and substances not specifically  
15 identified in the Contract documents to be placed in the water do not enter waters of  
16 the State, including wetlands. These include, but are not limited to, petroleum  
17 products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater,  
18 slurry materials and waste from shaft drilling, sediments, sediment-laden water,  
19 chemicals, paint, solvents, or other toxic or deleterious materials.  
20

### 21 **1-07.9(1) General**

22 The second sentence in the fourth paragraph is revised to read:  
23

24 When the project involves highway Work, heavy Work and building Work, the Contract  
25 Provisions may list a Federal wage and fringe benefit rate for the highway Work, a separate  
26 Federal wage and fringe benefit rate for both the heavy Work and the building Work.  
27

### 28 **1-07.13(4) Repair of Damage**

29 The last sentence in the first paragraph is revised to read:  
30

31 For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2), 1-07.13(3), or 8-  
32 17.5, payment will be made in accordance with Section 1-09.4 using the estimated bid item  
33 "Reimbursement for Third Party Damage".  
34

### 35 **1-07.14 Responsibility for Damage**

36 The third, fourth and fifth paragraphs are revised to read:  
37

38 Subject to the limitations in this section and RCW 4.24.115 the Contractor shall indemnify,  
39 defend, and save harmless the State, Governor, Commission, Secretary, and all officers  
40 and employees of the State from all claims, suits, or actions brought for injuries to, or death  
41 of, any persons or damages resulting from construction of the Work or in consequence of  
42 any negligence or breach of contract regarding the Work, or the use of any improper  
43 materials in the Work, caused in whole or in part by any act or omission by the Contractor  
44 or the agents or employees of the Contractor during performance or at any time before final  
45 acceptance. In addition to any remedy authorized by law, the State may retain so much of  
46 the money due the Contractor as deemed necessary by the Engineer to ensure  
47 indemnification until disposition has been made of such suits or claims.  
48

49 Subject to the limitations in this section and RCW 4.24.115, the Contractor shall indemnify,  
50 defend, and save harmless any county, city, or region, its officers, and employees  
51 connected with the Work, within the limits of which county, city, or region the Work is being  
52 performed, all in the same manner and to the same extent as provided above for the  
53 protection of the State, its officers and employees, provided that no retention of money due

1 the Contractor be made by the State except as provided in RCW 60.28, pending disposition  
2 of suits or claims for damages brought against the county, city, or district.

3  
4 Pursuant to RCW 4.24.115, where such claims, suits, or actions result from the concurrent  
5 negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the  
6 Contractor or the Contractor's agent or employees, the indemnity provisions provided in the  
7 preceding paragraphs of this section shall be valid and enforceable only to the extent of the  
8 Contractor's negligence or the negligence of its agents and employees.

9  
10 This section is supplemented with the following:

11  
12 THE CONTRACTOR SPECIFICALLY ASSUMES ALL POTENTIAL LIABILITY FOR  
13 ACTIONS BROUGHT BY EMPLOYEES OF THE CONTRACTOR AND, SOLELY FOR THE  
14 PURPOSE OF ENFORCING THE DEFENSE AND INDEMNIFICATION OBLIGATIONS  
15 SET FORTH IN SECTION 1-07.14, THE CONTRACTOR SPECIFICALLY WAIVES ANY  
16 IMMUNITY GRANTED UNDER THE STATE INDUSTRIAL INSURANCE LAW, RCW TITLE  
17 51. THIS WAIVER HAD BEEN MUTUALLY NEGOTIATED BY THE PARTIES. THE  
18 CONTRACTOR SHALL SIMILARLY REQUIRE THAT EACH SUBCONTRACTOR IT  
19 RETAINS IN CONNECTION WITH THE PROJECT COMPLY WITH THE TERMS OF THIS  
20 PARAGRAPH, WAIVE ANY IMMUNITY GRANTED UNDER RCW TITLE 51 AND ASSUME  
21 ALL LIABILITY FOR ACTIONS BROUGHT BY EMPLOYEES OF THE SUBCONTRACTOR.

#### 22 23 **1-07.15 Temporary Water Pollution/Erosion Control**

24 The fourth paragraph is deleted.

#### 25 26 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**

27 This section is deleted in its entirety and replaced with the following:

28  
29 The Contractor shall prepare and implement a project-specific spill prevention, control, and  
30 countermeasures plan (SPCC Plan) for the duration of the project. The Contractor shall  
31 submit the plan to the Project Engineer no later than the date of the preconstruction  
32 conference. No on-site construction activities may commence until the Contracting Agency  
33 accepts an SPCC Plan for the project. SPCC Plan template and guidance information is  
34 available at:

35 <http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm>.

36  
37 The SPCC Plan shall address all fuels, petroleum products and hazardous materials, as  
38 defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11).  
39 Occupational safety and health requirements that may pertain to SPCC Plan  
40 implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843. The  
41 SPCC Plan shall address conditions that may be required by Section 3406 of the current  
42 International Fire Code, or as approved by the local Fire Marshal.

#### 43 44 **Implementation Requirements**

45 The Contractor shall update the SPCC Plan throughout project construction so that the  
46 written plan reflects actual site conditions and practices. The Contractor shall update the  
47 SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project  
48 site. The Contractor shall fully implement the SPCC Plan, as accepted and updated, at all  
49 times.

#### 50 51 **SPCC Plan Element Requirements**

52 The SPCC Plan shall set forth the following information in the following order:

- 53  
54 1. Responsible Personnel

1 Identify the names, titles, and contact information for the personnel responsible for  
2 implementing and updating the plan and for responding to spills.

3  
4 2. Spill Reporting

5 List the names and telephone numbers of the Federal, State, and local agencies  
6 the Contractor shall notify in the event of a spill.

7  
8 3. Project and Site Information

9 Describe the following items:

- 10 A. The project Work.  
11  
12 B. The site location and boundaries.  
13  
14 C. The drainage pathways from the site.  
15  
16 D. Nearby waterways and sensitive areas and their distances from the site.  
17

18  
19 4. Potential Spill Sources

20 Describe each of the following for all potentially hazardous materials brought or  
21 generated on-site (including materials used for equipment operation, refueling,  
22 maintenance, or cleaning):

- 23 A. Name of material and its intended use.  
24  
25 B. Estimated maximum amount on-site at any one time.  
26  
27 C. Location(s) (including any equipment used below the ordinary high water  
28 line) where the material will be staged, used, and stored and the  
29 distance(s) from nearby waterways and sensitive areas.  
30

31  
32 5. Pre-Existing Contamination

33 Describe any pre-existing contamination and contaminant sources (such as buried  
34 pipes or tanks) in the project area that are described in the Contract provisions  
35 and Plans. Identify equipment and work practices that shall be used to prevent the  
36 release of contamination.  
37

38 6. Spill Prevention and Response Training

39 Describe how and when all project personnel, including refueling personnel and  
40 other Subcontractors, shall be trained in spill prevention, containment, and  
41 response and in the location of spill response kits.  
42

43 7. Spill Prevention

44 Describe the following items:

- 45 A. The contents and locations of spill response kits that the Contractor shall  
46 supply and maintain that are appropriately stocked, located in close  
47 proximity to hazardous materials and equipment, and immediately  
48 accessible.  
49  
50 B. Security measures for potential spill sources to prevent accidental spills  
51 and vandalism.  
52  
53

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- C. Methods used to prevent stormwater from contacting hazardous materials.
- D. Secondary containment for each potential spill source listed in 4, above. Secondary containment structures shall be in accordance with Section S9.D.9 of Ecology's Construction Storm water General NPDES Permit, where secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- E. BMP Methods used to prevent discharges to ground or water during mixing and transfers of hazardous materials and fuel. Methods to control pollutants shall use BMPs in accordance with Ecology's Construction Stormwater General NPDES Permit. BMPs guidance is provided in Ecology's Stormwater Management Manuals, such as Volume II – Construction Stormwater Pollution Prevention, BMP C153 and Volume IV Source Control BMPs.
- F. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.
- G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.
- H. Routine equipment, storage area, and structure inspection and maintenance practices to prevent drips, leaks or failures of hoses, valves, fittings, containers, pumps, or other systems that contain or transfer hazardous materials.
- I. Site inspection procedures and frequency.

8. Spill Response

Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material.

- A. A spill of each type of hazardous material at each location identified in 4, above.
- B. Stormwater that has come into contact with hazardous materials.
- C. A release or spill of any pre-existing contamination and contaminant source described in 5, above.
- D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

- 1  
2 E. A spill occurring during Work with equipment used below the ordinary  
3 high water line.  
4

5 If the Contractor will use a Subcontractor for spill response, provide contact  
6 information for the Subcontractor under item 1 (above), identify when the  
7 Subcontractor shall be used, and describe actions the Contractor shall take while  
8 waiting for the Subcontractor to respond.  
9

10 9. Project Site Map

11 Provide a map showing the following items:

- 12  
13 A. Site location and boundaries.  
14  
15 B. Site access roads.  
16  
17 C. Drainage pathways from the site.  
18  
19 D. Nearby waterways and sensitive areas.  
20  
21 E. Hazardous materials, equipment, and decontamination areas identified in  
22 4, above.  
23  
24 F. Pre-existing contamination or contaminant sources described in 5,  
25 above.  
26  
27 G. Spill prevention and response equipment described in 7 and 8, above.  
28

29 10. Spill Report Forms

30 Provide a copy of the spill report form(s) that the Contractor shall use in the event  
31 of a release or spill.  
32

33 **Payment**

34 Payment will be made in accordance with Section 1-04.1 for the following bid item when it  
35 is included in the Proposal.  
36

37 "SPCC Plan," lump sum.  
38

39 When the written SPCC Plan is accepted by Contracting Agency, the Contractor shall  
40 receive 50-percent of the lump sum Contract price for the plan. The remaining 50-percent  
41 of the lump sum price will be paid after the materials and equipment called for in the Plan  
42 are mobilized to the project.  
43

44 The lump sum payment for "SPCC Plan" shall be full pay for all costs associated with  
45 creating and updating the accepted SPCC Plan, all costs associated with the set up of  
46 prevention measures, and implementing the current SPCC Plan as required by this  
47 Specification.  
48

49 As to other costs associated with releases or spills, including restocking spill kits, the  
50 Contractor may request payment as provided for in the Contract. No payment shall be  
51 made if the release or spill was caused by or resulted from the Contractor's operations,  
52 negligence, or omissions.  
53

1 **1-07.16(2) Vegetation Protection and Restoration**

2 The second paragraph is revised to read:

3  
4 Damage which may require replacement of vegetation includes torn bark stripping, broken  
5 branches, exposed root systems, cut root systems, poisoned root systems, compaction of  
6 surface soil and roots, puncture wounds, drastic reduction of surface roots or leaf canopy,  
7 changes in grade greater than 6-inches, or any other changes to the location that may  
8 jeopardize the survival or health of the vegetation to be preserved.

9  
10 The third paragraph is revised to read:

11  
12 When large roots of trees designated to be saved are exposed by the Contractor's  
13 operation, they shall be wrapped with heavy, moist material such as burlap or canvas for  
14 protection and to prevent excessive drying. The material shall be kept moist and securely  
15 fastened until the roots are covered to finish grade. All material and fastening material shall  
16 be removed from the roots before covering. All roots 1-inch or larger in diameter, which are  
17 damaged, shall be pruned with a sharp saw or pruning shear. Damaged, torn, or ripped  
18 bark shall be removed as designated by the Engineer at no additional cost to the  
19 Contracting Agency.

20  
21 The fourth paragraph is revised to read:

22  
23 Any pruning activity required to complete the Work as specified shall be performed by a  
24 Certified Arborist as designated by the Engineer.

25  
26 **1-07.18 Public Liability and Property Damage Insurance**

27 This section is deleted in its entirety and replaced with the following:

28  
29 **1-07.18 Public Liability and Property Damage Insurance**

30 The Contractor shall obtain and keep in force the following policies of insurance. The  
31 policies shall be with companies or through sources approved by the State Insurance  
32 Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the  
33 policies shall be kept in force from the execution date of the Contract until the date of  
34 acceptance by the Secretary ([Section 1-05.12](#)).

- 35  
36 1. Owners and Contractors Protective (OCP) Insurance providing bodily injury and  
37 property damage liability coverage with limits of \$3,000,000 per occurrence and, per  
38 project, in the aggregate for each policy period, written on Insurance Services Office  
39 (ISO) form CG0009 1204, together with Washington State Department of  
40 Transportation amendatory endorsement CG 2908 1195, specifying the Contracting  
41 Agency, the State, the Governor, the Commission, the Secretary, the Department and  
42 all officers and employees of the State as named insured.
- 43  
44 2. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its  
45 equivalent with minimum limits of \$3,000,000 per occurrence and in the aggregate for  
46 each one year policy period. This coverage may be any combination of primary,  
47 umbrella or excess liability coverage affording total liability limits of not less than  
48 \$3,000,000 per occurrence and in the aggregate. Products and completed operations  
49 coverage shall be provided for a period of three years following Substantial Completion  
50 of the Work.
- 51  
52 3. Commercial Automobile Liability Insurance providing bodily injury and property  
53 damage liability coverage for all owned and nonowned vehicles assigned to or used in  
54 the performance of the Work with a combined single limit of not less than \$1,000, 000

1 each occurrence. This coverage may be any combination of primary, umbrella or  
2 excess liability coverage affording total liability limits of not less than \$1,000,000 per  
3 occurrence with the State named as an additional insured or designated insured in  
4 connection with the Contractor's Performance of the Contract. If pollutants are to be  
5 transported, MCS 90 and CA 99 48 endorsements are required on the Commercial  
6 Automobile Liability insurance policy unless in-transit pollution risk is covered under a  
7 Pollution Liability insurance policy.  
8

- 9 4. The Contractor shall be Named Insured and the Contracting Agency, the State, the  
10 Governor, the Commission, the Secretary, the Department, all officers and employees  
11 of the State, and their respective members, directors, officers, employees, agents and  
12 consultants (collectively the "Additional Insureds") shall be included as Additional  
13 Insureds for all policies and coverages specified in this Section, with the exception of  
14 the OCP policy. Said insurance coverage shall be primary and non-contributory  
15 insurance with respect to the insureds and the Additional Insureds. Any insurance or  
16 self-insurance beyond that specified in this Contract that is maintained by any  
17 Additional Insured shall be in excess of such insurance and shall not contribute with it.  
18 All insurance coverage required by this Section shall be written and provided by  
19 "occurrence-based" policy forms rather than by "claims made" forms.  
20

21 All endorsements adding Additional Insureds to required policies shall be issued on (i)  
22 form CG 20 10 11 85 or a form deemed equivalent by the Contracting Agency,  
23 providing the Additional Insureds with all policies and coverages set forth in this  
24 Section, with the exception of the OCP and Commercial Auto policies or (ii) form CA 20  
25 48 or forms deemed equivalent by Contracting Agency, providing the Additional  
26 Insureds with all coverage's required under the Commercial Automobile Liability.  
27

- 28 5. The coverage limits to be provided by Contractor for itself and to the Contracting  
29 Agency and Additional Insureds pursuant to this section or any Special Provision, shall  
30 be on a "per project" aggregate basis with the minimum limits of liability as set forth  
31 herein for both general liability and products/completed operations claims. The  
32 additional insured coverage required under this Section for products/completed  
33 operations claims shall remain in full force and effect for not less than three years  
34 following Substantial Completion of the project. If the Contractor maintains, at any  
35 time, coverage limits for itself in excess of limits set forth in this Section 1-07.18 or any  
36 Special Provision, then those additional coverage limits shall also apply to the  
37 Contracting Agency and the Additional Insureds. This includes, but is not limited to, any  
38 coverage limits provided under any risk financing program of any description, whether  
39 such limits are primary, excess, contingent or otherwise.  
40

- 41 6. All insurance policies and coverage's required under Section 1-07.18 and Section 1-  
42 07.10 shall contain a waiver of subrogation against the Contracting Agency, the State,  
43 any Additional Insured and their respective departments, agencies, boards, and  
44 commissions and their respective officers, officials, agents, and employees for losses  
45 arising from Work performed by or on behalf of the Contractor. This waiver has been  
46 mutually negotiated by the parties.  
47

- 48 7. Where applicable, the Contractor shall cause each Subcontractor to provide insurance  
49 that complies with all applicable requirements of the Contractor-provided insurance as  
50 set forth herein, in circumstances where the Subcontractor is not covered by the  
51 Contractor-provided insurance. The Contractor shall have sole responsibility for  
52 determining the limits of coverage required, if any, to be obtained by Subcontractors,  
53 which determination shall be made in accordance with reasonable and prudent  
54 business practices. In the event that a Subcontractor is required to add the Contractor

1 as an additional insured pursuant to its contract for Work at the Project, then the  
2 Contractor shall also cause each Subcontractor to include the Contracting Agency and  
3 the Additional Insureds as additional insureds as well, for primary and non-contributory  
4 limits of liability under each Subcontractor's Commercial General Liability, Commercial  
5 Automobile Liability and, any other coverage's which may be required pursuant to a  
6 "Special Provision".  
7

- 8 8. Unless specifically noted otherwise in the Contract Documents, the parties to this  
9 Contract do not intend by any of the provisions of this Contract to cause the public or  
10 any member thereof or any other Person to be a third party beneficiary of the Contract  
11 Documents. Nothing in this Contract authorizes anyone not a party to this Contract or  
12 a designated third party beneficiary to this Contract to maintain a suit for personal  
13 injuries or property damage pursuant to the terms or provisions of this Contract. It is  
14 the further intent of the Contracting Agency and the Contractor in executing the Form  
15 of Contract that no individual, firm, corporation or any combination thereof which  
16 supplies materials, labor, services, or equipment to the Contractor for the performance  
17 of the Work shall become thereby a third party beneficiary of this Contract.  
18

19 The Contract Documents shall not be construed to create a contractual relationship of  
20 any kind between the Contracting Agency and a Subcontractor or any other Person  
21 except the Contractor.  
22

- 23 9. The Owners and Contractors Protective Insurance policy shall not be subject to a  
24 deductible or contain provisions for a deductible. The Commercial General Liability  
25 policy and the Commercial Automobile Liability Insurance policy may, at the discretion  
26 of the Contractor, contain such provisions. If a deductible applies to any claim under  
27 these policies, then payment of that deductible will be the responsibility of the  
28 Contractor, notwithstanding any claim of liability against the Contracting Agency.  
29 However in no event shall any provision for a deductible provide for a deductible in  
30 excess of \$50,000.00.  
31
- 32 10. With the exception of the Commercial Automobile liability coverage, no policies of  
33 insurance required under this Section shall contain an arbitration or alternative dispute  
34 resolution clause applicable to disputes between the insurer and its insureds. Any and  
35 all disputes concerning (i) terms and scope of insurance coverage afforded by the  
36 policies required hereunder and/or (ii) extra contractual remedies and relief which may  
37 be afforded policy holders in connection with coverage disputes, shall be resolved in  
38 Washington Superior Court, applying Washington law.  
39
- 40 11. Prior to Contract execution, the Contractor shall file with the Department of  
41 Transportation, Contract Payment Section, P.O. Box 47420, Olympia, WA 98504-7420,  
42 ACORD Form Certificates of Insurance evidencing the minimum insurance coverages  
43 required under these Specifications. Within 30 days of being awarded a Contract, the  
44 Contractor shall provide the Department with complete copies, which may be  
45 electronic copies, of all insurance policies required under this section and any Special  
46 Provisions.  
47
- 48 12. The Contractor shall provide written notice to the Engineer of any policy cancellations  
49 and provide the Department of Transportation, Contract Payment Section, P.O. Box  
50 47420 Olympia, WA 98504-7420, by U.S Mail, notice of any policy cancellation within  
51 two business days of receipt of cancellation.  
52
- 53 13. Failure on the part of the Contractor to maintain the insurance as required, or to not  
54 provide certification and copies of the insurance prior to the time specified in

1 subsection 11 above, shall constitute a material breach of Contract upon which the  
2 Contracting Agency may, after giving 5-business days notice to the Contractor to  
3 correct the breach, immediately terminate the Contract or, at its discretion, procure or  
4 renew such insurance and pay any and all premiums in connection therewith, with any  
5 sums so expended to be repaid to the Contracting Agency on demand, or at the sole  
6 discretion of the Contracting Agency, offset against funds due the Contractor from the  
7 Contracting Agency. All costs for insurance, including any payments of deductible  
8 amounts, shall be considered incidental to and included in the unit Contract prices and  
9 no additional payment will be made.  
10

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

12 **April 4, 2011**

### 13 **1-08.1 Subcontracting**

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

15  
16 This Certification shall be submitted to the Project Engineer on WSDOT form 421-023,  
17 "Quarterly Report of Amounts Paid as MBE/WBE Participants" quarterly for the State fiscal  
18 quarters: January 1 through March 31, April 1 through June 30, July 1 through September  
19 30, October 1 through December 31, and for any remaining portion of a quarter through  
20 Physical Completion of the Contract. The report is due 20 calendar days following the fiscal  
21 quarter end or 20-calendar days after Physical Completion of the Contract.  
22

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

24  
25 On all projects funded with both Contracting Agency funds and Federal assistance the  
26 Contractor shall submit a "Quarterly Report of Amounts Credited as DBE Participation" on a  
27 quarterly basis in which DBE work is accomplished, for every quarter in which the Contract  
28 is active or upon completion of the project, as appropriate.  
29

30 The last sentence in the ninth paragraph is revised to read:

31  
32 When required, this "Quarterly Report of Amounts Credited as DBE Participation" is in lieu  
33 of WSDOT form 421-023, "Quarterly Report of Amounts Paid as MBE/WBE Participants".  
34

### 35 **1-08.5 Time for Completion**

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

37  
38 When any of these holidays fall on a Sunday, the following Monday shall be counted a  
39 nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be  
40 counted a nonworking day. The days between December 25 and January 1 will be  
41 classified as nonworking days.  
42

43 Item number 2.c. in the sixth paragraph is revised to read:

- 44  
45 c. Quarterly Reports of Amounts Paid as MBE/WBE Participants, or Quarterly Reports of  
46 Amounts Credited as DBE Participation, as required by the Contract Provisions.  
47

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

2 **August 1, 2011**

3 **1-09.2(1) General Requirement for Weighing Equipment**

4 This section is revised to read:

5  
6 Unless specified otherwise, any Highway or Bridge construction materials to be  
7 proportioned or measured and paid for by weight shall be weighed on a scale.

8  
9 **Scales**

10 Scales shall:

- 11  
12 1. be accurate to within 0.5-percent of the correct weight throughout the range of  
13 use;  
14  
15 2. not include spring balances;  
16  
17 3. include beams, dials, or other reliable readout equipment;  
18  
19 4. be built to prevent scale parts from binding, vibrating, or being displaced and to  
20 protect all working parts and;  
21  
22 5. be carefully maintained, with bunkers and platforms kept clear of accumulated  
23 materials that could cause errors.  
24

25 **Scale Operations**

26 Contractor provided scale operations are defined as operations where a scale is set up by  
27 the Contractor specifically for the project and most, if not all, material weighed on the scale  
28 is utilized for Contract Work. In this situation, the Contractor shall provide a person to  
29 operate the project scale, write tickets, perform scale checks and prepare reports.  
30

31 Commercial scale operations include the use of established scales used to sell materials to  
32 the public on a regular basis. In addition, for the purposes of this specification, all batch,  
33 hopper, and belt scales are considered to be commercial scales. When a commercial  
34 scale is used as the project scale, the Contractor may utilize a commercial scale operator  
35 provided it is at no additional cost to the contracting agency.  
36

37 In addition, the Contractor shall ensure that:

- 38  
39 1. the Engineer is allowed to observe the weighing operation and check the daily  
40 scale weight record;  
41  
42 2. scale verification checks are performed at the direction of the Contracting Agency  
43 (see Section 1-09.2(5));  
44  
45 3. several times each day, the scale operator records and makes certain the platform  
46 scale balances and returns to zero when the load is removed; and  
47  
48 4. test results and scale weight records for each day's hauling operations are  
49 provided to the Engineer daily. Unless otherwise approved, reporting shall utilize  
50 form 422-027, Scalemans' Daily Report.  
51

1 **Trucks and Tickets**

2 Each truck to be weighed shall bear a unique identification number. This number shall be  
3 legible and in plain view of the scale operator. Each vehicle operator shall obtain a weigh  
4 or load ticket from the scale operator. The Contracting Agency will provide item quantity  
5 tickets for scales that are not self-printing. The Contractor shall provide tickets for self-  
6 printing scales. All tickets shall, at a minimum, contain the following information:

- 7
- 8 1. date of haul;
  - 9
  - 10 2. contract number;
  - 11
  - 12 3. contract unit Bid item;
  - 13
  - 14 4. unit of measure;
  - 15
  - 16 5. identification number of hauling vehicle; and
  - 17
  - 18 6. weight delivered
  - 19
  - 20 a. net weight in the case of batch and hopper scales
  - 21
  - 22 b. gross weight, tare and net weight in the case of platform scales (tare may be  
23 omitted if a tare beam is used)
  - 24
  - 25 c. approximate load out weight in the case of belt conveyor scales
  - 26

27 The vehicle operator shall deliver the ticket in legible condition to the material receiver at  
28 the material delivery point. The material delivery point is defined as the location where the  
29 material is incorporated into the permanent Work.

30

31 **1-09.2(2) Specific Requirements for Batching Scales**

32 In the first paragraph, the last sentence is revised to read:

33

34 Batching scales used for Portland Cement concrete or hot mix asphalt shall not be used for  
35 batching other materials.

36

37 **1-09.2(3) Specific Requirements for Platform Scales**

38 In the first paragraph, the last sentence is revised to read:

39

40 A tare weight shall be taken of each hauling vehicle at least once daily.

41

42 The third paragraph is deleted.

43

44 **1-09.2(5) Measurement**

45 This section is revised to read:

46

47 **Scale Verification Checks**

48 The Engineer will verify the accuracy of each batch, hopper or platform scale. The  
49 frequency of verification checks will be such that at least one test weekly is performed for  
50 each weighed contract item of work being performed during that week.

51

52 Verification checks may not be routinely conducted for weighed material, who's proposal  
53 quantity multiplied by the unit bid price, has a value less than \$20,000.

1  
2 The verification will consist of one of the following methods and be at the Contractor's  
3 option:

- 4  
5 1. Weigh a loaded truck on a separate certified platform scale designated by the  
6 Contractor, for the purpose of scale verification.  
7  
8 2. Weigh a vehicle that weighs at least 10,000 pounds on a separate certified scale  
9 and then check the project scale with it.  
10  
11 3. Establish a certified fixed load weighing at least 10,000 pounds as a check-weight.  
12 The certification shall consist of an affidavit affirming the correct weight of the fixed  
13 load.  
14

15 Should the scale verification check reveal a weight difference of more than 0.5-percent, a  
16 second scale verification check shall be performed immediately. If the weight differences of  
17 both comparison checks exceed the 0.5-percent limit and the scale has been over  
18 weighing, the Contractor shall immediately stop weighing and the scale shall be recertified  
19 at the Contractor's expense. If the weight difference of both comparison checks exceed the  
20 0.5-percent limit and the scale is under weighing, it shall be adjusted immediately. The  
21 Contractor will not be compensated for any loss from under weighing.  
22

### 23 ***Belt Scales***

24 To test the accuracy of a belt-conveyor scale, the Contractor shall weigh five or more  
25 payloads from sequential hauling units and compare these weights with weights of the  
26 same payloads taken on a separate certified platform scale. If the test results fluctuate, the  
27 Engineer may require more than five check loads. Conveyor weights will be based on  
28 tonnage values taken from the sealed odometer at the beginning and end of each check  
29 period.  
30

31 If scale verification checks show the scale has been under weighing, it shall be adjusted  
32 immediately. The Contractor will not be compensated for any loss from under weighing.  
33

34 If scale verification checks show the scale has been overweighing, its operation will cease  
35 immediately until adjusted.  
36

### 37 ***Minor Construction Items***

38 If the specifications and plans require weight measurement for minor construction items,  
39 the Contractor may request permission to convert volume to weight. If the Engineer  
40 approves, an agreed factor may be used to make this conversion and volume may be used  
41 to calculate the corresponding weight for payment.  
42

## 43 **1-09.2(6) Payment**

44 This section is revised to read:

45  
46 Unless specified otherwise the Contracting Agency will pay for no materials received by  
47 weight unless they have been weighed as required in this section or as required by another  
48 method the Engineer has approved in writing.  
49

50 The Contractor shall not be compensated for any loss from under weighing that is revealed  
51 by scale verification checks.  
52

53 If scale verification checks reveal that the scale is over weighing, then payment for all  
54 material weighed since the last valid scale verification check will be adjusted. The

1 contracting agency will calculate the combined weight of all materials weighed after the last  
2 verification check showing accurate results. This combined weight will then be reduced for  
3 payment by the percentage of scale error that exceeds 0.5-percent unless the Contractor  
4 demonstrates to the satisfaction of the Engineer that the defect in the scale was present for  
5 a lesser period of time.  
6

7 Unit contract prices for the various pay items of the project cover all costs related to  
8 weighing and proportioning materials for payment. These costs include but are not limited  
9 to:

- 10 • furnishing, installing, certifying, and maintaining scales;
- 11 • providing a weigher to operate a Contractor provided scale;
- 12 • providing a weigher to operate a commercial scale, if necessary;
- 13 • providing self-printing tickets, if necessary;
- 14 • rerouting a truck for verification weighing;
- 15 • assisting the Engineer with scale verification checks;
- 16 • any other related costs associated with meeting the requirements of this section.

#### 24 **1-09.9 Payments**

25 The first paragraph is revised to read:

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

28 The Contractor shall submit a breakdown of the cost of lump sum Items to enable the  
29 Project Engineer to determine the Work performed on a monthly basis. Lump sum item  
30 breakdowns shall be submitted prior to the first progress payment that includes payment for  
31 the Bid Item in question. A breakdown is not required for lump sum items that include a  
32 basis for incremental payments as part of the respective Specification. Absent a lump sum  
33 breakdown the Project Engineer will make a determination based on information available.  
34 The Project Engineer's determination of the cost of work shall be final.

35 In the third paragraph, the second sentence is deleted.

#### 36 **1-09.11(1)A Disputes Review Board Membership**

37 This section is supplemented with the following new paragraph:

38 The Contracting Agency and Contractor shall indemnify and hold harmless the Board  
39 Members from and against all claims, damages, losses and expenses, including but not  
40 limited to attorney's fees arising out of and resulting from the actions and recommendations  
41 of the Board.

### 42 **SECTION 1-10, TEMPORARY TRAFFIC CONTROL** 43 **April 4, 2011**

44 In Division 1-10, all references to "truck mounted" are revised to read "transportable".

1  
2 **1-10.1 General**

3 The following sentence is inserted at the beginning of this section:

4  
5 Temporary traffic control refers to the control of all types of traffic, including vehicles,  
6 bicyclists, and pedestrians (including pedestrians with disabilities).  
7

8 **1-10.2(1)A Traffic Control Management**

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

- 10  
11 2. Providing the Contractor's designated TCS with approved Traffic Control Plans (TCPs)  
12 which are compatible with the Work operations and traffic control for which they will be  
13 implemented. Having the latest adopted edition of the Manual On Uniform Traffic  
14 Control Devices for Streets and Highways (MUTCD,) including the Washington State  
15 Modifications to the MUTCD, the most current edition of the Public Rights-Of-Way  
16 Accessibility Guidelines (PROWAG), and applicable standards and Specifications  
17 available at all times on the project.  
18

19 **1-10.2(1)B Traffic Control Supervisor**

20 Item number 1. in the third paragraph is revised to read:

- 21  
22 1. Having a current set of approved traffic control plans (TCPs), applicable Contract  
23 Provisions as provided by the Contractor, the latest adopted edition of the MUTCD,  
24 including the Washington State Modifications to the MUTCD, the book Quality  
25 Guidelines for Temporary Work Zone Traffic Control Devices, the most current edition  
26 of the PROWAG, and applicable standards and Specifications.  
27

28 The third paragraph is supplemented with the following:

- 29  
30 7. Ensuring that all pedestrian routes or access points, existing or temporary, are kept  
31 clear and free of obstructions and that all temporary pedestrian routes or access points  
32 are detectable and accessible to persons with disabilities as provided for in the  
33 approved Plans.  
34

35 **1-10.2(2) Traffic Control Plans**

36 The second paragraph is revised to read:

37  
38 When the Contractor's chosen method of performing the Work in the Contract requires  
39 some form of temporary traffic control for vehicles, bicyclists, or pedestrians, the Contractor  
40 shall either: (1.) designate and adopt, in writing, the traffic control plan or plans from the  
41 Contract documents that support that method; or (2.) submit a Contractor's plan that  
42 modifies, supplements or replaces a plan from the Contract documents. Any Contractor-  
43 proposed modification, supplement or replacement shall show the necessary construction  
44 signs, flaggers, spotters and other traffic control devices required to support the Work. Any  
45 Contractor-proposed traffic control plan shall conform to the established standards for plan  
46 development as shown in the MUTCD, Part 6 and the most current edition of the  
47 PROWAG. The Contractor's submittal, either designating and adopting a traffic control plan  
48 from the Contract documents or proposing a Contractor-developed plan, shall be provided  
49 to the Engineer for approval at least 10-calendar days in advance of the time the signs and  
50 other traffic control devices are scheduled to be installed and utilized. The Contractor shall  
51 be solely responsible for submitting any proposed traffic control plan or modification,  
52 obtaining the Engineer's approval and providing copies of the approved Traffic Control  
53 Plans to the Traffic Control Supervisor.  
54

1 **1-10.2(3) Conformance to Established Standards**

2 The reference "(TMA's)" in the paragraph that starts with "Category 3" is deleted.

3  
4 The first paragraph is revised to read:

5  
6 Flagging, signs, and all other traffic control devices and procedures furnished or provided  
7 shall conform to the standards established in the latest WSDOT adopted edition of the  
8 Manual On Uniform Traffic Control Devices for Streets and Highways (MUTCD,) published  
9 by the U.S. Department of Transportation and the Washington State Modifications to the  
10 MUTCD and the most current edition of the Public Rights-Of-Way Accessibility Guidelines  
11 (PROWAG). Judgment of the quality of devices furnished will be based upon Quality  
12 Guidelines for Temporary Traffic Control Devices, published by the American Traffic Safety  
13 Services Association. Copies of the MUTCD and Quality Guidelines for Temporary Control  
14 Devices may be purchased from the American Traffic Safety Services Association, 15  
15 Riverside Parkway, Suite 100, Fredericksburg, Virginia 22406-1022. The Washington State  
16 Modifications to the MUTCD may be obtained from the Department of Transportation,  
17 Olympia, Washington 98504. The most current edition of the Public Rights-Of-Way  
18 Accessibility Guidelines (PROWAG) can be downloaded from the United States Access  
19 Board web site ([www. access-board.gov](http://www.access-board.gov)).

20  
21 **1-10.3(1) Traffic Control Labor**

22 The first paragraph is revised to read:

23  
24 The Contractor shall furnish all personnel for flagging, spotting, for the execution of all  
25 procedures related to temporary traffic control and for the setup, maintenance and removal  
26 of all temporary traffic control devices and construction signs necessary to control vehicular,  
27 bicycle, and pedestrian traffic during construction operations.

28  
29 **1-10.3(2)C Lane Closure Setup/Takedown**

30 Item number 1 in the first paragraph is revised to read:

- 31  
32 1. If the Plans show a portable changeable message sign, it shall be established in  
33 advance of the operation; far enough back to provide warning of both the operation  
34 and any queue of traffic that has formed during the operation.

35  
36 In the second paragraph, the reference to "TMA/arrow board" is revised to read "transportable  
37 attenuator/arrow board".

38  
39 **1-10.3(3) Traffic Control Devices**

40 The following paragraph is inserted at the beginning of this section:

41  
42 Traffic control devices, including signs, furnished or provided shall conform to the standards  
43 established in the latest WSDOT adopted edition of the Manual On Uniform Traffic Control  
44 Devices for Streets and Highways (MUTCD,) published by the U.S. Department of  
45 Transportation and the Washington State Modifications to the MUTCD. Requirements for  
46 pedestrian traffic control devices are addressed in the MUTCD.

47  
48 **1-10.3(3)A Construction Signs**

49 In the fourth paragraph "height" is replaced with "top of the ballast".

50  
51 **1-10.3(3)J Truck Mounted Attenuator**

52 The title for this section is revised to read:

1           **1-10.3(3)J Transportable Attenuator**

2  
3 In the second and fourth paragraphs, the references to "TMA" are revised to read  
4 "Transportable Attenuator".

5  
6 In the first paragraph, the first sentence is revised to read:

7  
8           Where shown on an approved traffic control plan or where ordered by the Engineer, the  
9 Contractor shall provide, operate, and maintain transportable impact attenuators as  
10 required in Section 9-35.12.

11  
12 In the third paragraph, the reference to "truck's" is revised to read "host vehicle's".

13  
14           **1-10.4(2) Item Bids with Lump Sum for Incidentals**

15 All references to "Truck Mounted Impact Attenuator(s)" are revised to read "Transportable  
16 Attenuator(s)".

17  
18 In the eighth paragraph, the first sentence is revised to read:

19  
20           "Transportable Attenuator" will be measured per each one time only for each host vehicle  
21 with mounted or attached impact attenuator used on the project.

22  
23 In the last sentence of the ninth paragraph, the reference to "TMA" is replaced with  
24 "transportable attenuator".

25  
26 This Section is supplemented with the following:

27  
28           No specific unit of measurement will apply to the lump sum item of "Pedestrian Traffic  
29 Control."

30  
31           **1-10.5(2) Item Bids with Lump Sum for Incidentals**

32 All references to "truck mounted impact attenuator(s)" are revised to read "transportable  
33 attenuator(s)".

34  
35 This Section is supplemented with the following:

36  
37           "Pedestrian Traffic Control", lump sum.

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

41  
42           **SECTION 5-04, HOT MIX ASPHALT**  
43           **August 1, 2011**

44           **5-04.3(5)E Pavement Repair**

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

46  
47           The minimum width of any pavement repair area shall be 40-inches unless shown  
48 otherwise in the Plans.

49  
50           **5-04.3(7)A1 General**

51 This section is revised to read:

1  
2 The Contractor shall develop a mix design prior to the initial production of HMA and prior to  
3 the production of HMA each calendar year thereafter. The mix design aggregate structure  
4 and asphalt binder content shall be determined in accordance with Materials Manual  
5 WSDOT Standard Operating Procedure No. 732 and meet the requirements of Sections 9-  
6 03.8(2) and 9-03.8(6). Mix designs that were developed during the calendar year prior to  
7 the current year's production of HMA that have been issued a WSDOT mix design/anti-strip  
8 evaluation report will be accepted provided the Contractor submits a certification letter  
9 stating that the aggregate and asphalt binder have not changed. Changes to aggregate that  
10 may require a new mix design include the source of material or a change in the percentage  
11 of material from a stockpile greater than 5-percent. The Contractor may vary the RAP  
12 percentage in accordance with Section 5-04.2. Changes to the percentage of material from  
13 a stockpile will be calculated exclusive of the RAP content. Changes to asphalt binder that  
14 may require a new mix design include the source of the crude petroleum supplied to the  
15 refinery, the refining process, and additives or modifiers in the asphalt binder.  
16

#### 17 **5-04.3(7)A2 Statistical or Nonstatistical Evaluation**

18 The second paragraph is revised to read:

19  
20 The Contractor shall submit representative samples of the mineral materials that are to be  
21 used in the HMA production. The Contracting Agency will use these samples to determine  
22 anti-strip requirements, if any, in accordance with WSDOT test method T 718. Anti-strip  
23 evaluation of HMA mix designs proposed by the Contractor that include RAP will be  
24 completed without the inclusion of the RAP. Submittal of RAP samples is not required. A  
25 mix design/anti-strip evaluation report will be provided within 25-calendar days after a mix  
26 design submittal has been received in the State Materials Laboratory in Tumwater. No  
27 paving shall begin prior to issuance of the mix design/anti-strip evaluation report or  
28 reference mix design/anti-strip evaluation report for that year.  
29

#### 30 **5-04.3(7)A3 Commercial Evaluation**

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

32  
33 Anti-strip evaluation of the mix design by the Contracting Agency is not required.  
34

#### 35 **5-04.3(8)A1 General**

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

37  
38 Statistical evaluation will be used for a class of HMA with the same PG grade of asphalt  
39 binder, when the Proposal quantities exceed 4,000-tons.  
40

41 The third paragraph is revised to read:

42  
43 Nonstatistical evaluation will be used for the acceptance of HMA when the Proposal  
44 quantities for a class of HMA, with the same PG grade of asphalt binder, are 4,000-tons or  
45 less.  
46

#### 47 **5-04.3(8)A4 Definition of Sampling Lot and Sublot**

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

49  
50 A lot is represented by randomly selected samples of the same mix design that will be  
51 tested for acceptance with a maximum of 15 sublots per lot; the final lot for a mix design  
52 may be increased to 25 sublots  
53

1 **5-04.3(10)A General**

2 The first paragraph is revised to read:

3  
4 Immediately after the HMA has been spread and struck off, and after surface irregularities  
5 have been adjusted, the mix shall be thoroughly and uniformly compacted. The completed  
6 course shall be free from ridges, ruts, humps, depressions, objectionable marks, checking,  
7 cracking and irregularities and shall conform to the line, grade, and cross-section shown in  
8 the Plans. If necessary, the JMF may be altered in accordance with Section 9-03.8(7) to  
9 achieve desired results.

10  
11 The third paragraph is revised to read:

12  
13 The type of rollers to be used and their relative position in the compaction sequence shall  
14 generally be the Contractor's option, provided the specified densities are attained. An  
15 exception shall be that pneumatic tired rollers shall be used for compaction of the wearing  
16 course beginning October 1st of any year through March 31st of the following year. Unless  
17 the Project Engineer has approved otherwise, rollers shall only be operated in the static  
18 mode when the internal temperature of the mix is less than 175°F. Rollers shall only be  
19 operated in static mode on bridge decks.

20  
21 **5-04.3(10)B1 General**

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

23  
24 A lot is represented by randomly selected samples of the same mix design that will be  
25 tested for acceptance with a maximum of 15 sublots per lot; the final lot for a mix design  
26 may be increased to 25 sublots.

27  
28 **5-04.3(10)B4 Test Results**

29 The first paragraph is revised to read:

30  
31 The nuclear moisture-density gauge results of all compaction acceptance testing and the  
32 CPF of the lot after three sublots have been tested will be available to the Contractor  
33 through WSDOT's website. Determination of the relative density of the HMA with a nuclear  
34 moisture-density gauge requires a correlation factor determined in accordance with  
35 WSDOT SOP 730 and may require resolution after the correlation factor is known. When a  
36 core is taken for gauge correlation at the location of a subplot the relative density of the core  
37 will be used for the subplot test result and is exempt from challenge testing. Acceptance of  
38 HMA compaction will be based on the statistical evaluation and CPF so determined.

39  
40 **5-04.3(11)D Lots and Sublots**

41 The following new sub-section is inserted at the beginning of this section:

42  
43 **5-04.3(11)D1 General**

44 HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and the  
45 Contractor shall submit a proposal to the Project Engineer for approval. When a lot has  
46 been rejected and the Contractor's written request for the entire lot to remain in place in  
47 accordance with Section 1-06.2(2)B Paragraph 1, Item 3 has been approved the HMA will  
48 be accepted and the designated percentage reduction shall be 25-percent.

49  
50 **5-04.3(11)D1 A Partial Sublot**

51 This sections number is revised to read:

1           **5-04.3(11)D2**

2  
3           **5-04.3(11)D2 An Entire Sublot**

4           This sections number is revised to read:

5  
6           **5-04.3(11)D3**

7  
8           **5-04.3(11)D3 A Lot in Progress**

9           This sections number is revised to read:

10  
11           **5-04.3(11)D4**

12  
13           **5-04.3(11)D4 An Entire Lot**

14           The last sentence is deleted.

15  
16           This sections number is revised to read:

17  
18           **5-04.3(11)D5**

19  
20           **SECTION 8-22, PAVEMENT MARKING**

21           **August 1, 2011**

22           **8-22.1 Description**

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

24  
25           Traffic letters used in word messages shall be sized as shown in the Plans.

26  
27           **8-22.4 Measurement**

28           In the sixth paragraph "Painted Line" is revised to read "Paint Line".

29  
30           The first sentence in the seventh paragraph is revised to read:

31  
32           Traffic arrows, traffic letters, access parking space symbols, HOV symbols, railroad  
33           crossing symbols, drainage markings, junction box markings, bicycle lane symbols, aerial  
34           surveillance full and ½ markers, yield line symbols, yield ahead symbols, and speed bump  
35           symbols will be measured per each.

36  
37           **8-22.5 Payment**

38           This section is supplemented with the following:

39  
40           "Painted Junction Box Marking", per each

41           "Plastic Junction Box Marking" per each

42  
43  
44           **SECTION 9-22, MONUMENT CASES**

45           **January 4, 2010**

46           **9-22.1 Monument Cases, Covers, and Risers**

47           In the first sentence, "Class 30B" is revised to read "Class 35B".

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**SECTION 9-34, PAVEMENT MARKING MATERIAL**  
**January 3, 2011**

**9-34.1 General**

The item 'High VOC Solvent Based Paint' is deleted.

**9-34.2 Paint**

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

White and yellow paint shall comply with the Specifications for low VOC solvent based paint or low VOC waterborne paint.

**9-34.2(1) High VOC Solvent Based Paint**

This section including title is revised to read:

**9-34.2(1) Vacant**

**SECTION 9-35, TEMPORARY TRAFFIC CONTROL MATERIALS**  
**January 4, 2010**

**9-35.0 General Requirements**

In the first paragraph, the item "Truck Mounted Attenuator" is revised to read "Transportable Attenuator".

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

Unless otherwise noted, Requests for Approval of Material (RAM) and Qualified Products List (QPL) submittals are not required.

**9-35.12 Truck-Mounted Attenuator**

This section including title is revised to read:

**9-35.12 Transportable Attenuator**

Transportable attenuators are Truck-Mounted Attenuators (TMA) or Trailer-Mounted Attenuators (TMA-trailer). The transportable attenuator shall be mounted on, or attached to a host vehicle with a minimum weight of 15,000 pounds and a maximum weight in accordance with the manufacturer's recommendations. Ballast used to obtain the minimum weight requirement, or any other object that is placed on the vehicle shall be securely anchored such that it will be retained on the vehicle during an impact. The Contractor shall provide certification that the transportable attenuator complies with NCHRP 350 Test level 3 requirements. Lighter host vehicles proposed by the Contractor are subject to the approval of the Engineer. The Contractor shall provide the Engineer with roll-ahead distance calculations and crash test reports illustrating that the proposed host vehicle is appropriate for the attenuator and the site conditions.

The transportable attenuator shall have a chevron pattern on the rear of the unit. The standard chevron pattern shall consist of 4-inch yellow stripes, alternating non-reflective black and retro-reflective yellow sheeting, slanted at 45 degrees in an inverted "V" with the "V" at the center of the unit.

1 This section is supplemented with the following new sub-sections:  
2

3 **9-35.12(1) Truck-Mounted Attenuator**

4 The TMA may be selected from the approved units listed on the QPL or submitted using a  
5 RAM.  
6

7 The TMA shall have an adjustable height so that it can be placed at the correct elevation  
8 during usage and to a safe height for transporting. If needed, the Contractor shall install  
9 additional lights to provide fully visible brake lights at all times.  
10

11 **9-35.12(2) Trailer-Mounted Attenuator**

12 The TMA-trailer may be selected from the approved units listed on the QPL or submitted  
13 using a RAM.  
14

15 If needed, the Contractor shall install additional lights to provide fully visible brake lights at  
16 all times.  
17

18 **9-35.12(3) Submittal Requirements**

19 For transportable attenuators listed on the QPL, the Contractor shall submit the QPL  
20 printed page or a QPL Acceptance Code entered on the RAM (WSDOT Form 350-071EF)  
21 for the product proposed for use to the Engineer for approval. The Contractor shall submit a  
22 RAM for transportable attenuators not listed on the QPL.  
23

Informational Only - NOT FOR BIDDING

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9

*Informational Only - NOT FOR BIDDING*

1 **SPECIAL PROVISIONS**

2  
3 The following Special Provisions are made a part of this contract and supersede any conflicting  
4 provisions of the 2010 Standard Specifications for Road, Bridge and Municipal Construction,  
5 and the foregoing Amendments to the Standard Specifications.

6  
7 Several types of Special Provisions are included in this contract; General, Region, Bridges and  
8 Structures, and Project Specific. Special Provisions types are differentiated as follows:

- 9
- 10 (date) General Special Provision
- 11 (\*\*\*\*\*) Notes a revision to a General Special Provision
- 12 and also notes a Project Specific Special Provision.
- 13 (Regions1 date) Region Special Provision
- 14 (BSP date) Bridges and Structures Special Provision
- 15

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

19  
20 **Region Special Provisions** are commonly applicable within the designated Region. Region  
21 designations are as follows:

- 22
- 23 Regions1
- 24 ER Eastern Region
- 25 NCR North Central Region
- 26 NWR Northwest Region
- 27 OR Olympic Region
- 28 SCR South Central Region
- 29 SWR Southwest Region
- 30
- 31 WSF Washington State Ferries Division
- 32

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

36  
37 **Project Specific Special Provisions** normally appear only in the contract for which they were  
38 developed.

39  
40  
41 **DIVISION 1 GENERAL REQUIREMENTS**

42  
43 **DEFINITIONS AND TERMS**

44  
45 **1-01.3 Definitions**

46 This Section is supplemented with the following:

47  
48 (\*\*\*\*\*)  
49 The venue of all causes of action arising from the advertisement, award, execution, and  
50 performance of the contract shall be in the Superior Court of Grant County, Washington.

51  
52 All references to "State" or "State of Washington" are changed to "Grant County,  
53 Washington".

1  
2 All references to "Commission", "Secretary of Transportation", or "Washington State  
3 Transportation Commission", are changed to "Board of County Commissioners, Grant  
4 County, Washington".

5  
6 All references to "Department", or "Department of Transportation" are changed to  
7 "Department of Public Works, Grant County, Washington".

8  
9 All references to "Superior Court of Thurston County, Washington" are changed to  
10 "Superior Court of Grant County, Washington".

11  
12 **DESCRIPTION OF WORK**

13  
14 (\*\*\*\*\*)

15 This contract provides for the construction of 4.82 miles of HMA overlay on a two lane county  
16 road in Grant County, WA, and includes planing bituminous pavement, shoulder finishing, hot  
17 mix asphalt, project temporary traffic control, raising existing beam guardrail, painted  
18 centerline and edge line and other work all in accordance with the attached Contract Plans,  
19 these Contract Provisions and the Standard Specifications.

20  
21 **BID PROCEDURES AND CONDITIONS**

22  
23 **1-02.1 Prequalification of Bidders**

24 Delete this Section and replace it with the following.

25  
26 1-02.1 Qualifications of Bidder

27  
28 (\*\*\*\*\*)

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

30  
31 Before award of a public works contract, a bidder must meet the following responsibility  
32 criteria to be considered a responsible bidder and qualified to be awarded a public works  
33 project. The bidder must:

- 34  
35 (a) At the time of bid submittal, have a certificate of registration in compliance with  
36 chapter 18.27 RCW;  
37 (b) Have a current state unified business identifier number;  
38 (c) If applicable, have industrial insurance coverage for the bidder's employees working  
39 in Washington as required in Title 51 RCW; an employment security department  
40 number as required in Title 50 RCW; and a state excise tax registration number as  
41 required in Title 82 RCW; and  
42 (d) Not be disqualified from bidding on any public works contract under RCW 39.06.010  
43 or 39.12.065(3).  
44 (e) Bidders shall be qualified by experience, financing, equipment, and organization to  
45 do the work called for in the Contract Documents. The Contracting Agency reserves  
46 the right to take whatever action it deems necessary to ascertain the ability of the  
47 bidder to perform the work satisfactorily. The Contracting Agency's actions may  
48 include a pre-qualification procedure prior to the bidder being furnished a proposal  
49 form on any contract, or a pre-award survey of the bidder's qualifications prior to  
50 award.

51  
52  
53 **Preparation of Proposal**

1 Section 1-02.6 is supplemented with the following:

2  
3 (August 2, 2004)

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

## 6 **Public Opening Of Proposals**

7 Section 1-02.12 is supplemented with the following:

8  
9 (\*\*\*\*\*)

### 10 *Date Of Opening Bids*

11 Sealed bids are to be received at the following location prior to the time specified:

12  
13 The Office of the Board of County Commissioners, Grant County Courthouse, Room  
14 207, 35 C St. NW, P.O. Box 37, Ephrata, WA 98823

15  
16 The bid opening date for this project is **September 27, 2011**. Bids received will be  
17 publicly opened and read after **1:30 P.M.** on this date.

## 18 19 **1-02.13 Irregular Proposals**

20 (March 25, 2009 APWA GSP)

21  
22 Revise item 1 to read:

- 23  
24 1. A proposal will be considered irregular and will be rejected if:
- 25 a. The bidder is not prequalified ~~when so required~~;
  - 26 b. The authorized proposal form furnished by the Contracting Agency is not  
27 used or is altered;
  - 28 c. The completed proposal form contains any unauthorized additions,  
29 deletions, alternate bids, or conditions;
  - 30 d. The bidder adds provisions reserving the right to reject or accept the  
31 award, or enter into the contract;
  - 32 e. A price per unit cannot be determined from the bid proposal;
  - 33 f. The proposal form is not properly executed;
  - 34 g. The bidder fails to submit or properly complete a subcontractor list, if  
35 applicable, as required in Section 1 02.6.
  - 36 h. The bidder fails to submit or properly complete a Disadvantaged, Minority  
37 or Women's Business Enterprise Certification, if applicable, as required in  
38 Section 1-02.6;
  - 39 i. The bid proposal does not constitute a definite and unqualified offer to  
40 meet the material terms of the bid invitation; or
  - 41 j. More than one proposal is submitted for the same project from a Bidder  
42 under the same or different names.
- 43

## 44 **1-02.14 Disqualification of Bidders**

45 (March 25, 2009 APWA GSP, Option B)

46  
47 Delete this Section and replace it with the following:

48  
49 A Bidder will be deemed not responsible if:

- 50 1. the Bidder does not meet the mandatory bidder responsibility criteria in  
51 RCW 39.04.350(1), as amended; or
- 52 2. evidence of collusion exists with any other Bidder or potential Bidder.  
53 Participants in collusion will be restricted from submitting further bids; or

3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

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

The basis for evaluation of Bidder compliance with these supplemental criteria shall be any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such compliance, including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from owners for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

## **AWARD AND EXECUTION OF CONTRACT**

### **Contract Bond**

Section 1-03.4 is supplemented with the following:

1  
2 (June 27, 2011)  
3 Release of Contract Bond will be 60 days following Contracting Agency Final  
4 Acceptance of Contract, provided following conditions are met:  
5

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

## 19 20 CONTROL OF WORK

### 21 22 1-05.13 Superintendents, Labor and Equipment of Contractor

23 (\*\*\*\*\*)

24  
25 Revise the seventh paragraph to read:

26  
27 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to  
28 Section 1-02.1 and 1-02.14, it will take these performance reports into account.  
29

### 30 Cooperation With Other Contractors

31 Section 1-05.14 is supplemented with the following:

32  
33 *(March 13, 1995)*

34 *Other Contracts Or Other Work*

35 It is anticipated that the following work adjacent to or within the limits of this project will  
36 be performed by others during the course of this project and will require coordination of  
37 the work:

- 38  
39 1. Utility relocations and/or normal maintenance work by telephone and  
40 power companies.
- 41 2. Normal maintenance work by Grant County Road crews.
- 42 3. Normal maintenance work by irrigation district crews.

## 43 44 45 CONTROL OF MATERIAL

46 Section 1-06 is supplemented with the following:

### 47 48 Buy America

49  
50 *(August 2, 2010)*

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

1 temporary bridges, steel scaffolding and falsework.

2  
3 Minor amounts of foreign steel and iron may be utilized in this project provided the cost  
4 of the foreign material used does not exceed one-tenth of one percent of the total  
5 contract cost or \$2,500.00, whichever is greater.

6  
7 American-made material is defined as material having all manufacturing processes  
8 occurring domestically. To further define the coverage, a domestic product is a  
9 manufactured steel material that was produced in one of the 50 States, the District of  
10 Columbia, Puerto Rico, or in the territories and possessions of the United States

11  
12 If domestically produced steel billets or iron ingots are exported outside of the area of  
13 coverage, as defined above, for any manufacturing process then the resulting product  
14 does not conform to the Buy America requirements. Additionally, products  
15 manufactured domestically from foreign source steel billets or iron ingots do not  
16 conform to the Buy America requirements because the initial melting and mixing of  
17 alloys to create the material occurred in a foreign country.

18  
19 Manufacturing begins with the initial melting and mixing, and continues through the  
20 coating stage. Any process which modifies the chemical content, the physical size or  
21 shape, or the final finish is considered a manufacturing process. The processes include  
22 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The  
23 action of applying a coating to steel or iron is deemed a manufacturing process.  
24 Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other  
25 coating that protects or enhances the value of steel or iron. Any process from the  
26 original reduction from ore to the finished product constitutes a manufacturing process  
27 for iron.

28  
29 Due to a nationwide waiver, Buy America does not apply to raw materials (iron ore and  
30 alloys), scrap (recycled steel or iron), and pig iron or processed, pelletized, and reduced  
31 iron ore.

32  
33 The following are considered to be steel manufacturing processes:

- 34  
35 1. Production of steel by any of the following processes:  
36  
37 a. Open hearth furnace.  
38  
39 b. Basic oxygen.  
40  
41 c. Electric furnace.  
42  
43 d. Direct reduction.  
44  
45 2. Rolling, heat treating, and any other similar processing.  
46  
47 3. Fabrication of the products.  
48 a. Spinning wire into cable or strand.  
49  
50 b. Corrugating and rolling into culverts.  
51  
52 c. Shop fabrication.  
53

54 A certification of materials origin will be required for any items comprised of, or

1 containing, steel or iron construction materials prior to such items being incorporated  
2 into the permanent work. The certification shall be on DOT Form 350-109EF provided  
3 by the Engineer, or such other form the Contractor chooses, provided it contains the  
4 same information as DOT Form 350-109EF.

## 5 6 **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### 7 8 **State Taxes**

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

10  
11 (June 27, 2011)

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

15  
16 Section 1-07.2 is supplemented with the following:

17  
18 (March 13, 1995)

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

### 21 22 **Load Limits**

23 Section 1-07.7 is supplemented with the following:

24  
25 (March 13, 1995)

26 If the sources of materials provided by the Contractor necessitates hauling over roads other  
27 than State Highways, the Contractor shall, at the Contractor's expense, make all  
28 arrangements for the use of the haul routes.

### 29 30 **Wages**

#### 31 32 **General**

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

34  
35 (May 11, 2010)

36 The Federal wage rates incorporated in this contract have been established by the  
37 Secretary of Labor under United States Department of Labor General Decision No.  
38 WA100001.

39  
40 The State rates incorporated in this contract are applicable to all construction activities  
41 associated with this contract.

#### 42 43 **Requirements for Nondiscrimination**

44 Section 1-07.11 is supplemented with the following:

45  
46 (January 3, 2011)

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

- 49  
50 1. The Contractor's attention is called to the Equal Opportunity Clause and the  
51 Standard Federal Equal Employment Opportunity Construction Contract  
52 Specifications set forth herein.

- 1  
2 2. The goals and timetables for minority and female participation set by the Office of  
3 Federal Contract Compliance Programs, expressed in percentage terms for the  
4 Contractor's aggregate work force in each construction craft and in each trade on  
5 all construction work in the covered area, are as follows:  
6

7 Women - Statewide

<u>Timetable</u>	<u>Goal</u>
Until further notice	6.9%
<u>Minorities - by Standard Metropolitan Statistical Area (SMSA)</u>	
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

1 WA Cowlitz; WA Klickitat; WA Skamania; WA  
2 Wahkiakum.  
3

4 These goals are applicable to each nonexempt Contractor's total on-site  
5 construction workforce, regardless of whether or not part of that workforce is  
6 performing work on a Federal, or federally assisted project, contract, or  
7 subcontract until further notice. Compliance with these goals and time tables is  
8 enforced by the Office of Federal Contract compliance Programs.  
9

10 The Contractor's compliance with the Executive Order and the regulations in 41  
11 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity  
12 Clause, specific affirmative action obligations required by the specifications set  
13 forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority  
14 and female employment and training must be substantially uniform throughout  
15 the length of the contract, in each construction craft and in each trade, and the  
16 Contractor shall make a good faith effort to employ minorities and women evenly  
17 on each of its projects. The transfer of minority or female employees or trainees  
18 from Contractor to Contractor or from project to project for the sole purpose of  
19 meeting the Contractor's goal shall be a violation of the contract, the Executive  
20 Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will  
21 be measured against the total work hours performed.  
22

- 23 3. The Contractor shall provide written notification to the Office of Federal Contract  
24 Compliance Programs (OFCCP) within 10 working days of award of any  
25 construction subcontract in excess of \$10,000 or more that are Federally funded,  
26 at any tier for construction work under the contract resulting from this solicitation.  
27 The notification shall list the name, address and telephone number of the  
28 subcontractor; employer identification number of the subcontractor; estimated  
29 dollar amount of the subcontract; estimated starting and completion dates of the  
30 subcontract; and the geographical area in which the contract is to be performed.  
31 The notification shall be sent to:  
32

33 District Director  
34 U.S. Department of Labor  
35 Office of Federal Contract Compliance Programs  
36 Seattle District Office  
37 1111 Third Avenue, Suite 745  
38 Seattle, WA 98101-3212  
39

40 Additional information may be found at the U.S. Department of Labor website:  
41 <http://www.dol.gov/ofccp/TAguides/ctaguide.htm>  
42

- 43 4. As used in this Notice, and in the contract resulting from this solicitation, the  
44 Covered Area is as designated herein.  
45

46 Standard Federal Equal Employment Opportunity Construction Contract Specifications  
47 (Executive Order 11246)  
48

- 49 1. As used in these specifications:  
50  
51 a. Covered Area means the geographical area described in the solicitation  
52 from which this contract resulted;  
53

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

4  
5 c. Employer Identification Number means the Federal Social Security  
6 number used on the Employer's Quarterly Federal Tax Return, U. S.  
7 Treasury Department Form 941;

8  
9 d. Minority includes:

10  
11 (1) Black, a person having origins in any of the Black Racial  
12 Groups of Africa.

13  
14 (2) Hispanic, a fluent Spanish speaking, Spanish surnamed  
15 person of Mexican, Puerto Rican, Cuban, Central  
16 American, South American, or other Spanish origin.

17  
18 (3) Asian or Pacific Islander, a person having origins in any  
19 of the original peoples of the Pacific rim or the Pacific  
20 Islands, the Hawaiian Islands and Samoa.

21  
22 (4) American Indian or Alaskan Native, a person having  
23 origins in any of the original peoples of North America, and  
24 who maintain cultural identification through tribal affiliation  
25 or community recognition.

26  
27 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a  
28 portion of the work involving any construction trade, it shall physically include in  
29 each subcontract in excess of \$10,000 the provisions of these specifications and  
30 the Notice which contains the applicable goals for minority and female  
31 participation and which is set forth in the solicitations from which this contract  
32 resulted.

33  
34 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan  
35 approved by the U.S. Department of Labor in the covered area either individually  
36 or through an association, its affirmative action obligations on all work in the Plan  
37 area (including goals and timetables) shall be in accordance with that Plan for  
38 those trades which have unions participating in the Plan. Contractors must be  
39 able to demonstrate their participation in and compliance with the provisions of  
40 any such Hometown Plan. Each Contractor or Subcontractor participating in an  
41 approved Plan is individually required to comply with its obligations under the  
42 EEO clause, and to make a good faith effort to achieve each goal under the Plan  
43 in each trade in which it has employees. The overall good faith performance by  
44 other Contractors or Subcontractors toward a goal in an approved Plan does not  
45 excuse any covered Contractor's or Subcontractor's failure to take good faith  
46 effort to achieve the Plan goals and timetables.

47  
48 4. The Contractor shall implement the specific affirmative action standards provided  
49 in paragraphs 7a through 7p of this Special Provision. The goals set forth in the  
50 solicitation from which this contract resulted are expressed as percentages of the  
51 total hours of employment and training of minority and female utilization the  
52 Contractor should reasonably be able to achieve in each construction trade in  
53 which it has employees in the covered area. Covered construction contractors  
54 performing construction work in geographical areas where they do not have a

1 Federal or federally assisted construction contract shall apply the minority and  
2 female goals established for the geographical area where the work is being  
3 performed. The Contractor is expected to make substantially uniform progress in  
4 meeting its goals in each craft during the period specified.  
5

6 5. Neither the provisions of any collective bargaining agreement, nor the failure by a  
7 union with whom the Contractor has a collective bargaining agreement, to refer  
8 either minorities or women shall excuse the Contractor's obligations under these  
9 specifications, Executive Order 11246, or the regulations promulgated pursuant  
10 thereto.  
11

12 6. In order for the nonworking training hours of apprentices and trainees to be  
13 counted in meeting the goals, such apprentices and trainees must be employed  
14 by the Contractor during the training period, and the Contractor must have made  
15 a commitment to employ the apprentices and trainees at the completion of their  
16 training, subject to the availability of employment opportunities. Trainees must  
17 be trained pursuant to training programs approved by the U.S. Department of  
18 Labor.  
19

20 7. The Contractor shall take specific affirmative actions to ensure equal  
21 employment opportunity. The evaluation of the Contractor's compliance with  
22 these specifications shall be based upon its effort to achieve maximum results  
23 from its action. The Contractor shall document these efforts fully, and shall  
24 implement affirmative action steps at least as extensive as the following:  
25

26 a. Ensure and maintain a working environment free of harassment,  
27 intimidation, and coercion at all sites, and in all facilities at which the  
28 Contractor's employees are assigned to work. The Contractor, where  
29 possible, will assign two or more women to each construction project.  
30 The Contractor shall specifically ensure that all foremen, superintendents,  
31 and other on-site supervisory personnel are aware of and carry out the  
32 Contractor's obligation to maintain such a working environment, with  
33 specific attention to minority or female individuals working at such sites or  
34 in such facilities.  
35

36 b. Establish and maintain a current list of minority and female recruitment  
37 sources, provide written notification to minority and female recruitment  
38 sources and to community organizations when the Contractor or its  
39 unions have employment opportunities available, and maintain a record of  
40 the organizations' responses.  
41

42 c. Maintain a current file of the names, addresses and telephone numbers of  
43 each minority and female off-the-street applicant and minority or female  
44 referral from a union, a recruitment source or community organization and  
45 of what action was taken with respect to each such individual. If such  
46 individual was sent to the union hiring hall for referral and was not  
47 referred back to the Contractor by the union or, if referred, not employed  
48 by the Contractor, this shall be documented in the file with the reason  
49 therefor, along with whatever additional actions the Contractor may have  
50 taken.  
51

52 d. Provide immediate written notification to the Director when the union or  
53 unions with which the Contractor has a collective bargaining agreement  
54 has not referred to the Contractor a minority person or woman sent by the

1 Contractor, or when the Contractor has other information that the union  
2 referral process has impeded the Contractor's efforts to meet its  
3 obligations.  
4

- 5 e. Develop on-the-job training opportunity and/or participate in training  
6 programs for the area which expressly include minorities and women,  
7 including upgrading programs and apprenticeship and trainee programs  
8 relevant to the Contractor's employment needs, especially those  
9 programs funded or approved by the U.S. Department of Labor. The  
10 Contractor shall provide notice of these programs to the sources compiled  
11 under 7b above.  
12
- 13 f. Disseminate the Contractor's EEO policy by providing notice of the policy  
14 to unions and training programs and requesting their cooperation in  
15 assisting the Contractor in meeting its EEO obligations; by including it in  
16 any policy manual and collective bargaining agreement; by publicizing it  
17 in the company newspaper, annual report, etc.; by specific review of the  
18 policy with all management personnel and with all minority and female  
19 employees at least once a year; and by posting the company EEO policy  
20 on bulletin boards accessible to all employees at each location where  
21 construction work is performed.  
22
- 23 g. Review, at least annually, the company's EEO policy and affirmative  
24 action obligations under these specifications with all employees having  
25 any responsibility for hiring, assignment, layoff, termination or other  
26 employment decisions including specific review of these items with on-  
27 site supervisory personnel such as Superintendents, General Foremen,  
28 etc., prior to the initiation of construction work at any job site. A written  
29 record shall be made and maintained identifying the time and place of  
30 these meetings, persons attending, subject matter discussed, and  
31 disposition of the subject matter.  
32
- 33 h. Disseminate the Contractor's EEO policy externally by including it in any  
34 advertising in the news media, specifically including minority and female  
35 news media, and providing written notification to and discussing the  
36 Contractor's EEO policy with other Contractors and Subcontractors with  
37 whom the Contractor does or anticipates doing business.  
38
- 39 i. Direct its recruitment efforts, both oral and written to minority, female and  
40 community organizations, to schools with minority and female students  
41 and to minority and female recruitment and training organizations serving  
42 the Contractor's recruitment area and employment needs. Not later than  
43 one month prior to the date for the acceptance of applications for  
44 apprenticeship or other training by any recruitment source, the Contractor  
45 shall send written notification to organizations such as the above,  
46 describing the openings, screening procedures, and tests to be used in  
47 the selection process.  
48
- 49 j. Encourage present minority and female employees to recruit other  
50 minority persons and women and where reasonable, provide after school,  
51 summer and vacation employment to minority and female youth both on  
52 the site and in other areas of a Contractor's work force.  
53

Information Only - NOT FOR BIDDING

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- 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).

- 1 10. The Contractor shall not use the goals and timetables or affirmative action  
2 standards to discriminate against any person because of race, color, religion,  
3 sex, or national origin.  
4
- 5 11. The Contractor shall not enter into any subcontract with any person or firm  
6 debarred from Government contracts pursuant to Executive Order 11246.  
7
- 8 12. The Contractor shall carry out such sanctions and penalties for violation of these  
9 specifications and of the Equal Opportunity Clause, including suspensions,  
10 terminations and cancellations of existing subcontracts as may be imposed or  
11 ordered pursuant to Executive Order 11246, as amended, and its implementing  
12 regulations by the Office of Federal Contract Compliance Programs. Any  
13 Contractor who fails to carry out such sanctions and penalties shall be in violation  
14 of these specifications and Executive Order 11246, as amended.  
15
- 16 13. The Contractor, in fulfilling its obligations under these specifications, shall  
17 implement specific affirmative action steps, at least as extensive as those  
18 standards prescribed in paragraph 7 of this Special Provision, so as to achieve  
19 maximum results from its efforts to ensure equal employment opportunity. If the  
20 Contractor fails to comply with the requirements of the Executive Order, the  
21 implementing regulations, or these specifications, the Director shall proceed in  
22 accordance with 41 CFR 60-4.8.  
23
- 24 14. The Contractor shall designate a responsible official to monitor all employment  
25 related activity to ensure that the company EEO policy is being carried out, to  
26 submit reports relating to the provisions hereof as may be required by the  
27 government and to keep records. Records shall at least include, for each  
28 employee, their name, address, telephone numbers, construction trade, union  
29 affiliation if any, employee identification number when assigned, social security  
30 number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer),  
31 dates of changes in status, hours worked per week in the indicated trade, rate of  
32 pay, and locations at which the work was performed. Records shall be  
33 maintained in an easily understandable and retrievable form; however, to the  
34 degree that existing records satisfy this requirement, the Contractors will not be  
35 required to maintain separate records.  
36
- 37 15. Nothing herein provided shall be construed as a limitation upon the application of  
38 other laws which establish different standards of compliance or upon the  
39 application of requirements for the hiring of local or other area residents (e.g.,  
40 those under the Public Works Employment Act of 1977 and the Community  
41 Development Block Grant Program).  
42
- 43 16. Additional assistance for Federal Construction Contractors on contracts  
44 administered by Washington State Department of Transportation or by Local  
45 Agencies may be found at:

46  
47 Washington State Dept. of Transportation  
48 Office of Equal Opportunity  
49 P.O. Box 47314  
50 310 Maple Park Ave. SE  
51 Olympia, WA  
52 98504-7314  
53 Ph: 360-705-7090  
54 Fax: 360-705-6801

(July 11, 2011)

**Disadvantaged Business Enterprise Condition of Award Participation**

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 applies 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 will 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.
2. A Directory of Certified DBE Firms denoting the 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 description of the Work that the listed DBEs have been certified by the Office of Minority and Women's Business Enterprises (OMWBE) to perform.
3. Establish delivery schedules that encourage participation by DBEs and other small businesses.
4. 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.

1  
2 **DBE Prime Contractor**

3 A DBE prime Contractor may only take credit for that portion of the total dollar  
4 value of the Contract equal to the distinct, clearly defined portion of the Work  
5 that the DBE prime Contractor performs with its own forces.  
6

7 **DBE Subcontractor**

8 When a DBE firm participates as a Subcontractor only that portion of the total  
9 dollar value of the Contract equal to the distinct, clearly defined portion of the  
10 Work that the DBE performs with its own forces shall be credited.  
11

- 12 • Include the cost of supplies and materials obtained by the DBE for the  
13 Work in the Contract including supplies purchased or equipment leased  
14 by the DBE.
  - 15 ○ However, you may not take credit for supplies, materials, and  
16 equipment the DBE Subcontractor purchases or leases from the prime  
17 Contractor or its affiliate. In addition, Work performed by a DBE,  
18 utilizing resources of the prime Contractor or its affiliates shall not be  
19 credited.  
20
- 21 • In very rare situations, a DBE firm may utilize equipment and/or personnel  
22 from a non-DBE firm other than the prime Contractor or its affiliates.  
23 Should this situation arise the arrangement must be short-term and have  
24 prior written approval from the Contracting Agency. The arrangement  
25 must not impact a DBE firm's ability to perform a commercially useful  
26 function.  
27
- 28 • Count the entire value of fees or commissions charged by a DBE firm for  
29 providing a bona fide service, such as professional, technical, consultant,  
30 managerial services, or for providing bonds or insurance.  
31
- 32 • When a DBE subcontracts to another firm, the value of the subcontracted  
33 Work may be counted as participation only if the DBE's lower tier  
34 Subcontractor is also a DBE.  
35
- 36 • When non-DBE Subcontractor further subcontracts to a lower-tier  
37 Subcontractor or supplier who is a certified DBE, then that portion of the  
38 Work further subcontracted may be credited as DBE participation, so long  
39 as it is a distinct clearly defined portion of the Work that the DBE is  
40 performing with its own forces.  
41

42 **Trucking**

43 Use the following factors in determining whether a DBE trucking company is  
44 performing a commercially useful function:  
45

- 46 1. The DBE must be responsible for the management and supervision of  
47 the entire trucking operation for which credit is being claimed.  
48
- 49 2. The DBE must itself own and, with its own workforce, operate at least  
50 one fully licensed, insured, and operational truck used on the Contract.  
51
- 52 3. The DBE receives credit only for the value of the transportation services  
53 it provides on the Contract using trucks it owns or leases, licenses,  
54

1 insures, and operates with drivers it employs. For purposes of this  
2 requirement #3 a lease must indicate that the DBE has exclusive use of  
3 and control over the truck. This does not preclude the leased truck from  
4 working for others provided it is with the consent of the DBE and the  
5 lease provides the DBE first priority for use of the leased truck. Leased  
6 trucks must display the name and identification number of the DBE.  
7

- 8 4. The DBE may lease trucks from another DBE firm including an owner-  
9 operator provided they are certified as a DBE for trucking. The DBE who  
10 leases trucks from another DBE may claim participation for the total  
11 value of the transportation services the lessee DBE provides on the  
12 Contract.  
13
- 14 5. The DBE may also lease trucks from a non-DBE firm and may enter into  
15 an agreement with an owner-operator who is a non-DBE. Provided the  
16 DBE shall only receive credit for the number of additional non-DBE trucks  
17 equal or less than the number of DBE trucks the firm owns or has  
18 leased/subcontracted through another DBE trucking company.  
19
- 20 6. In any lease or owner-operator situation, as described in requirement #4  
21 and #5 above, the following rules shall apply:  
22
- 23 a. A written lease/rental agreement is required for all trucks leased or  
24 rented; documenting the ownership and the terms of the agreement.  
25 The agreements must be submitted and approved by the  
26 Contracting Agency prior to the beginning of the Work. The  
27 agreement must show the leaser's name, truck description and  
28 agreed upon amount and method of payment (hour, ton, or per  
29 load). All lease agreements shall be for a long-term relationship,  
30 rather than for the individual project. (This requirement does not  
31 apply to owner-operator arrangements.)  
32
- 33 b. Only the vehicle, (not the operator) may be leased or rented. (This  
34 requirement does not apply to owner-operator arrangements.)  
35
- 36 7. Credit may only be claimed for DBE trucking firms operating under a  
37 subcontract or a written agreement approved by the Contracting Agency  
38 prior to performing Work.  
39

40 **Expenditures paid to other DBEs**

41 Expenditures paid to other DBEs for materials or supplies may be counted toward  
42 DBE goals as provided in the following:  
43

44 **Manufacturer**

45 You may claim DBE credit for 100 percent of value of the materials or  
46 supplies obtained from a DBE manufacturer.  
47

48 A manufacturer is defined as a firm that operates or maintains a factory or  
49 establishment that produces, on the premises, the materials, supplies,  
50 articles, or equipment required under the Contract.  
51

52 In order to receive credit as a DBE manufacturer, the firm must have received  
53 an "on-site" review and been approved by WSDOT-OEO to operate as a DBE  
54 Manufacturing firm. To schedule a review, the manufacturing firm must

1 submit a written request to WSDOT/OEO. Once the Office of Equal  
2 Opportunity has received the request in writing, it is not necessary to resubmit  
3 the firm for approval unless the manufacturing process has substantially  
4 changed. Information on approved manufacturers may be obtained from  
5 WSDOT OEO.  
6

### 7 **Regular Dealer**

8 You may claim credit for 60 percent of the value of the materials or supplies  
9 purchased from a DBE regular dealer. Rules applicable to regular dealer  
10 status are contained in 49 CFR Part 26.55.e.2.  
11

12 To be considered a regular dealer you must meet the following criteria:  
13

- 14 1. The firm must own, operate or maintain a store, warehouse, or other  
15 establishment in which the materials, supplies, articles or equipment  
16 required under the Contract are bought, kept in stock, and regularly  
17 sold or leased to the public in the usual course of business. It must  
18 also be an established, regular business that engages, as its  
19 principal business and under its own name, in the purchase and sale  
20 or lease of the products in question.  
21
- 22 2. A person may be a regular dealer in such bulk items as petroleum  
23 products, steel, cement, gravel, stone, or asphalt without owning,  
24 operating, or maintaining a place of business, as provided elsewhere  
25 in this specification, if the person both owns and operates  
26 distribution equipment for the products. Any supplementing of  
27 regular dealers' own distribution equipment shall be by a long-term  
28 lease agreement and not on an ad hoc or Contract-by-Contract  
29 basis  
30
- 31 3. Packagers, brokers, manufacturers' representatives, or other  
32 persons who arrange or expedite transactions are not regular  
33 dealers.  
34

35 Regular dealer status is granted on a Contract-by-Contract basis. To obtain  
36 regular dealer status, a formal written request must be made by the interested  
37 supplier (potential regular dealer) to WSDOT/OEO. Included in the request  
38 shall be a full description of the project, the type of business operated by the  
39 DBE and the manner the DBE will operate as a regular dealer on this specific  
40 Contract. Rules applicable to regular dealer status are contained in 49 CFR  
41 Part 26.55.e.2. Once the request is reviewed the DBE supplier requesting it  
42 will be notified in writing whether regular dealer status was approved. DBE  
43 firms that are approved as regular dealers for a Contract will be listed on the  
44 WSDOT Internet Homepage at: [www.wsdot.wa.gov/biz/contaa/](http://www.wsdot.wa.gov/biz/contaa/). Bidders may  
45 also request confirmation of the DBE supplier's approval to operate as a  
46 regular dealer on a specific Contract by contacting the Office of Equal  
47 Opportunity, Washington State Department of Transportation at P.O. Box  
48 47314, Olympia, WA 98504-7314 or by phone at (360) 705-7085.  
49

### 50 **Materials or Supplies Purchased from a DBE**

51 With regard to materials or supplies purchased from a DBE who is neither a  
52 manufacturer nor a regular dealer you may claim credit for the following:  
53

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.
3. Use of two party checks must be approved by the Contracting agency in advance of their use.

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

In any case, you may only take credit when the associated DBE is performing a commercially useful function.

- A DBE performs a commercially useful function when it is responsible for execution of the 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.
- A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed.

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

After award 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 Contractor may be contacted to solicit general information as follows:

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

### **Procedures after Execution**

#### **Reporting**

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

The Contractor shall submit a Quarterly Report of Amounts Credited as DBE Participation (form #422-102) 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 Contractor is taking credit for as DBE participation. The dollars reported as specified in the Contract Provision Counting DBE Participation for Reporting Purposes section of this specification.

1  
2 In the event that the payments to a DBE have been made by an entity  
3 other than the prime Contractor (as in the case of a lower-tier  
4 Subcontractor or supplier), then the prime Contractor shall obtain the  
5 quarterly report, including the signed affidavit, from the paying entity and  
6 submit the report to the Contracting Agency.  
7

8 **Payment**

9 Compensation for all costs associated with complying with the conditions of  
10 this specification shall be included in payment for the associated Contract  
11 items of Work.  
12

13 **Prompt Payment**

14 Prompt payment to all subcontractors shall be in accordance with section  
15 1-08.1(1) of these contract specifications  
16

17 **Damages for Noncompliance**

18 The Contractor shall not discriminate on the basis of race, color, national  
19 origin, or sex in the performance of this Contract. The Contractor shall carry  
20 out applicable requirements of 49 CFR Part 26 in the award and  
21 administration of Contracts, which contain funding assistance from the United  
22 States Department of Transportation. Failure by the Contractor to carry out  
23 these requirements is a material breach of this Contract, which may result in  
24 the termination of this Contract or such other remedy as the Contracting  
25 Agency deems appropriate.  
26  
27

28 **Federal Agency Inspection**

29 Section 1-07.12 is supplemented with the following:  
30

31 *(March 13, 1995)*

32 **Required Federal Aid Provisions**

33 The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)  
34 and the amendments thereto supersede any conflicting provisions of the Standard  
35 Specifications and are made a part of this contract; provided, however, that if any of  
36 the provisions of FHWA 1273, as amended, are less restrictive than Washington State  
37 Law, then the Washington State Law shall prevail.  
38

39 The provisions of FHWA 1273, as amended, included in this contract require that the  
40 Contractor insert the FHWA 1273 and amendments thereto in each subcontract,  
41 together with the wage rates which are part of the FHWA 1273, as amended. Also, a  
42 clause shall be included in each subcontract requiring the subcontractors to insert the  
43 FHWA 1273 and amendments thereto in any lower tier subcontracts, together with the  
44 wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL  
45 AID PROVISIONS, is inserted in each subcontract for subcontractors and lower tier  
46 subcontractors. For this purpose, upon request to the Project Engineer, the Contractor  
47 will be provided with extra copies of the FHWA 1273, the amendments thereto, the  
48 applicable wage rates, and this Special Provision.  
49

50 **Contractor's Responsibility for Work**

51 **Repair of Damage**

52 Section 1-07.13(4) is revised to read:  
53  
54

1 (August 6, 2001)

2 The Contractor shall promptly repair all damage to either temporary or permanent work  
3 as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1),  
4 1-07.13(2), or 1-07.13(3), payment will be made in accordance with Section 1-04.4.  
5 Payment will be limited to repair of damaged work only. No payment will be made for  
6 delay or disruption of work.  
7

## 8 **Protection and Restoration of Property**

9 Section 1-07.16 is supplemented with the following:

10  
11 (\*\*\*\*\*)

### 12 **Notification**

13 The Contractor shall distribute a special notice to each project resident before beginning  
14 work. Project resident means any person, company, or public agency having a driveway  
15 inside the project limits, or having a driveway or access on a dead-end road within the  
16 project limits. The special notice shall contain the following information and statements:  
17

- 18 • Date of the notice.
- 19 • Project name, termini, and a description of the major phases of the work.
- 20 • Name of Contractor, Contractor's representative and 24 hour phone number.
- 21 • Scheduled project start and completion dates.
- 22 • Available detour routes.
- 23 • One-way traffic will be maintained during each working day.
- 24 • Two-way traffic will be restored at the end of each working day.
- 25 • All plants, trees, shrubs, gardens, sprinklers or structures within the limits of  
26 construction will be removed. Residents are to be advised to remove such  
27 property before work begins.
- 28 • Driveways will be restored to useable conditions at the end of each working day,  
29 without exception.
- 30 • Mail service interruptions or relocations. Statement that the Contractor will  
31 remove, temporarily relocate, and eventually reinstall mail receptacles.  
32 Statement that mailboxes, posts, etc., damaged by the Contractor will be  
33 replaced and installed at no charge to the resident.
- 34 • Possible problems with power, telephone, potable water, sewer, irrigation supply  
35 relocations and/or interruptions, if any.
- 36 • Temporary fencing requirements for livestock, if any.
- 37 • Residents are responsible for driveway culvert maintenance.
- 38 • Request to irrigators to eliminate water on the roadway and in the borrow ditches  
39 per Grant County Ordinance.

40  
41 The Contractor must notify all affected Grant County agencies of the date and  
42 anticipated length of all road closures, including school districts, fire districts, Multi-  
43 Agency Communications Center (509) 762-1901, Sheriff's Dept. (509) 754-2011,  
44 Emergency Management (509) 762-1462, and U.S. Postal Service offices.  
45

46 The Contractor must place a "Notice of Road Construction" in the legal newspaper of  
47 Grant County. All notices must be provided a minimum of three (3) working days prior to  
48 beginning work. The County will not allow any work to be performed until the required  
49 notices are made by the Contractor.  
50

51 (\*\*\*\*\*)

### 52 **Payment**

1 The lump sum contract price for "Notification" shall be full compensation for all labor,  
2 equipment, materials, and tools necessary to perform the work outlined in this  
3 supplemental section.  
4

## 5 **Utilities And Similar Facilities**

6 Section 1-07.17 is supplemented with the following:  
7

8 (\*\*\*\*\*)

9 Locations and dimensions shown in the Plans for existing facilities are in accordance  
10 with available information obtained without uncovering, measuring, or other verification.  
11

12 Public and private utilities, or their Contractors, will furnish all work necessary to adjust,  
13 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or  
14 these Special Provisions. Such adjustment, relocation, replacement, or construction will  
15 be done during the prosecution of the work for this project.  
16

17 The Contractor shall call the Utility Location Request Center (One Call Center), for field  
18 location, not less than two nor more than ten business days before the scheduled date  
19 for commencement of excavation which may affect underground utility facilities, unless  
20 otherwise agreed upon by the parties involved. A business day is defined as any day  
21 other than Saturday, Sunday, or a legal local, State, or Federal holiday. The telephone  
22 number for the One Call Center for this project is 1-800-424-5555. If no one-number  
23 locator service is available, notice shall be provided individually to those owners known  
24 to or suspected of having underground facilities within the area of proposed excavation.  
25

26 The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to  
27 underground utilities. Any cost to the Contractor incurred as a result of this law shall be  
28 at the Contractor's expense.  
29

30 No excavation shall begin until all known facilities, in the vicinity of the excavation area,  
31 have been located and marked.  
32

33 The following addresses and telephone numbers of utility companies and other agencies  
34 known or suspected of having facilities within the project limits are supplied for the  
35 Contractor's convenience:

- 36 • Grant County PUD, 30 C Street SW,  
37 Ephrata, WA 98823, (509) 754-3451
- 38 • United States Bureau of Reclamation, 32 C Street NW,  
39 Ephrata, WA 98823, (509) 754-0200
- 40 • Quincy-Columbia Basin Irrigation District, 1720 S. Central Ave.,  
41 Quincy, WA 98848, (509) 787-3591
- 42 • Qwest, 904 N. Columbus  
43 Spokane, WA 99202, (509) 455-2733
- 44 • Frontier Communications, 320 E Penny Rd.  
45 Wenatchee, WA 98801 (509) 662-9262

46  
47 (\*\*\*\*\*)

### 48 ***Vibratory Rollers over USBR Crossings***

49 Vibratory rollers shall not be used within 50 feet on each side of each USBR crossing  
50 as staked in the field and/or shown in the plans.  
51

## 52 **Public Convenience and Safety**

1 **Construction Under Traffic**

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

3  
4 (April 2, 2007)

5 **Work Zone Clear Zone**

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

12  
13 During nonworking hours equipment or materials shall not be within the WZCZ  
14 unless they are protected by permanent guardrail or temporary concrete barrier.  
15 The use of temporary concrete barrier shall be permitted only if the Engineer  
16 approves the installation and location.

17  
18 During actual hours of work, unless protected as described above, only materials  
19 absolutely necessary to construction shall be within the WZCZ and only  
20 construction vehicles absolutely necessary to construction shall be allowed within  
21 the WZCZ or allowed to stop or park on the shoulder of the roadway.

22  
23 The Contractor's nonessential vehicles and employees private vehicles shall not  
24 be permitted to park within the WZCZ at any time unless protected as described  
25 above.

26  
27 Deviation from the above requirements shall not occur unless the Contractor has  
28 requested the deviation in writing and the Engineer has provided written  
29 approval.

30  
31 Minimum WZCZ distances are measured from the edge of traveled way and will  
32 be determined as follows:

33  
34 **Minimum Work Zone Clear Zone Distance**

<u>Posted Speed</u>	<u>Distance From Traveled Way (Feet)</u>
35 35 mph or less	36 10 *
37 40 mph	38 15
39 45 to 55 mph	40 20
41 60 mph or greater	42 30

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

44 (\*\*\*\*\*)

45 **Payment**

46 No additional compensation will be paid to the Contractor for any cost or expense  
47 incurred as a result of the requirements of this provision and all costs shall be  
48 considered incidental to and included in other applicable contract items.

49  
50 **PROSECUTION AND PROGRESS**

51  
52 **Subcontracting**

53 Section 1-08.1 is supplemented with the following:

1 (October 12, 1998)

2 Prior to any subcontractor or agent beginning work, the Contractor shall submit to the  
3 Engineer a certification (WSDOT Form 420-004) that a written agreement between the  
4 Contractor and the subcontractor or between the subcontractor and any lower tier  
5 subcontractor has been executed. This certification shall also guarantee that these  
6 subcontract agreements include all the documents required by the Special Provision  
7 Federal Agency Inspection.  
8

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

- 12
- 13 1. Request to Sublet Work (Form 421-012), and
- 14 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification  
15 for Federal-aid Projects (Form 420-004).  
16

17 The Contractor's records pertaining to the requirements of this Special Provision shall be  
18 open to inspection or audit by representatives of the Contracting Agency during the life  
19 of the contract and for a period of not less than three years after the date of acceptance  
20 of the contract. The Contractor shall retain these records for that period. The Contractor  
21 shall also guarantee that these records of all subcontractors and lower tier  
22 subcontractors shall be available and open to similar inspection or audit for the same  
23 time period.  
24

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

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

27 (June 27, 2011)

28 The following procedures shall apply to all subcontracts entered into as a part of this  
29 Contract:  
30

#### 31 **Requirements**

- 32
- 33 1. The Prime Contractor or Subcontractor shall make payment to the  
34 Subcontractor not later than ten (10) days after receipt of payment from the  
35 Contracting Agency for work satisfactorily completed by the Subcontractor, to  
36 the extent of each Subcontractor's interest therein.  
37
- 38 2. Prompt and full payment of retainage from the Prime Contractor to the  
39 Subcontractor shall be made within 30 days after Subcontractor's Work is  
40 satisfactorily completed.  
41
- 42 3. For purposes of this Section, a Subcontractor's work is satisfactorily  
43 completed when all task and requirements of the Subcontract have been  
44 accomplished and including any required documentation and material testing  
45 .  
46
- 47 4. Failure by a Prime Contractor or Subcontractor to comply with these  
48 requirements may result in one or more of the following:  
49
  - 50 a. Withholding of payments until the Prime Contractor or Subcontractor  
51 complies
  - 52
  - 53 b. Failure to comply shall be reflected in the Prime Contractor's  
54 Performance Evaluation

- 1  
2 c. Cancellation, Termination, or Suspension of the Contract, in whole or in  
3 part  
4  
5 d. Other sanctions as provided by the subcontractor or by law under  
6 applicable prompt pay statutes.  
7

8 **Conditions**

9 This clause does not create a contractual relationship between the Contracting  
10 Agency and any Subcontractor as stated in Section 1-08.1. Also, it is not intended  
11 to bestow upon any Subcontractor, the status of a third-party beneficiary to the  
12 Contract between the Contracting Agency and the Contractor.  
13

14 **Payment**

15 The Contractor will be solely responsible for any additional costs involved in  
16 paying retainage to the Subcontractors. Those costs shall be incidental to the  
17 respective Bid Items.  
18

19  
20 **Prosecution Of Work**

21 The first sentence of Section 1-08.4 is revised to read:

22  
23  
24 (\*\*\*\*\*)

25 The Contractor shall begin work on October 17, 2011, unless otherwise approved  
26 by the Engineer.  
27

28 **Time For Completion**

29  
30 The third paragraph of Section 1-08.5 is revised to read:

31  
32 (\*\*\*\*\*)

33 Contract time shall begin on the first working day. The first working day shall be  
34 October 17, 2011, unless otherwise approved by the Engineer.  
35

36 Section 1-08.5 is supplemented with the following:

37  
38 (\*\*\*\*\*)

39 This project shall be physically completed within **20** working days.  
40

41 Should the Contractor desire to perform work on any Saturday, Sunday, or Holiday  
42 during the life of this contract, he shall request written permission from the Engineer after  
43 submitting a new work schedule specifying the exact dates on which the work is to be  
44 performed.  
45

46 Should the Contractor desire to begin work before 6:30 am, or desire to work two  
47 separate or overlapping shifts during a single 24 hour day, or desire to work a shift  
48 longer than 10 hours in a single 24 hour day, he shall request written permission from  
49 the Engineer after submitting a new work schedule specifying the exact dates on which  
50 the requested work shifts are to be performed.  
51

52 The Engineer will consider the Contractor's request and may either approve or deny any  
53 or all working dates or shifts contained in the new progress schedule.  
54

1 No additional compensation will be given the Contractor for any delays and costs  
2 incurred because of this provision. All costs incurred shall be considered incidental to  
3 and included in other applicable contract items.  
4  
5  
6

## 7 **MEASUREMENT AND PAYMENT**

### 8 **Retainage**

9 Section 1-09.9(1) content and title is deleted and replaced with the following:  
10  
11

12 **(June 27, 2011)**

13 **Vacant**  
14

## 15 **TEMPORARY TRAFFIC CONTROL**

### 16 **General**

17 Section 1-10.1 is supplemented with the following:  
18  
19

20 (August 2, 2004)

21 The Contracting Agency will provide the following labor, equipment and/or materials  
22 resources to the Contractor for use on the project. The Contractor will notify the Engineer  
23 when each resource is to be utilized and will provide adequate notice that will allow any  
24 necessary arrangements to be made.  
25

26 \*\*\* Construction Signs as shown on the Construction Sign Plan \*\*\*  
27  
28

### 29 **Traffic Control Management**

#### 30 **General**

31 Section 1-10.2(1) is supplemented with the following:  
32  
33

34 (December 1, 2008)

35 Only training with WSDOT TCS card and WSDOT training curriculum is  
36 recognized in the State of Washington. The Traffic Control Supervisor shall be  
37 certified by one of the following:  
38  
39

40 The Northwest Laborers-Employers Training Trust  
41 27055 Ohio Ave.  
42 Kingston, WA 98346  
43 (360) 297-3035  
44

45 Evergreen Safety Council  
46 401 Pontius Ave. N.  
47 Seattle, WA 98109  
48 1-800-521-0778 or (206) 382-4090  
49

50 The American Traffic Safety Services Association  
51 15 Riverside Parkway, Suite 100  
52 Fredericksburg, Virginia 22406-1022  
53 Training Dept. Toll Free (877) 642-4637

**Traffic Control Plans**

Section 1-10.2(2) is supplemented with the following:

(\*\*\*\*\*)

The County has provided the Traffic Sign Plan and the applicable Standard "K" plan(s) for this project and said plan(s) are included in these specifications and is made part of this contract.

The work contemplated in this contract will require the Contractor to take special precautions in developing and implementing safe traffic control procedures in accordance with the MUTCD. The Contractor's attention is directed to WAC 296-155-305 as it relates to signing, signaling and flaggers. All questions concerning new standards should be directed to the Wash. State Dept. of Labor and Industries.

The Contractor will not be permitted to close Dodson Road within the project limits. One way traffic must be kept open during working hours and two-way traffic restored at the end of each working day. Access to County road intersections, local farms and residences shall be kept open at all times.

**Traffic Control Labor, Procedures and Devices**

**Traffic Control Devices**

**Construction Signs**

Section 1-10.3(3)A is supplemented with the following:

(\*\*\*\*\*)

The required signs will be available to the Contractor at the Grant County Sign Shop, 124 Enterprise St. SE, Ephrata, WA, (509) 754-6085, on normal work days. The Contractor shall make arrangements with the Engineer at least ten working days prior to picking up the signs. The Contractor shall sign an itemized receipt at the time of acquisition.

Signs shall be returned to Grant County Sign Shop by the Contractor when their need has ceased as determined by the Engineer. The value of signs furnished by the Contracting Agency to the Contractor is fixed at \$10.00 per square foot. The value of such signs which are damaged or not returned as provided in Section 1-10.3(3)A will be deducted from payment due or to become due the Contractor.

**Wood Sign Posts**

Use the charts below to determine post size for Class A construction signs.

**One Post Installation**

<u>Post Size</u>	<u>Min. Sign Sq. Ft.</u>	<u>Max Sign Sq. Ft.</u>
4x4	-	16.0
4x6	17.0	20.0
6x6	21.0	25.0
6x8	26.0	31.0

**Two Post Installation**

(For signs 5 feet or greater in width)

<u>Post Size</u>	<u>Min. Sign Sq. Ft.</u>	<u>Max Sign Sq. Ft.</u>
4x4	-	16.0
4x6	17.0	36.0
6x6	37.0	46.0
6x8	47.0	75.0 *

\* The Engineer will determine the post size for signs greater than 75 square feet.

### **Barricades**

Section 1-10.3(3)D is supplemented with the following:

(\*\*\*\*\*)

The barricades shall be Type III and constructed in accordance with the details shown in the MUTCD and the Standard Plans. The barricade width shall be eight (8) feet.

As may be indicated in the Signing Plan, Traffic Control Plans, or the Contract Provisions, the Contractor may be required to install signs, warning lights, or both, on barricades

### **Measurement**

Lump Sum Bid for Project (No Unit Items)

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

(August 2, 2004)

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

### **Payment**

Section 1-10.5(1) is supplemented with the following:

(\*\*\*\*\*)

The lump sum contract price for "Project Temporary Traffic Control" shall include all costs incurred by the Contractor in placing and maintaining traffic control signs furnished by the County and in furnishing, placing, and maintaining traffic control vehicles, traffic control supervisor, traffic control labor including flaggers, two-way radios, eight (8) foot wide Type III barricades, flashers, posts for signs and other equipment and materials in accordance with the Traffic Control Plan and Section 1-10 of the Standard Specifications. Progress payment for the lump sum item "Project Temporary Traffic Control" will be made as follows:

1. When the initial temporary traffic control devices are set up, fifty (50) percent of the amount bid for the item will be paid.
2. Payment for the remaining fifty (50) percent of the amount bid for the item will be paid on a prorated basis in accordance with the total job progress as determined by progress payments.

## **DIVISION 4 BASES**

### **BALLAST AND CRUSHED SURFACING**

1  
2 Section 4-04 is supplemented with the following:  
3

4 (\*\*\*\*\*)

5 **Shoulder Finishing**  
6

7 **Description**

8 This work consists of furnishing and placing material along the new asphalt edge.  
9

10 **Materials**

11 Material shall meet the requirements of crushed surfacing top course in Section 9-  
12 03.9(3).  
13

14 Acceptance of the material will be by the Manufacturer's Certification of Compliance.  
15

16 **Construction Requirements**

17 Upon completion of the paving, the Contractor shall place, water and compact material  
18 at the edge of the new asphalt including road approaches as shown in the Plans.  
19 Curbed areas, bridges etc. will not be finished.  
20

21 The Contractor shall compact the material by wheel rolling with a minimum of two  
22 passes using a motor grader or comparable piece of equipment. Damage to the edge of  
23 the asphalt as a result of placing shoulder material shall be repaired at no cost to the  
24 Contracting Agency.  
25

26 Following the placement of the material, the paved shoulders shall be cleaned of all dirt  
27 and other debris.  
28

29 **Crushed surfacing top course shall be placed in the guardrail sections to**  
30 **eliminate the vertical edge.**  
31

32 The Contractor shall supply the Engineer with load counts, including volumes and limits  
33 of placement, at the end of each day that the material is placed.  
34

35 For informational purposes, approximately 700 cubic yards of material will be required to  
36 complete this work.  
37

38 **Measurement**

39 Shoulder finishing will be measured by the mile along centerline of the roadway for each  
40 shoulder of the roadway finished.  
41

42 No deductions will be made for intersections or road approaches. Areas not finished  
43 such as curbed areas and bridges will not be measured.  
44

45 **Payment**

46 "Shoulder Finishing", per mile.  
47

48 The unit contract price per mile for "Shoulder Finishing" shall be full pay to complete the  
49 work as specified.  
50

51  
52 **DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS**  
53

1 **HOT MIX ASPHALT**

2  
3 **Materials**

4 Section 5-04.2 is supplemented with the following:

5  
6 (\*\*\*\*\*)

7 The Contractor shall supply the Engineer a report stating the percentage of RAP utilized  
8 each day in the production of HMA.  
9

10 **Construction Requirements**

11  
12 **5-04.3(7)A Mix Design**

13 Delete this section and replace it with the following;

14  
15 (\*\*\*\*\*)

16 **General.** Prior to the production of HMA, the Contractor shall determine a design  
17 aggregate structure and asphalt binder content in accordance with WSDOT Standard  
18 Operating Procedure 732. Once the design aggregate structure and asphalt binder  
19 content have been determined, the Contractor shall submit the HMA mix design on DOT  
20 form 350-042 demonstrating the design meets the requirements of Sections 9-03.8(2)  
21 and 9-03.8(6). HMA accepted by nonstatistical evaluation requires a mix design  
22 verification. For HMA accepted by commercial evaluation only the first page of DOT  
23 form 350-042 and the percent of asphalt binder is required. In no case shall the paving  
24 begin before the determination of anti-strip requirements has been made. Anti-strip  
25 requirements will be determined by:

- 26  
27 a. Testing by WSDOT in accordance with TM 718.  
28 b. Testing by Contractor in accordance with WSDOT TM 718.  
29 c. Historical aggregate source ant-strip use provided by WDOT.  
30

31 The mix design will be the initial Job Mix Formula (JMF) for the HMA being produced.  
32 Any additional adjustments to the JMF will require the approval of the Project Engineer  
33 and may be made per Section 9-03.8(7).  
34

35 **Mix Design Verification.** Verification shall be accomplished by one of the following  
36 processes:

- 37  
38 a. Submit samples to WSDOT State Materials Lab for WSDOT verification testing in  
39 accordance with WSDOT Standard Specifications.  
40 b. Reference a mix design that has been previously verified by WSDOT State  
41 Materials Lab on a previous project.  
42

43 Mix design verification is valid for one year from the date of verification. At the discretion  
44 of the Engineer, agencies may accept mix designs verified beyond the verification year  
45 with certification from the Contractor that the materials and sources are the same as  
46 those shown on the original mix design.  
47

48 Three working days prior to the first day of paving, six Ignition Furnace Calibration  
49 Samples shall be obtained to calibrate the Ignition Furnaces used for acceptance testing  
50 of the HMA. Calibration samples shall be provided by the Contractor when directed by  
51 the Engineer. Calibration samples shall be prepared in accordance with WSDOT SOP  
52 728.  
53

54 **5-04.3(8)A1, General**

1 Delete these sections and replace them with the following:

2  
3 (\*\*\*\*\*)

4 Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

5  
6 Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in  
7 the contract documents.

8  
9 Commercial evaluation will be used for Commercial HMA and for other classes of HMA  
10 as allowed by the contract. Commercial HMA may be used for amounts of HMA less  
11 than 2,500 tons in any application. Nonstructural applications of HMA accepted by  
12 commercial evaluation shall be as approved by the Project Engineer. Sampling and  
13 testing of HMA accepted by commercial evaluation will be at the option of the Project  
14 Engineer. Commercial HMA can be accepted by a contractor certification letter stating  
15 the material meets the HMA requirements defined in the contract. Where HMA  
16 Commercial is used for the traveled way, a minimum of one acceptance test to verify  
17 gradation, fracture, sand equivalent, and oil content is required.

18  
19 5-04.3(8)A4, Definition of Sampling Lot and Sublot  
20 First paragraph is deleted and replace it with the following.

21  
22 (\*\*\*\*\*)

23 For the purpose of acceptance sampling and testing, a lot is defined as the total quantity  
24 of material or work produced for each job mix formula (JMF) placed. Only one lot per  
25 mix design will be expected to occur. The initial JMF is defined in Section 5-04.3(7)A  
26 Mix Design. The Contractor may request a change in the JMF in accordance with  
27 Section 9-03.8(7). If the request is approved, all of the material produced up to the time  
28 of the change will be evaluated on the basis of tests on samples taken from that material  
29 and a new lot will begin.

30  
31 **5-04.3(8)A5, Test Results**

32 Delete this section and replace it with the following:

33  
34 (\*\*\*\*\*)

35 The Engineer will furnish the Contractor with a copy of the results of all acceptance  
36 testing performed in the field at the beginning of the next paving shift. The Engineer will  
37 also provide the Composite Pay Factor (CPF) of the completed sublots after three  
38 sublots have been produced. The CPF will be provided by the midpoint of the next  
39 paving shift after sampling. Sublot sample test results (gradation and asphalt binder  
40 content) may be challenged by the Contractor. To challenge test results, the Contractor  
41 shall submit a written challenge within 7-calendar days after receipt of the specific test  
42 results. A split of the original acceptance sample will be sent for testing to either the  
43 Region Materials Laboratory or the State Materials Laboratory as determined by the  
44 Project Engineer. The split of the sample with challenged results will not be tested with  
45 the same equipment or by the same tester that ran the original acceptance test. The  
46 challenge sample will be tested for a complete gradation analysis and for asphalt binder  
47 content. The results of the challenge sample will be compared to the original results of  
48 the acceptance sample test and evaluated according to the following criteria:

49  
50 Deviation

51 U.S. No. 4 sieve and larger Percent passing  $\pm 4.0$

52 U.S. No. 8 sieve Percent passing  $\pm 2.0$

53 U.S. No. 200 sieve Percent passing  $\pm 0.4$

54 Asphalt binder Percent binder content  $\pm 0.3$

1  
2 If the results of the challenge sample testing are within the allowable deviation  
3 established above for each parameter, the acceptance sample test results will be used  
4 for acceptance of the HMA. The cost of testing will be deducted from any monies due or  
5 that may come due the Contractor under the Contract at the rate of \$250 per challenge  
6 sample. If the results of the challenge sample testing are outside of any one parameter  
7 established above, the challenge sample will be used for acceptance of the HMA and  
8 the cost of testing will be the Contracting Agency's responsibility.  
9

10 **5-04.3(8)A7, Test Section – HMA Mixtures**

11 (March 10, 2010 APWA GSP)

12  
13 Delete this section  
14

15  
16 **5-04.5(1)A Price Adjustments for Quality of HMA Mixture**

17 (March 10, 2010 APWA GSP)

18  
19 Delete the first paragraph and table and replaced them with the following:  
20

21 Statistical analysis of quality of gradation and asphalt content will be performed based  
22 on Section 1-06.2 using the following price adjustment factors:  
23

24 **Table of Price Adjustment Factors**

25 <b>Constituent</b>	26 <b>Factor "f"</b>
27 All aggregate passing: 1 1/2", 1", 3/4", 28 1/2", 3/8" and No. 4 sieves	2
29 All aggregate passing No. 8	15
30 All aggregate passing No. 200 sieve	20
31 Asphalt binder	52

32 Delete items 1-3 in Paragraph two and replaced with the following:  
33

34 A pay factor will be calculated for sieves listed in Section 9-03.8(7) for the class of HMA  
35 and for the asphalt binder.  
36

- 37 1. **Nonstatistical Evaluation.** Each lot of HMA produced under  
38 Nonstatistical Evaluation and having all constituents falling within the  
39 tolerance limits of the job mix formula shall be accepted at the unit  
40 contract price with no further evaluation. When one or more constituents  
41 fall outside the nonstatistical acceptance tolerance limits in Section 9-  
42 03.8(7), the lot shall be evaluated in accordance with Section 1-06.2 to  
43 determine the appropriate CPF. The nonstatistical tolerance limits will be  
44 used in the calculation of the CPF and the maximum CPF shall be 1.00.  
45 When less than three sublots exist, backup samples of the existing  
46 sublots or samples from the street shall be tested to provide a minimum  
47 of three sets of results for evaluation.  
48
- 49 2. **Commercial Evaluation.** If sampled and tested, HMA produced under  
50 Commercial Evaluation and having all constituents falling within the  
51 tolerance limits of the job mix formula shall be accepted at the unit  
52 contract price with no further evaluation. When one or more constituents  
53 fall outside the commercial acceptance tolerance limits in Section 9-  
54 03.8(7), the lot shall be evaluated to determine the appropriate CPF. The

1 commercial tolerance limits will be used in the calculation of the CPF and  
2 the maximum CPF shall be 1.00. When less than three sublots exist,  
3 backup samples of the existing sublots or samples from the street shall  
4 be tested to provide a minimum of three sets of results for evaluation.  
5

6 For each lot of HMA produced under Nonstatistical or Commercial Evaluation when the  
7 calculated CPF is less than 1.00, a Nonconforming Mix factor (NCMF) will be  
8 determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by  
9 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product  
10 of the NCMF, the quantity of HMA in the lot in tons, and the unit contract price per ton of  
11 the mix.  
12

13 If a constituent is not measured in accordance with these Specifications, its individual  
14 pay factor will be considered 1.00 in calculating the composite pay factor.  
15

16 **5-04.5(1)B Price Adjustments for Quality of HMA Compaction**  
17 (March 10, 2010 APWA GSP)  
18

19 Delete this section and replace it with the following:  
20

21 The maximum CPF of a compaction lot is 1.00  
22

23 For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming  
24 Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic  
25 difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price  
26 Adjustment will be calculated as the product of the NCCF, the quantity of HMA in the lot  
27 in tons and the unit contract price per ton of the mix.  
28  
29

30 **DIVISION 8 MISCELLANEOUS CONSTRUCTION**  
31

32 **MONUMENT CASES**  
33

34 **Description**

35 Section 8-13.1 is supplemented with the following:  
36

37 (\*\*\*\*\*)

38 ***Adjust Monument Case and Cover***

39 This work consists of adjusting existing monument case(s) and covers(s).  
40

41 **Construction Requirements**

42 Section 8-13.3 is supplemented with the following:  
43

44 (\*\*\*\*\*)

45 Monument case(s) and cover(s) shall be adjusted to an elevation tolerance of 0.02 feet  
46 to 0.04 feet below the finished pavement following completion of HMA paving.  
47

48 **Measurement**

49 Section 8-13.4 is supplemented with the following:  
50

51 (\*\*\*\*\*)

52 Measurement for adjust monument case(s) and cover(s) will be by the unit for each  
53 monument case and cover adjusted.

1  
2 **Payment**

3 Section 8-13.5 is supplemented with the following:

4  
5 (\*\*\*\*\*)

6 Payment will be made in accordance with Section 1-04.1 for each of the following bid  
7 items that are included in the Proposal:

8  
9 "Adjust Monument Case and Cover", per each.

10  
11 **PAVEMENT MARKING**

12  
13 **Materials**

14  
15 (\*\*\*\*\*)

16 The first sentence of Section 8-22.2 is replaced with the following:

17  
18 Materials for pavement marking shall be **Waterborne** paint and conform to WSDOT  
19 paint formulas HWVY2 for yellow lines and HWVW1 for white lines.

20  
21 **Construction Requirements**

22  
23 ***Preliminary Spotting***

24 The first sentence of Section 8-22.3(1) is replaced with the following:

25  
26 (\*\*\*\*\*)

27 The Contractor shall use established control points to assist in the preliminary  
28 spotting of the lines to be marked. Where control points are unavailable the  
29 Contractor shall establish such control as necessary to provide accurate  
30 preliminary spotting for pavement marking. The Engineer shall provide control  
31 points for no-pass zones.

32  
33 ***Marking Application***

34 Section 8-22.3(3) is supplemented with the following:

35  
36 (\*\*\*\*\*)

37 This contract contains new striping work and will require two applications of paint  
38 on a thoroughly swept pavement surface. 10 mils on the first pass and 15 mils  
39 on the second pass in the opposite direction. Glass beads for retro-reflective  
40 applications shall be applied at the rate of 7 pounds per gallon of paint.

41  
42 The Contractor shall use a three gun paint spray system for all striping on this  
43 contract.

44  
45  
46 **DIVISION 9 MATERIALS**

47  
48 **AGGREGATES**

49  
50 ***HMA Test Requirements***

51 Section 9-03.8(2) is supplemented with the following:

52  
53 (\*\*\*\*\*)

1 The number of ESAL's for the design and acceptance of the HMA shall be 0.3 to 3  
2 million.

3  
4 **HMA Tolerances and Adjustments**

5 Section 9-03.8(7) Item 1 is deleted and replaced with:

6  
7 (\*\*\*\*\*)

8 1. **Job Mix Formula Tolerances.** After the JMF is determined as required in 5-  
9 04.3(7)A, the constituents of the mixture at the time of acceptance shall conform to  
10 the following tolerances:

	<b>Nonstatistical Evaluation</b>	<b>Commercial Evaluation</b>
14 Aggregate, percent passing		
15 1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
16 U.S. No. 4 sieve	+/- 6%	+/- 8%
17 U.S. No. 8 sieve	+/- 6%	+/- 8%
18 U.S. No. 200 sieve	+/- 2.0%	+/- 3.0%
19 Asphalt Binder	+/- 0.5%	+/- 0.7%

20  
21 These tolerance limits constitute the allowable limits as described in Section 1-06.2.  
22 The tolerance limit for aggregate shall not exceed the limits of the control points  
23 section, except the tolerance limits for sieves designated as 100% passing will be  
24 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

25  
26  
27 **STANDARD PLANS**

28 *January 3, 2011*

29  
30 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01  
31 transmitted under Publications Transmittal No. PT 08-001, effective August 2, 2010 is made a  
32 part of this contract.  
33  
34  
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Informational Only - NOT FOR BIDDING

**PROPOSAL**

To: Board of County Commissioners  
Grant County, Washington

Date: \_\_\_\_\_, 2011

This certifies that the undersigned has examined the location of **Dodson Road Overlay, CRP 11-01, in Grant County, Washington**, and that the plans, specifications and contract governing the work embraced in the improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

**Dodson Road Overlay**

Note: Unit prices for all items, all extensions, and total amount must be shown. Please type or use ink. Please initial all changes.

<b>Item No.</b>	<b>Plan Quantity</b>	<b>Item Description</b>	<b>Price per Unit* Dollars . Cents</b>	<b>Total Amount Dollars . Cents</b>
<b>PREPARATION</b>				
1	100% Lump Sum	Mobilization	At //////////.//// Per Lump Sum	.
2	100% Lump Sum	Notification	At //////////.//// Per Lump Sum	.
<b>GRADING</b>				
3	279 S.Y.	Pavement Repair Excavation Incl. Haul	At . . Per Square Yard	.
4	9.75 Mile	Shoulder Finishing	At . . Per Mile	.
<b>HOT MIX ASPHALT</b>				
5	670 S.Y.	Planing Bituminous Pavement	At . . Per Square Yard	.
6	33 Ton	HMA For Pavement Repair Class ½" Incl. PG64-28 Paving Asphalt	At . . Per Ton	.
7	11,800 Ton	HMA Class ½" Incl. PG64-28 Paving Asphalt	At . . Per Ton	.

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
8	Calculated	Job Mix Compliance Price Adjustment	At //////////.///// Calculated	-\$1.00
9	Calculated	Compaction Price Adjustment	At //////////.///// Calculated	-\$1.00
<b>TRAFFIC</b>				
10	406 Lin. Ft.	Raising Existing Beam Guardrail	At . Per Linear Foot	.
11	25,855 Lin. Ft.	Temporary Pavement Markings	At . Per Linear Foot	.
12	20,101 Lin. Ft.	Painted Skip Centerline	At . Per Linear Foot	.
13	4,150 Lin. Ft.	Painted Skip Centerline with No Pass	At . Per Linear Foot	.
14	51,151 Lin. Ft.	Painted Edge Line – 12' Lane	At . Per Linear Foot	.
15	100% Lump Sum	Project Temporary Traffic Control	At //////////.///// Per Lump Sum	.
<b>OTHER ITEMS</b>				
16	1 Each	Monument Case and Cover	At . Per Each	.
17	9 Each	Adjust Monument Case and Cover	At . Per Each	.
18	100% Lump Sum	Spill Prevention, Control, and Countermeasure (SPCC) Plan	At //////////.///// Per Lump Sum	.
19	100% Lump Sum	Trimming and Cleanup	At //////////.///// Per Lump Sum	.

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
20	Calculated	Minor Changes	At ////////.//// Calculated	-\$1.00

<b>Contract Total</b>	
-----------------------	--

Informational Only - NOT FOR BIDDING

## Non-Collusion Declaration

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

### Notice to All Bidders

To report bid rigging activities call:

**1-800-424-9071**

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

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Revised 8/95

## 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 Grant County Treasurer
- 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**



\_\_\_\_\_

Please Print Name of Authorized Official

Firm Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Note:

- (1) This proposal form is not transferable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal" or "Article 4" of the instructions to bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: \_\_\_\_\_

Revised 8/95

## Statement of Contractor Qualifications

To: Board of County Commissioners  
Grant County, Washington

Date: \_\_\_\_\_, 2011

RE: **Dodson Road Overlay, CRP 11-01**

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington and Chapter 36.77 of the Revised Code of Washington.

1. My permanent business name and address is \_\_\_\_\_  
which I have maintained for \_\_\_\_ years. My phone is (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_
2. I have adequate plant equipment to expeditiously and properly perform the work contemplated for Grant County, Washington. **Description of work:** This contract provides for the construction of 4.82 miles of HMA overlay on a two lane county road in Grant County, WA, and includes planing bituminous pavement, shoulder finishing, hot mix asphalt, project temporary traffic control, raising existing beam guardrail, painted centerline and edge line and other work all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications. (Please list equipment to be used on this project. Attach list if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_
3. I have adequate funds to promptly meet obligations incident to this work. (Provide bank, contact & phone.)  
a) \_\_\_\_\_  
b) \_\_\_\_\_
4. I have adequate experience in this class of work and I am thoroughly familiar with the specifications used in this project. I have constructed the following similar improvements: (Provide project name, contact & phone.)  
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_
5. I have submitted and maintain annually a "Standard Questionnaire and Financial Statement" to the Washington State Department of Transportation (WSDOT): Yes  No  Region: \_\_\_\_\_  
WSDOT has determined: a) I am prequalified to \_\_\_\_\_  
\_\_\_\_\_ in the amount of \_\_\_\_\_.  
b) I have failed to be prequalified for the following reasons: \_\_\_\_\_  
\_\_\_\_\_.

The Contracting Agency may determine a prospective Bidder who is not prequalified to perform certain types of work within the financial and experience constraints determined by WSDOT to be not responsible and refuse to award a contract.

The Board of County Commissioners shall proceed to award the contract to the lowest and best bidder but may reject any or all bids if in its opinion good cause exists therefor. (RCW 36.77.040)

I hereby certify that the above statements are true and accurate.

Very truly yours,

By: \_\_\_\_\_

(Print Name) \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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

Revised 4/02

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_, as  
Principal, and \_\_\_\_\_, as  
Surety, are held and firmly bound unto Grant County, Washington, as Obligee, in the penal sum  
of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) for the payment of which the Principal and Surety bind themselves,  
their heirs, executors, administrators, successors and assigns, jointly and severally, by these  
presents.

The condition of the obligation is such that if the Obligee shall make any award to the  
Principal for **Dodson Road Overlay, CRP 11-01**, located in Grant County, Washington, according  
to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly  
make and enter into a contract with the Obligee in accordance with the terms of said proposal  
or bid and award and shall give bond for the faithful performance thereof, with the Surety or  
Sureties approved by the Obligee; or if the principal shall, in case of failure so to do, pay and  
forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this  
obligation shall be null and void; otherwise it shall be and remain in full force and effect and  
the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the  
amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2011

Principal \_\_\_\_\_

Surety \_\_\_\_\_

Attorney-in-Fact \_\_\_\_\_

*Informational Only - NOT FOR BIDDING*

## CONTRACT

THIS AGREEMENT, between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and \_\_\_\_\_, for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

### WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, and attached and made a part of this agreement, to be made and performed by the parties hereto, and the parties hereto covenant and agree as follows:

### DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to improve and complete **Dodson Road Overlay, CRP 11-01**, located in Grant County, Washington, as proposed in a bid opened **1:30 P.M., Tuesday, September 27, 2011** in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of Grant County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, the day and year below written, and the seal of said Board to be hereunto affixed on said date.

\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

( ) \_\_\_\_\_  
Phone

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Deputy Prosecuting Attorney

Informational Only - NOT FOR BIDDING

BOARD OF COUNTY COMMISSIONERS  
OF GRANT COUNTY, WASHINGTON

Done this \_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, \_\_\_\_\_, as principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, as surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to Grant County, Washington, in the penal sum of \_\_\_\_\_

(\$ \_\_\_\_\_) for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of Grant County, Washington.

Dated at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2011.

The conditions of the above obligation are such that:

WHEREAS, on **September 27, 2011**, the Board of County Commissioners of said Grant County has let or is about to let to the Principal, a certain contract, the said contract providing for the improvement of **Dodson Road Overlay, CRP 11-01**, located in Grant County, Washington, (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said Grant County harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said Principal, or any subcontractor in the performance of said work and shall indemnify and hold Grant County harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, and until the same is accepted, then and in that event this obligation shall be void but otherwise it shall be and remain in full force and effect.

Counter signed: \_\_\_\_\_

\_\_\_\_\_  
Licensed Agent/Surety Co.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Attorney-in-Fact, Surety

Approved as to form:

(\_\_\_\_\_) \_\_\_\_\_  
Firm, Street Address (No P.O. Box), Phone of Local Office of Agent

\_\_\_\_\_, 2011  
Deputy Prosecuting Attorney

\_\_\_\_\_  
Deputy Prosecuting Attorney

*Informational Only - NOT FOR BIDDING*

## TITLE VI – Contractor Requirements

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

### 1. Compliance with Regulations

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Sub-contracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

### 4. Information and Reports

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Non-compliance

In the event of the contractor’s non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

### 6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

*Informational Only - NOT FOR BIDDING*

# Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 Electronic Version – March 10, 1994

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## Attachments

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### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. **NONDISCRIMINATION**

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:

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

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
  
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
  
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have

the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

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

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful

minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
    1. The number of minority and non-minority group members and women employed in each work classification on the project;
    2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

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

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color,

religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

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

#### IV. **PAYMENT OF PREDETERMINED MINIMUM WAGE**

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

##### 1. **General:**

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records

accurately set forth the time spent in each classification in which work is performed.

- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - 2. the additional classification is utilized in the area by the construction industry;
  - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period

that additional time is necessary.

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

**3. Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

- a. Apprentices:
  - 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  - 2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate)

specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. **Helpers:**

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

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

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

6. **Withholding:**

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

7. **Overtime Requirements:**

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

8. **Violation:**

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

9. **Withholding for Unpaid Wages and Liquidated Damages:**

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

V. **STATEMENTS AND PAYROLLS**

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

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

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

2. **Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the

labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

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

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. **SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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

**IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY  
PROJECTS**

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

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

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

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

*Shall be fined not more that \$10,000 or imprisoned not more than 5 years or both."*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

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

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.
5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**AMENDMENT  
REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**  
(Exclusive of Appalachian Contracts)

Section I, **General**, is supplemented with the following:

7. Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

“(1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.”

The Contractor shall include the following provision in all contracts, subcontracts, and other contracts for services for an ARRA funded project:

“Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.”

“Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.”

Under Section II, Paragraph 8b is revised as follows:

The reference to 49 CFR 23 is revised to read 49 CFR 26.

Under Section II, Paragraph 8b is supplemented with the following:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Under Section II, in accordance with standard specification 1-08.1(1) and applicable RCWs a new paragraph 8d is added as follows:

The contractor or subcontractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract and/or agreement no later than ten (10) days from the receipt of each payment the prime contractor receives from WSDOT or its sub-recipients. The prime contractor agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the WSDOT. This clause covers both DBE and non-DBE contractors.

Under Section IV, the applicability statement is supplemented with the following:

(Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

Under Section IV, Paragraph 2b(4) is deleted.

Under Section IV, Paragraph 4, "and helpers" is deleted from the title.

Under Section IV, Paragraph 4a(1), add:

The provisions in this section allowing apprentices to work at less than the predetermined rate when they are registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, or with the Bureau of Apprenticeship and Training, does not preclude a requirement for the Contractor to pay apprentices the full applicable predetermined rate in the event a State Apprenticeship Agency, recognized by the Bureau, has not approved, or withdraws approval, of an apprenticeship program.

Under Section IV, Paragraph 4c is deleted.

Under Section IV, Paragraph 6 is revised by deleting "helpers" and "helper".

Under Section IV, Paragraph 7 is revised by deleting "helpers".

Under Section V, the applicability statement is supplemented with the following:

(Applicable to all ARRA funded construction contracts and related subcontracts regardless of location, including projects on local roads or rural minor collectors, and Transportation Enhancement projects outside the highway right-of-way.)

Under Section V, Paragraph 2a is revised by deleting "helpers".

Under Section V, Paragraph 2b, the first sentence is revised to read:

“The payroll records shall contain the name and an individually identifying number (e.g., the last four digits of the employees social security number) for each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Payrolls shall not include the full social security number and home address of covered workers. Contractors and subcontractors shall maintain the full social security number and home address of each covered worker and shall provide them to the SHA upon request.”

Under Section V, Paragraph 2d(2) is revised by deleting "helper".

Section VI, Records Of Material, Supplies, And Labor, is deleted

General Decision Number: WA100001 08/12/2011 WA1

Superseded General Decision Number: WA20080001

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	03/12/2010	20	05/13/2011
1	03/19/2010	21	06/10/2011
2	04/16/2010	22	06/17/2011
3	07/02/2010	23	06/24/2011
4	07/30/2010	24	07/01/2011
5	08/06/2010	25	08/05/2011
6	08/20/2010	26	08/12/2011
7	09/10/2010		
8	09/24/2010		
9	10/01/2010		
10	10/08/2010		
11	10/15/2010		
12	11/05/2010		
13	11/12/2010		
14	11/26/2010		
15	12/03/2010		
16	01/07/2011		
17	01/21/2011		
18	03/11/2011		
19	04/15/2011		

CARP0001-008 09/01/2009

Rates

Fringes

Carpenters:

COLUMBIA RIVER AREA -

ADAMS, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120<sup>TH</sup> MERIDIAN), FERRY, FRANKLIN, GRANT, OKANOGAN (EAST OF THE 120<sup>TH</sup> 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

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).

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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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 WAHAKIYAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS

ZONE 1:

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 27.56	13.30
DIVERS TENDERS.....	\$ 30.28	13.30
DIVERS.....	\$ 68.84	13.30
DRYWALL.....	\$ 27.56	13.30
MILLWRIGHTS.....	\$ 28.04	13.30
PILEDRIVERS.....	\$ 28.04	13.30

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 06/01/2009

	Rates	Fringes
Carpenters:		
CENTRAL WASHINGTON:		
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN),		
KITTTITAS, OKANOGAN (WEST OF THE 120TH MERIDIAN) AND		
YAKIMA COUNTIES		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 25.25	11.97
CARPENTERS.....	\$ 35.39	11.97
DIVERS TENDER.....	\$ 39.15	13.08
DIVERS.....	\$ 87.20	13.08
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 36.39	11.97
PILED RIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CREOSOTE TREATED		
MATERIAL, ALL PILING.....	\$ 35.59	11.97

(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

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	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	13.08
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 35.49	13.08
CARPENTERS.....	\$ 35.39	13.08
DIVERS TENDER.....	\$ 39.15	13.08
DIVERS.....	\$ 87.20	13.08
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 36.39	13.08
PILEDRIVER, DRIVING,		
PULLING, CUTTING, PLACING		
COLLARS, SETTING, WELDING		
OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 35.59	13.08

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

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

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ELEC0046-001 06/01/2009

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.89	3%+15.71
ELECTRICIAN.....	\$ 40.81	3%+15.71

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\* ELEC0048-003 07/01/2011

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 39.66	17.49
ELECTRICIAN.....	\$ 36.05	17.38

HOURLY ZONE PAY:

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

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

Zone Pay:

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

\*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

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ELEC0073-001 01/01/2010

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

	Rates	Fringes
CABLE SPLICER.....	\$ 28.62	3%+12.98
ELECTRICIAN.....	\$ 28.52	14.44

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ELEC0076-002 09/01/2009

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

	Rates	Fringes
CABLE SPLICER.....	\$ 38.32	3%+16.45
ELECTRICIAN.....	\$ 34.84	3%+16.40

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**\* ELEC0112-005 06/01/2011**

**ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA  
WALLA, YAKIMA COUNTIES**

	Rates	Fringes
<b>CABLE SPLICER.....</b>	<b>\$ 37.70</b>	<b>35+14.63</b>
<b>ELECTRICIAN.....</b>	<b>\$ 35.90</b>	<b>3%+14.63</b>

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ELEC0191-003 02/01/2010

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 42.09	13.75
ELECTRICIAN.....	\$ 38.26	13.64

ELEC0191-004 02/01/2010

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 38.24	13.59
ELECTRICIAN.....	\$ 34.76	13.48

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ELEC0970-001 01/01/2009

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 34.68	3%+9.59
ELECTRICIAN.....	\$ 31.53	3%+9.59

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ENGI0302-003 06/01/2009

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.....	\$ 35.79	15.15
Group 1AA.....	\$ 36.36	15.15
Group 1AAA.....	\$ 36.92	15.15
Group 1.....	\$ 35.24	15.15
Group 2.....	\$ 34.75	15.15
Group 3.....	\$ 34.33	15.15
Group 4.....	\$ 31.97	15.15

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 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-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 machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

Category B Projects: 95% of the basic hourly 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

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.....	\$ 24.41	12.05
GROUP 1.....	\$ 24.76	12.05
GROUP 2.....	\$ 25.08	12.05
GROUP 3.....	\$ 25.69	12.05
GROUP 4.....	\$ 25.85	12.05
GROUP 5.....	\$ 26.01	12.05
GROUP 6.....	\$ 26.29	12.05
GROUP 7.....	\$ 26.56	12.05
GROUP 8.....	\$ 27.66	12.05

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors  
(under 2000 CFM, gas, diesel, or electric power); Deck  
Hand; Drillers Helper (Assist driller in making drill rod  
connections, service drill engine and air compressor,  
repair drill rig and drill tools, drive drill support truck  
to and on the job site, remove drill cuttings from around  
bore hole and inspect drill rig while in operation);  
Fireman & Heater Tender; Hydro-seeder, Mulcher, 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 Operaootr (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 Vector 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, Shaurerly 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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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.....	\$ 35.79	15.15
GROUP 1AA.....	\$ 36.36	15.15
GROUP 1AAA.....	\$ 36.92	15.15
GROUP 1.....	\$ 35.24	15.15
GROUP 2.....	\$ 34.75	15.15
GROUP 3.....	\$ 34.33	15.15
GROUP 4.....	\$ 31.97	15.15

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, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

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

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

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

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

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

H-4 Class "A" Suit - Base wage rate plus \$ .75 per hour.

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 ENGI0701-002 01/01/2011

CLARK, COWLITZ, KLUCKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHAKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
Power equipment operators:		
(See Footnote A)		
GROUP 1.....	\$ 37.27	12.35
GROUP 1A.....	\$ 39.13	12.35
GROUP 1B.....	\$ 41.00	12.35
GROUP 2.....	\$ 35.64	12.35
GROUP 3.....	\$ 34.64	12.35
GROUP 4.....	\$ 33.71	12.35
GROUP 5.....	\$ 32.60	12.35
GROUP 6.....	\$ 29.61	12.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

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

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

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

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

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

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

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

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: CONCRETE: Batch Plant and/or Wet Mix Operator, three units or more; CRANE: Helicopter Operator, when used in erecting work; Whirley Operator, 90 ton and over; LATTICE BOOM CRANE: Operator 200 tons through 299 tons, and/or over 200 feet boom; HYDRAULIC CRANE: Hydraulic Crane Operator 90 tons through 199 tons with luffing or tower attachments; FLOATING EQUIPMENT: Floating Crane, 150 ton but less than 250 ton

GROUP 1A: HYDRAULIC CRANE: Hydraulic Operator, 200 tons and over (with luffing or tower attachment); LATTICE BOOM CRANE: Operator, 200 tons through 299 tons, with over 200 feet boom; FLOATING EQUIPMENT: Floating Crane 250 ton and over

GROUP 1B: LATTICE BOOM CRANE: Operator, 300 tons through 399 tons with over 200 feet boom; Operator 400 tons and over; FLOATING EQUIPMENT: Floating Crane 350 ton and over

GROUP 2: ASPHALT: Asphalt Plant Operator (any type); Roto Mill, pavement profiler, operator, 6 foot lateral cut and over; BLADE: Auto Grader or "Trimmer" (Grade Checker required); Blade Operator, Robotic; BULLDOZERS: Bulldozer operator over 120,000 lbs and above; Bulldozer operator, twin engine; Bulldozer Operator, tandem, quadnine, D10, D11, and similar type; Bulldozere Robotic Equipment (any type; CONCRETE: Batch Plant and/or Wet Mix Operator, one and two drum; Automatic Concrete Slip Form Paver Operator; Concrete Canal Line Operator; Concrete Profiler, Diamond Head; CRANE: Cableway Operator, 25 tons and over; HYDRAULIC CRANE: Hydraulic crane operator 90 tons through 199 tons (without luffing or tower attachment); TOWER/WHIRLEY OPERATOR: Tower Crane Operator; Whirley Operator, under 90 tons; LATTICE BOOM CRANE: 90 through 199 tons and/or 150 to 200 feet boom; CRUSHER: Crusher Plant Operator; FLOATING EQUIPMENT: Floating Clamshell, etc.operator, 3 cu. yds. and over; Floating Crane (derrick barge) Operator, 30 tons but less than 150 tons; LOADERS: Loader operator, 120,000 lbs. and above; REMOTE CONTROL: Remote controlled earth-moving equipment; RUBBER-TIRED SCRAPERS: Rubber-tired scraper operator, with tandem scrapers, multi-engine; SHOVEL, DRAGLINE, 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 Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compressor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumpcrete Operator (any type); Pavement Grinder and/or Grooving Machine Operator (riding type); Cement Pump Operator, Fuller-Kenyon and similar; Concrete Pump Operator; Grouting Machine Operator; Concrete mixer operator, single drum, under (5) bag capacity; Cast in place pipe laying machine; maginnis Internal Full slab vibrator operator; Concrete finishing machine operator, Clary, Johnson, Bidwell, Burgess Bridge deck or similar type; Curb Machine Operator, mechanical Berm, Curb and/or Curb and Gutter; Concrete Joint Machine Operator; Concrete Planer Operator; Tower Mobile Operator; Power Jumbo Operator setting slip forms in tunnels; Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Concrete Paving Machine Operator; Concrete Finishing Machine Operator; Concrete Spreader Operator; CRANE: Helicopter Hoist Operator; Hoist Operator, single drum; Elevator Operator; A-frame Truck Operator, Double drum; Boom Truck Operator; HYDRAULIC CRANE OPERATOR: Hydraulic Boom Truck, Pittman; DRILLING: Churn Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type);

Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber-tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or 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 Feederman; CRUSHER: Crusher oiler; Crusher feederman; 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 operartor, mechanical, self-propelled; Hydrographic

Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade  
 Oiler; TUNNEL: Conveyor operator; Air filtration equipment  
 operator

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 IRON0014-005 07/01/2010

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

	Rates	Fringes
IRONWORKER.....	\$ 31.09	19.60

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 IRON0029-002 07/01/2010

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

	Rates	Fringes
IRONWORKER.....	\$ 33.62	19.60

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 IRON0086-002 07/01/2010

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.09	19.60

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 IRON0086-004 07/01/2010

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

	Rates	Fringes
IRONWORKER.....	\$ 37.67	19.60

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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 WAHAKIACUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES		
GROUP 1.....	\$ 21.77	9.07
GROUP 2.....	\$ 24.86	9.07
GROUP 3.....	\$ 30.96	9.07
GROUP 4.....	\$ 31.70	9.07
GROUP 5.....	\$ 32.21	9.07
CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITTITAS AND YAKIMA COUNTIES		
GROUP 1.....	\$ 17.95	9.07
GROUP 2.....	\$ 20.58	9.07
GROUP 3.....	\$ 22.54	9.07
GROUP 4.....	\$ 23.09	9.07
GROUP 5.....	\$ 23.48	9.07

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).

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LABO0238-004 06/01/2011

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.....	\$ 21.31	10.00
GROUP 2.....	\$ 23.41	10.00
GROUP 3.....	\$ 23.68	10.00
GROUP 4.....	\$ 23.95	10.00
GROUP 5.....	\$ 24.23	10.00
LABORER (SPOKANE)		
GROUP 1.....	\$ 21.01	10.00
GROUP 2.....	\$ 23.11	10.00
GROUP 3.....	\$ 23.38	10.00
GROUP 4.....	\$ 23.65	10.00
GROUP 5.....	\$ 23.93	10.00

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

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, 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); Guniting (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewriter; 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

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LABO0238-006 06/01/2011

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.....	\$ 23.95	9.95

LABO0335-001 06/01/2010

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
Laborers:		
ZONE 1:		
GROUP 1.....	\$ 27.51	10.15
GROUP 2.....	\$ 28.11	10.15
GROUP 3.....	\$ 28.55	10.15
GROUP 4.....	\$ 28.93	10.15
GROUP 5.....	\$ 25.01	10.15
GROUP 6.....	\$ 22.59	10.15
GROUP 7.....	\$ 19.39	10.15

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; Gunitite Nozzleman Tender; Gunitite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunitite Nozzleman; High Scalars, 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; Powdermen; 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 06/01/2008

	Rates	Fringes
Hod Carrier.....	\$ 29.58	8.40

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 PAIN0005-002 07/01/2010

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

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 27.74	11.66

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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

\* PAIN0005-006 07/01/2010

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

	Rates	Fringes
<b>Painters:</b>		
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting.....	\$ 21.50	7.98
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray....	\$ 19.93	7.98
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 07/01/2011**

**CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM  
COUNTIES**

	Rates	Fringes
<b>Painters:</b>		
Brush & Roller.....	\$ 19.85	7.99
High work - All work 60 ft. or higher.....	\$ 22.90	7.99
Spray and Sandblasting.....	\$ 22.90	7.99

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**\* PAIN0055-007 07/01/2011**

**CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHIAKUM COUNTIES**

	Rates	Fringes
<b>Painters:</b>		
HIGHWAY & PARKING LOT STRIPER.....	\$ 33.19	9.05

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PLAS0072-004 06/01/2010

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.....	\$ 24.53	11.32

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 06/01/2011

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.....	\$ 35.40	13.75
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 35.90	13.75
TROWLING MACHINE OPERATOR ON COMPOSITION.....	\$ 36.90	13.75

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PLAS0555-002 06/01/2009

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
Cement Masons:		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD..	\$ 29.94	15.59
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD.....	\$ 29.41	15.59
CEMENT MASONS.....	\$ 28.87	15.59
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS...	\$ 29.41	15.59

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 06/01/2009

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 WAHAKIYAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 26.90	12.75
GROUP 2.....	\$ 27.02	12.75
GROUP 3.....	\$ 27.15	12.75
GROUP 4.....	\$ 27.41	12.75
GROUP 5.....	\$ 27.63	12.75
GROUP 6.....	\$ 27.79	12.75
GROUP 7.....	\$ 27.99	12.75

Zone Differential (Add to Zone 1 Rates):

- Zone 2 - \$0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

- ZONE 1: Projects within 30 miles of the respective city hall.
- ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
- ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
- ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
- ZONE 5: More than 80 miles from the respective city hall.

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: 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 06/01/2009

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

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:.....	\$ 31.87	14.60
GROUP 2:.....	\$ 31.03	14.60
GROUP 3:.....	\$ 28.22	14.60
GROUP 4:.....	\$ 23.25	14.60
GROUP 5:.....	\$ 31.42	14.60

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

ZONE C (over 45 miles from 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.

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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.....	\$ 20.02	10.86
GROUP 2.....	\$ 22.29	10.86
GROUP 3.....	\$ 22.79	10.86
GROUP 4.....	\$ 23.12	10.86
GROUP 5.....	\$ 23.23	10.86
GROUP 6.....	\$ 23.40	10.86
GROUP 7.....	\$ 23.93	10.86
GROUP 8.....	\$ 24.26	10.86

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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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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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 overtime calculation requirements are provided on the Benefit Code Key.

#### Journey Level Prevailing Wage Rates for the Effective Date: 9/1/2011

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Grant	<a href="#">Flaggers</a>	Journey Level	\$31.31	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Air And Hydraulic Track Drill	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Asphalt Raker	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Asphalt Roller, Walking	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Brick Pavers	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Brush Hog Feeder	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Brush Machine	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Caisson Worker, Free Air	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Carpenter Tender	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Cement Finisher Tender	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Cement Handler	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Chain Saw Operator & Faller	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Clean-up Laborer	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Compaction Equipment	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Concrete Crewman	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Concrete Saw, Walking	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Concrete Signalman	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Concrete Stack	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Confined Space Attendant	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Crusher Feeder	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Demolition	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Demolition Torch	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Dope Pot Fireman, Non-mechanical	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Driller Helper (when Required To Move & Position Machine)	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Drills With Dual Masts	\$34.23	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Dry Stack Walls	\$33.41	<u>7B</u>	<u>1M</u>	

Grant	<a href="#">Laborers</a>	Dumpman	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Erosion Control Laborer	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Final Detail Cleanup (i.e., Dusting, Vacuuming, Window Cleaning; Not Construction Debris Cleanup)	\$31.31	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Firewatch	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Form Cleaning Machine Feeder, Stacker	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Form Setter, Paving	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	General Laborer	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Grade Checker	\$35.94	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Grout Machine Header Tender	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Guard Rail	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Gunite	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Hazardous Waste Worker (level A)	\$34.23	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Hazardous Waste Worker (level B)	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Hazardous Waste Worker (level C)	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Hazardous Waste Worker (level D)	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Hdpe Or Similar Liner Installer	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	High Scaler	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Jackhammer Operator Miner, Class "b"	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Laser Beam Operator	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Miner, Class "a"	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Miner, Class "c"	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Miner, Class "d"	\$34.23	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Monitor Operator, Air Track Or Similar Mounting	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Mortar Mixer	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Nipper	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Nozzleman	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Pavement Breaker, 90 Lbs. & Over	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Pavement Breaker, Under 90 Lbs.	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Pipelayer	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Pipewrapper	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Plasterer Tenders	\$33.95	<u>7B</u>	<u>1M</u>	

Grant	<a href="#">Laborers</a>	Pot Tender	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Powderman	\$35.60	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Powderman Helper	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Power Buggy Operator	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Power Tool Operator, Gas, Electric, Pneumatic	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Railroad Equipment, Power Driven, Except Dual Mobile	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Railroad Power Spiker Or Puller, Dual Mobile	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Remote Equipment Operator	\$34.23	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Remote Equipment Operator (i.e. Compaction And Demolition)	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Rigger/signal Person	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Riprap Person	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Rodder & Spreader	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Sandblast Tailhoseman	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Scaffold Erector, Wood Or Steel	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Stake Jumper	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Structural Mover	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Tailhoseman (water Nozzle)	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Timber Bucker & Faller (by Hand)	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Track Laborer (rr)	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Trencher, Shawnee	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Trenchless Technology Technician	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Truck Loader	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Tugger Operator	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Vibrators, All	\$33.95	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Wagon Drills	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Water Pipe Liner	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$34.23	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Well-point Person	\$33.41	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Laborers</a>	Wheelbarrow, Power Driven	\$33.68	<u>7B</u>	<u>1M</u>	
Grant	<a href="#">Power Equipment Operators</a>	A-frame Truck (2 Or More Drums)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	A-frame Truck (single Drum)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Asphalt Plant Operator	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Assistant Refrigeration Plant & Chiller Operator (over 1000	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Ton)				
Grant	<a href="#">Power Equipment Operators</a>	Assistant Refrigeration Plant (under 1000 Ton)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Automatic Subgrader (ditches & Trimmers)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Backfillers (cleveland & Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Backhoe & Hoe Ram (under 3/4 Yd.)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Backhoe (45,000 Gw & Under)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Backhoe (45,000 Gw To 110,000 Gw)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Backhoe (over 110,000 Gw)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Backhoes & Hoe Ram (3 Yds & Over)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Bagley Or Stationary Scraper	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Batch Plant (over 4 Units)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Belt Finishing Machine	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Belt Loader (kocal Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Belt-crete Conveyors With Power Pack Or Similar	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Bending Machine	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Bit Grinders	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Blade Operator (motor Patrol & Attachments)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Blower Operator (cement)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Boat Operator	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Bob Cat (skid Steer)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Bolt Threading Machine	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Boom Cats (side)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Boring Machine (earth)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Boring Machine (rock Under 8" Bit) (quarry Master, Joy Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Bump Cutter (wayne, Saginaw Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Cableway Controller	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>

		(dispatcher)				
Grant	<a href="#">Power Equipment Operators</a>	Cableway Operators	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Canal Lining Machine (concrete)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Carrydeck & Boom Truck (under 25 Tons)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Cement Hog	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Clamshell, Dragline	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Compactor (self-propelled With Blade)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Concrete Cleaning / Decontamination Machine Operator	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Concrete Pump Boon Truck	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Concrete Saw (multiple Cut)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Concrete Slip Form Paver	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Conveyor Aggregate Delivery Systems (c.a.d.)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Crusher Feeder	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Crusher, Grizzle & Screening Plant Operator	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Curb Extruder (asphalt Or Concrete)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<a href="#">Power Equipment Operators</a>	Deck Engineer	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Deck Hand	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Derricks & Stifflegs (65 Tons & Over)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Derricks & Stifflegs (under 65 Tons)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Distributor Leverman	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Ditch Witch Or Similar	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Dope Pots (power Agitated	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Dozer / Tractors (d-6 & Equivalent & Over)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Dozer, 834 R/t & Similar	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Drill Doctor	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Driller Licensed	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Drillers Helper	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Drilling Equipment (8" Bit & Over) (robbins, Reverse Circulation & Similar)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Drills (churn, Core, Calyx Or Diamond)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Elevating Belt (holland Type)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Elevator Hoisting Materials	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Equipment Serviceman, Greaser & Oiler	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Fireman & Heater Tender	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Generator Plant Engineers (diesel Or Electric)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Gin Trucks (pipeline)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Grade Checker	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Gunite Combination Mixer & Compressor	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	H.d. Mechanic	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	H.d. Welder	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Helicopter Pilot	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Helper, Mechanic Or Welder, H.D	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Hoe Ram	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Hoist (2 Or More Drums Or Tower Hoist)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<a href="#">Power Equipment Operators</a>	Hoist, Single Drum	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Hydro-seeder, Mulcher, Nozzleman	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Lime Batch Tank Operator (recycle Train)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Lime Brain Operator (recycle Train)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Loaders (bucket Elevators And Conveyors)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Loaders (overhead And Front-end, 10 Yds. & Over)	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Locomotive Engineer	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Longitudinal Float	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Master Environmental Maintenance Technician	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Mixer (portable - Concrete)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Mixermobile	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Mobile Crusher Operator (recycle Train)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Mucking Machine	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Multiple Dozer Units With Single Blade	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Pavement Breaker, Hydra-hammer & Similar	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Paving (dual Drum)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Paving Machine (asphalt And Concrete)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Piledriving Engineers	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Plant Oiler	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Posthole Auger Or Punch	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Power Broom	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Pump (grout Or Jet)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Pumpman	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Quad-track Or Similar Equipment	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Railroad Ballast Regulation Operator (self-propelled)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<a href="#">Power Equipment Operators</a>	Railroad Power Tamper Operator (self-propelled)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Railroad Tamper Jack Operator (self-propelled)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Railroad Track Liner Operator (self-propelled)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Refrigeration Plant Engineer (1000 Tons & Over)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Refrigeration Plant Engineer (under 1000 Ton)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Rollerman (finishing Asphalt Pavement)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Roto Mill (pavement Grinder)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Rotomill Groundsman	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Rubber-tired Skidders (r/t With Or Without Attachments)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Scrapers, All, Rubber-tired	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Screed Operator	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Shovels (3 Yds. & Over)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Shovels (under 3 Yds.)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$38.06	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Soil Stabilizer (p & H Or Similar)	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Spray Curing Machine (concrete)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Spreader Box (self-propelled)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Spreader Machine	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Steam Cleaner	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Straddle Buggy (ross & Similar On Construction Job Only)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Surface Heater & Planer Machine	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Traverse Finish Machine	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Trenching Machines (7 Ft. Depth & Over)	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Trenching Machines (under 7 Ft. Depth Capacity)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<a href="#">Power Equipment Operators</a>	Tug Boat Operator	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Tugger Operator	\$37.13	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Turnhead (with Re-screening)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Turnhead Operator	\$37.74	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Vactor Guzzler, Super Sucker	\$38.34	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Vacuum Blasting Machine Operator	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$37.90	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Welding Machine	\$36.81	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Power Equipment Operators</a>	Whirleys & Hammerheads, All	\$38.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<a href="#">Traffic Control Stripers</a>	Journey Level	\$39.90	<u>7A</u>	<u>1K</u>	
Grant	<a href="#">Truck Drivers</a>	Dump Truck	\$26.09		<u>1</u>	
Grant	<a href="#">Truck Drivers</a>	Dump Truck And Trailer	\$26.09		<u>1</u>	
Grant	<a href="#">Truck Drivers</a>	Other Trucks	\$27.84		<u>1</u>	
Grant	<a href="#">Truck Drivers</a>	Transit Mixer	\$10.00		<u>1</u>	

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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.**

- I. 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 ONE AND DOUBLE THE HOURLY RATE OF WAGE.
  
- J. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST TEN (10) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED OVER TEN (10) HOURS MONDAY THROUGH SATURDAY, SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  
- K. ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  
- L. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  
- M. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF WORK IS LOST DUE TO INCLEMENT WEATHER CONDITIONS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  
- N. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.

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- O. THE FIRST TEN (10) HOURS WORKED ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS, HOLIDAYS AND AFTER TWELVE (12) HOURS, MONDAY THROUGH FRIDAY, AND AFTER TEN (10) HOURS ON SATURDAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- P. ALL HOURS WORKED ON SATURDAYS (EXCEPT MAKEUP DAYS IF CIRCUMSTANCES WARRANT) AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- 1. Q. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND UP TO TEN (10) HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED IN EXCESS OF TEN (10) HOURS PER DAY MONDAY THROUGH SATURDAY AND ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT CHRISTMAS DAY) SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON CHRISTMAS DAY SHALL BE PAID AT TWO AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- R. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE.
- S. THE FIRST TWO (2) HOURS AFTER EIGHT (8) REGULAR HOURS MONDAY THROUGH FRIDAY AND THE FIRST EIGHT (8) HOURS ON SATURDAY SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL 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.
- T. WORK PERFORMED IN EXCESS OF EIGHT (8) HOURS OF STRAIGHT TIME PER DAY, OR TEN (10) HOURS OF STRAIGHT TIME PER DAY WHEN FOUR TEN (10) HOUR SHIFTS ARE ESTABLISHED, OR FORTY (40) HOURS OF STRAIGHT TIME PER WEEK, MONDAY THROUGH FRIDAY, OR OUTSIDE THE NORMAL SHIFT, AND ALL WORK ON SATURDAYS SHALL BE PAID AT TIME AND ONE-HALF THE STRAIGHT TIME RATE. HOURS WORKED OVER TWELVE 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. THE EMPLOYER SHALL HAVE THE SOLE DISCRETION TO ASSIGN OVERTIME WORK TO EMPLOYEES. PRIMARY CONSIDERATION FOR OVERTIME WORK SHALL BE GIVEN TO EMPLOYEES REGULARLY ASSIGNED TO THE WORK TO BE PERFORMED ON OVERTIME SITUATIONS. AFTER AN EMPLOYEE HAS WORKED EIGHT (8) HOURS AT AN APPLICABLE OVERTIME RATE, ALL ADDITIONAL HOURS SHALL BE AT THE APPLICABLE OVERTIME RATE UNTIL SUCH TIME AS THE EMPLOYEE HAS HAD A BREAK OF EIGHT (8) HOURS OR MORE.
- U. ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT LABOR DAY) SHALL BE PAID AT TWO TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON LABOR DAY SHALL BE PAID AT THREE TIMES THE HOURLY RATE OF WAGE.
- V. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS (EXCEPT THANKSGIVING DAY AND CHRISTMAS DAY) SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON THANKSGIVING DAY AND CHRISTMAS DAY SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
- 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.

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1. Z ALL HOURS WORKED ON SATURDAYS AND SUNDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE. ALL HOURS WORKED ON HOLIDAYS SHALL BE PAID THE STRAIGHT TIME RATE OF PAY IN ADDITION TO HOLIDAY PAY.
  
2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - 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.
  
2. 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.
  - Z. ALL HOURS WORKED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 6:00 P.M. AND 6:00 A.M. AND ALL HOURS WORKED ON SATURDAYS SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE, *EXCEPT* FOR COMMERCIAL, OCCUPIED BUILDINGS WHERE FLOOR COVERING WORK CANNOT BE PERFORMED IN THE REGULAR DAYTIME HOURS DUE TO OCCUPANCY. FOR SUCH OCCUPIED, COMMERCIAL BUILDINGS; THE EMPLOYEE MAY AGREE TO WORK BETWEEN THE HOURS OF 6:00 PM TO 6:00 AM MONDAY THROUGH SATURDAY MORNING AT 6:00 AM AT AN OVERTIME PAY RATE OF 10% OVER THE STRAIGHT TIME RATE. ALL HOURS WORKED ON SUNDAYS AND HOLIDAYS SHALL BE PAID AT DOUBLE THE HOURLY RATE OF WAGE.
  
3. 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.

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.
  - B. 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 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.

**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).
  - 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.
  - 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).
5.
  - S. PAID HOLIDAYS: NEW YEAR'S DAY, PRESIDENTS' DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING DAY, AND CHRISTMAS DAY (7).

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- 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).
- V. PAID HOLIDAYS: SIX (6) PAID HOLIDAYS.
- 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).
- 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).
- 6. Q. PAID HOLIDAYS: NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING DAY AND CHRISTMAS DAY (8). UNPAID HOLIDAY: PRESIDENTS' DAY.
- 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.
- 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

**BENEFIT CODE KEY - EFFECTIVE 08-31-2011 THRU 03-02-2012**

-6-

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.
- 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.
- 7.
- 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.

**NOTE CODES**

8. A. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:  
OVER 50' TO 100' - \$2.00 PER FOOT FOR EACH FOOT OVER 50 FEET  
OVER 100' TO 150' - \$3.00 PER FOOT FOR EACH FOOT OVER 100 FEET  
OVER 150' TO 220' - \$4.00 PER FOOT FOR EACH FOOT OVER 150 FEET  
OVER 220' - \$5.00 PER FOOT FOR EACH FOOT OVER 220 FEET
- C. IN ADDITION TO THE HOURLY WAGE AND FRINGE BENEFITS, THE FOLLOWING DEPTH PREMIUMS APPLY TO DEPTHS OF FIFTY FEET OR MORE:  
OVER 50' TO 100' - \$1.00 PER FOOT FOR EACH FOOT OVER 50 FEET  
OVER 100' TO 150' - \$1.50 PER FOOT FOR EACH FOOT OVER 100 FEET  
OVER 150' TO 200' - \$2.00 PER FOOT FOR EACH FOOT OVER 150 FEET  
OVER 200' - DIVERS MAY NAME THEIR OWN PRICE
- D. WORKERS WORKING WITH SUPPLIED AIR ON HAZMAT PROJECTS RECEIVE AN ADDITIONAL \$1.00 PER HOUR.
- L. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$0.75, LEVEL B: \$0.50, AND LEVEL C: \$0.25.
- M. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS: LEVELS A & B: \$1.00, LEVELS C & D: \$0.50.
- N. WORKERS ON HAZMAT PROJECTS RECEIVE ADDITIONAL HOURLY PREMIUMS AS FOLLOWS - LEVEL A: \$1.00, LEVEL B: \$0.75, LEVEL C: \$0.50, AND LEVEL D: \$0.25
8. 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.

**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>

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

<b>ITEM DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
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.		<b>X</b>
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).	<b>X</b>	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	<b>X</b>	
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.	<b>X</b>	
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).		<b>X</b>
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..	<b>X</b>	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		<b>X</b>
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		<b>X</b>
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		<b>X</b>

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

<b>ITEM DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		<b>X</b>
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		<b>X</b>
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		<b>X</b>
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		<b>X</b>
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		<b>X</b>
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.		<b>X</b>
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		<b>X</b>
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.		<b>X</b>
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.	<b>X</b>	
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	<b>X</b>	

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

<b>ITEM DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	<b>X</b>	
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	<b>X</b>	
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	<b>X</b>	
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	<b>X</b>	
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.	<b>X</b>	
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	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>

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

<b>ITEM DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
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.	<b>X</b>	
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.	<b>X</b>	
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.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
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.	<b>X</b>	
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	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>

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

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:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	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		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

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

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

State of Washington  
 Department of Labor and Industries  
 Prevailing Wage Section - Telephone (360) 902-  
 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, workers' wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements is provided on the Benefit Code Key.

**METAL FABRICATION (IN SHOP)  
 EFFECTIVE 08/31/2011**

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(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered:			
<b>ADAMS</b>			
FITTER	\$12.76	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$12.66	1	
PAINTER	\$10.20	1	
Counties Covered:			
<b>ASOTIN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, KITTITAS          LINCOLN, OKANOGAN, PEND ORIELLE, STEVENS, WALLA WALLA AND WHITMAN</b>			
FITTER	\$12.76	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$12.66	1	
PAINTER	\$10.20	1	
WELDER	\$12.76	1	
Counties Covered:			
<b>BENTON</b>			
MACHINE OPERATOR	\$10.53	1	
PAINTER	\$9.76	1	
WELDER	\$16.70	1	
Counties Covered:			
<b>CHELAN</b>			
FITTER	\$15.04	1	
LABORER	\$9.54	1	
MACHINE OPERATOR	\$9.71	1	
PAINTER	\$9.93	1	
WELDER	\$12.24	1	

**METAL FABRICATION (IN SHOP)  
EFFECTIVE 08/31/2011**

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(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
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Counties Covered:

**CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, LEWIS, MASON, PACIFIC  
SAN JUAN AND SKAGIT**

FITTER/WELDER	\$15.16	1	
LABORER	\$11.13	1	
MACHINE OPERATOR	\$10.66	1	
PAINTER	\$11.41	1	

Counties Covered:

**CLARK**

FITTER	\$31.77	1E	6H
LABORER	\$21.91	1E	6H
LAYEROUT	\$31.47	1E	6H
MACHINE OPERATOR	\$31.47	1E	6H
PAINTER	\$28.01	1E	6H
WELDER	\$29.59	1E	6H

Counties Covered:

**COWLITZ**

MACHINE OPERATOR	\$25.33	1B	2S
FITTER	\$25.33	1B	2S
WELDER	\$25.33	1B	2S

Counties Covered:

**GRANT**

FITTER/WELDER	\$10.79	1	
PAINTER	\$8.67	1	

Counties Covered:

**KING**

FITTER	\$15.86	1	
LABORER	\$9.78	1	
MACHINE OPERATOR	\$13.04	1	
PAINTER	\$11.10	1	
WELDER	\$15.48		

**METAL FABRICATION (IN SHOP)  
EFFECTIVE 08/31/2011**

\*\*\*\*\*

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: <b>KITSAP</b>			
FITTER	\$26.96	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$13.83	1	
WELDER	\$13.83	1	
Counties Covered: <b>KLICKITAT, SKAMANIA, WAHKIAKUM</b>			
FITTER	\$16.99	1	
LABORER	\$10.44	1	
MACHINE OPERATOR	\$17.21	1	
PAINTER	\$17.03	1	
WELDER	\$16.99	1	
Counties Covered: <b>PIERCE</b>			
FITTER	\$15.25	1	
LABORER	\$10.32	1	
MACHINE OPERATOR	\$13.98	1	
WELDER	\$13.98	1	
Counties Covered: <b>SNOHOMISH</b>			
FITTER/WELDER	\$15.38	1	
LABORER	\$9.79	1	
MACHINE OPERATOR	\$8.84	1	
PAINTER	\$9.98	1	
Counties Covered: <b>SPOKANE</b>			
FITTER	\$12.59	1	
LABORER	\$8.67	1	
MACHINE OPERATOR	\$13.26	1	
PAINTER	\$10.27	1	
WELDER	\$10.80	1	

**METAL FABRICATION (IN SHOP)  
EFFECTIVE 08/31/2011**

\*\*\*\*\*

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: <b>THURSTON</b>			
FITTER	\$27.10	2U	6T
LABORER	\$16.91	2U	6T
LAYEROUT	\$30.63	2U	6T
MACHINE OPERATOR	\$20.86	2U	6T
WELDER	\$24.74	2U	6T
Counties Covered: <b>WHATCOM</b>			
FITTER/WELDER	\$13.81	1	
LABORER	\$9.00	1	
MACHINE OPERATOR	\$13.81	1	
Counties Covered: <b>YAKIMA</b>			
FITTER	\$12.00	1	
LABORER	\$10.31	1	
MACHINE OPERATOR	\$11.32	1	
PAINTER	\$12.00	1	
WELDER	\$11.32	1	

**FABRICATED PRECAST CONCRETE PRODUCTS  
EFFECTIVE 08/31/2011**

\*\*\*\*\*

(See Benefit Code Key)

Classification Code	Prevailing Wage	Overtime Code	Holiday Code
Counties Covered: <b>ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, WALLA WALLA AND WHITMAN</b>			
JOURNEY LEVEL	\$9.96	1	
Counties Covered: <b>CHELAN, KITTITAS, KLICKITAT AND SKAMANIA</b>			
JOURNEY LEVEL	8.67	1	
Counties Covered: <b>CLALLAM, CLARK, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WAHKIACUM</b>			
JOURNEY LEVEL	\$13.50	1	
Counties Covered: <b>FRANKLIN</b>			
JOURNEY LEVEL	\$11.50	1	
Counties Covered: <b>KING</b>			
<b>ALL CLASSIFICATIONS</b>	<b>\$13.85</b>	2K	5B
Counties Covered: <b>PIERCE</b>			
JOURNEY LEVEL	\$9.28	1	
Counties Covered: <b>SPOKANE</b>			
JOURNEY LEVEL	\$20.23	1	
Counties Covered: <b>WHATCOM</b>			
JOURNEY LEVEL	\$13.67	1	
Counties Covered: <b>YAKIMA</b>			
CRAFTSMAN	\$8.72	1	
JOURNEY LEVEL	\$8.67	1	

## **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.]

# CONSTRUCTION SIGN PLAN

**DATE:** 02-Sep-11

**PROJ. NAME:** DODSON RD OVERLAY S FR to 4 CRP # 11-01 PROJ #4025

			SIGN	# CHK	# CHK			
ITEM #	MUTCD #	QTY	STATUS	OUT	IN	DESCRIPTION	SIZE	COLOR
1	W20-1	7				ROAD WORK AHEAD	36X36	B/O-HIP
3	W21-801	6				ABRUPT LANE EDGE	36X36	B/O-HIP
4	W21-1701	6				MC USE CAUTION	30X24	B/O-HIP
2	PLAQUE	6			* 2	ROAD RESURFACING		
						NEXT 6 MILES	60X30	B/O-HIP
						EXPECT DELAYS		
6	G 20-2	2				END ROAD WORK	36X18	B/O-HIP
7	W8-1	9			* 3	BUMP	36X36	B/O-HIP



**\*NOTE: 1**  
 CLASS "B" WORK ZONE FLAGGER SIGNS TO BE PROVIDED BY CONTRACTOR ON TEMPORARY STANDS. IF NECESSARY SIGNS LEFT OVERNIGHT WILL HAVE FLASHERS ATTACHED.

**\*NOTE: 2**  
 SIGNS OF OVER 10 SQ FT AREA WILL NEED TO BE MOUNTED ON TWO (2) POSTS

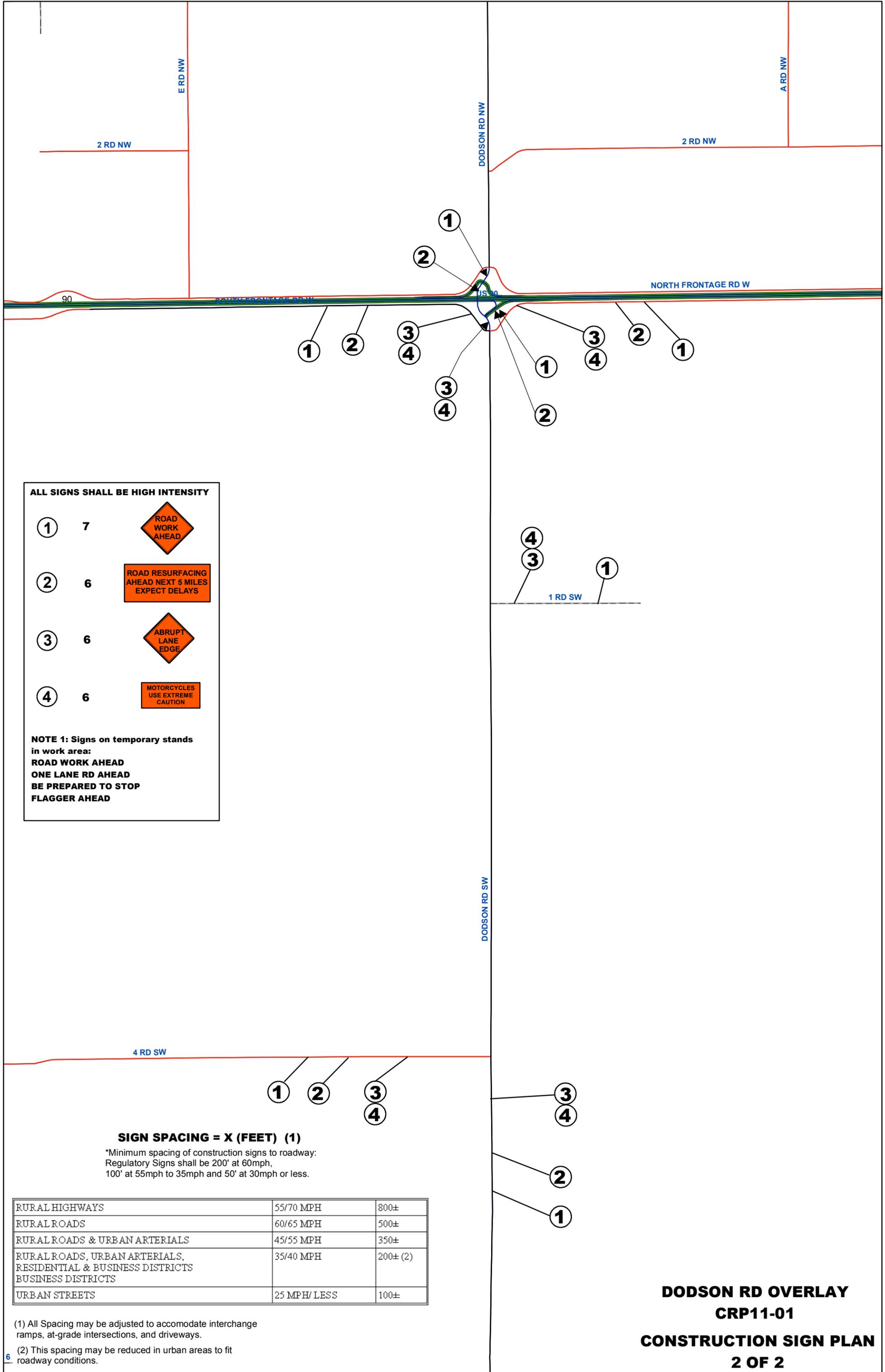
**\*NOTE: 3**  
 THERE WILL BE APROXIMATELY 6 AREAS TO BE GROUND. A BUMP SIGN TO BE USED IN LANE AHEAD OF GRINDOUT. BUMP SIGNS ARE PROVIDED, CONTRACTOR RESPONSIBLE FOR TEMPORARY STANDS AND FLASHERS IF LEFT OVERNIGHT---SIGNS OVER 10 SQ FT TO BE MOUNTED ON TWO (2) POSTS.

**\*NOTE: 4**  
 CONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE OF ALL CONSTRUCTION SIGNS AND THE REPLACEMENT OF ALL REMOVED STOP SIGNS. OTHER TRAFFIC SIGNS THAT ARE REMOVED ARE TO BE STORED AT A SITE DETERMINED BY THE PROJECT INSPECTOR. PORTABLE SIGNS AND TRAFFIC CONTROL DEVICES LISTED ARE NOT INTENDED TO BE COMPLETE. OTHER SIGNS MAY BE REQUIRED WITHIN THE PROJECT LIMITS TO ACCOMMODATE CONTRACTORS WORK METHODS.

CHECK OUT--CONTRACTORS REP: \_\_\_\_\_ DATE \_\_\_\_\_

CHECK IN---ALL SIGNS IN GOOD ORDER OR AS OTHERWISE NOTED: \_\_\_\_\_

CHECK IN--COUNTY REP: \_\_\_\_\_ DATE \_\_\_\_\_



**ALL SIGNS SHALL BE HIGH INTENSITY**

①	7	
②	6	
③	6	
④	6	

**NOTE 1: Signs on temporary stands in work area:**  
**ROAD WORK AHEAD**  
**ONE LANE RD AHEAD**  
**BE PREPARED TO STOP**  
**FLAGGER AHEAD**

**SIGN SPACING = X (FEET) (1)**  
 \*Minimum spacing of construction signs to roadway:  
 Regulatory Signs shall be 200' at 60mph,  
 100' at 55mph to 35mph and 50' at 30mph or less.

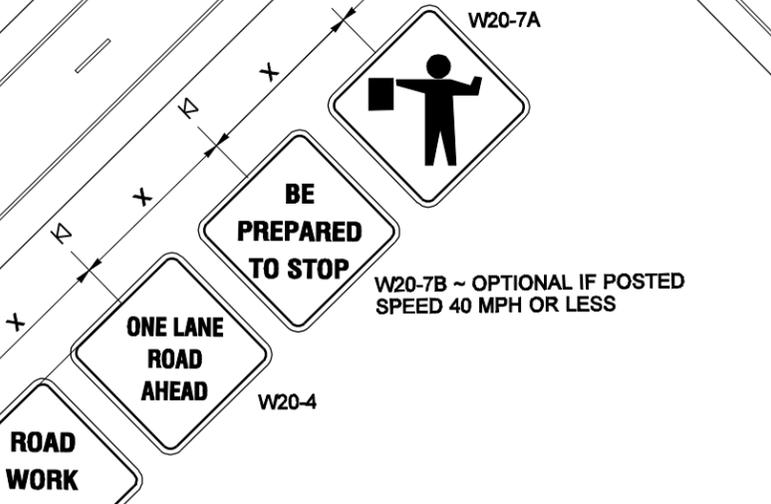
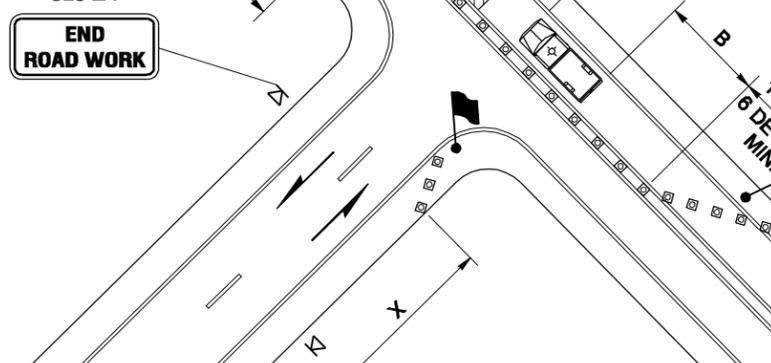
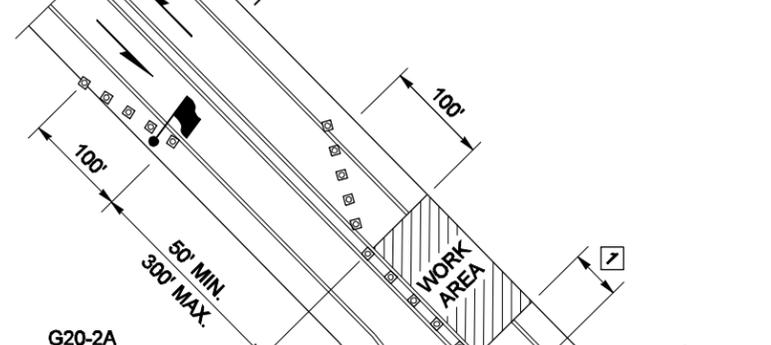
RURAL HIGHWAYS	55/70 MPH	800±
RURAL ROADS	60/65 MPH	500±
RURAL ROADS & URBAN ARTERIALS	45/55 MPH	350±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	35/40 MPH	200± (2)
URBAN STREETS	25 MPH/LESS	100±

(1) All Spacing may be adjusted to accommodate interchange ramps, at-grade intersections, and driveways.  
 (2) This spacing may be reduced in urban areas to fit roadway conditions.

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)	

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



- 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**



EXPIRES AUGUST 9, 2007

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DRAWING. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

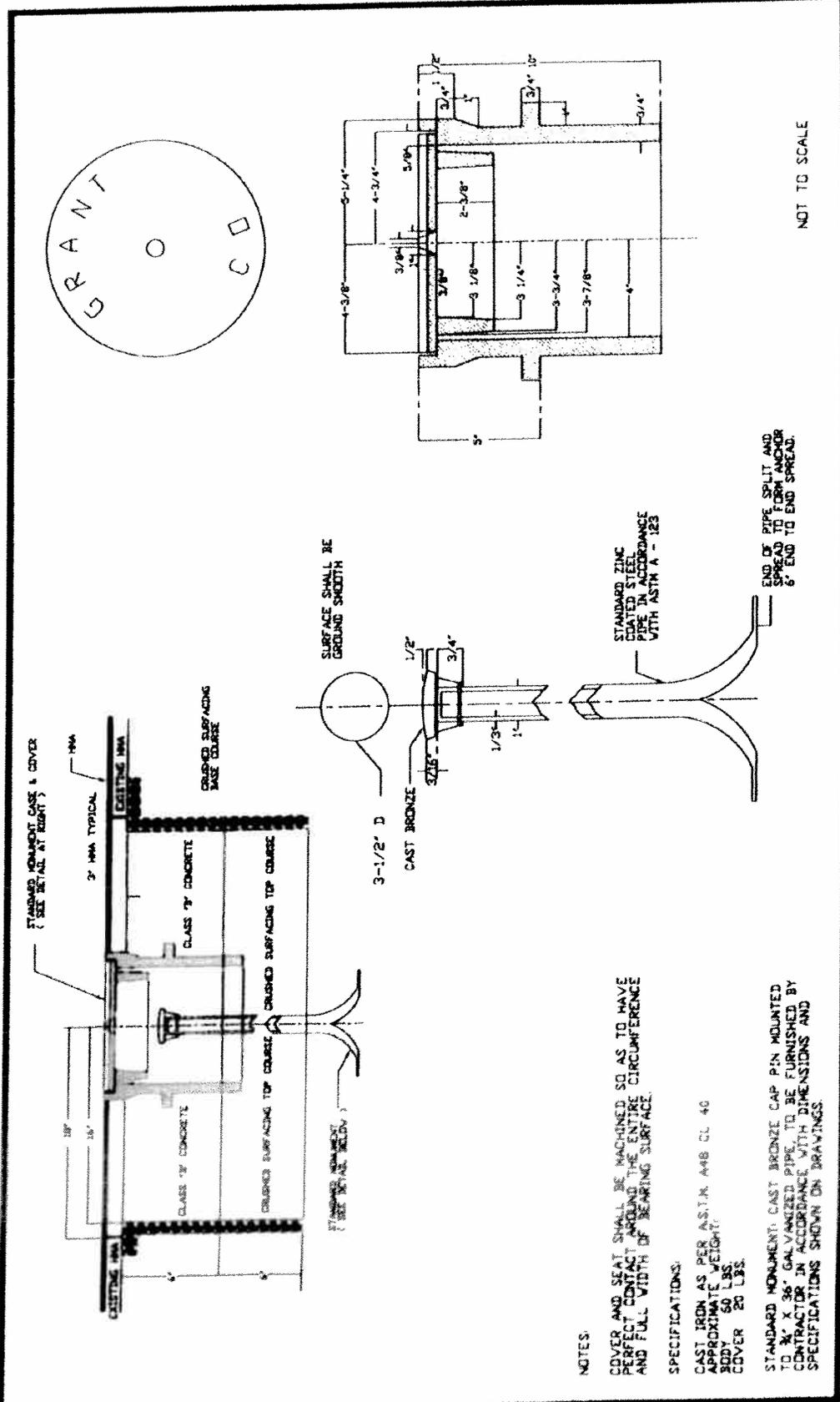
**LANE CLOSURE  
WITH FLAGGER CONTROL  
STANDARD PLAN K-20.40-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

**Ken L. Smith** 02-15-07  
STATE DESIGN ENGINEER DATE





NOTES:  
 COVER AND SEAT SHALL BE MACHINED SO AS TO HAVE PERFECT CONTACT AROUND THE ENTIRE CIRCUMFERENCE AND FULL WIDTH OF BEARING SURFACE.

SPECIFICATIONS:  
 CAST IRON AS PER A.S.T.M. A48 CL 40  
 APPROXIMATE WEIGHT:  
 BODY 80 LBS.  
 COVER 20 LBS.

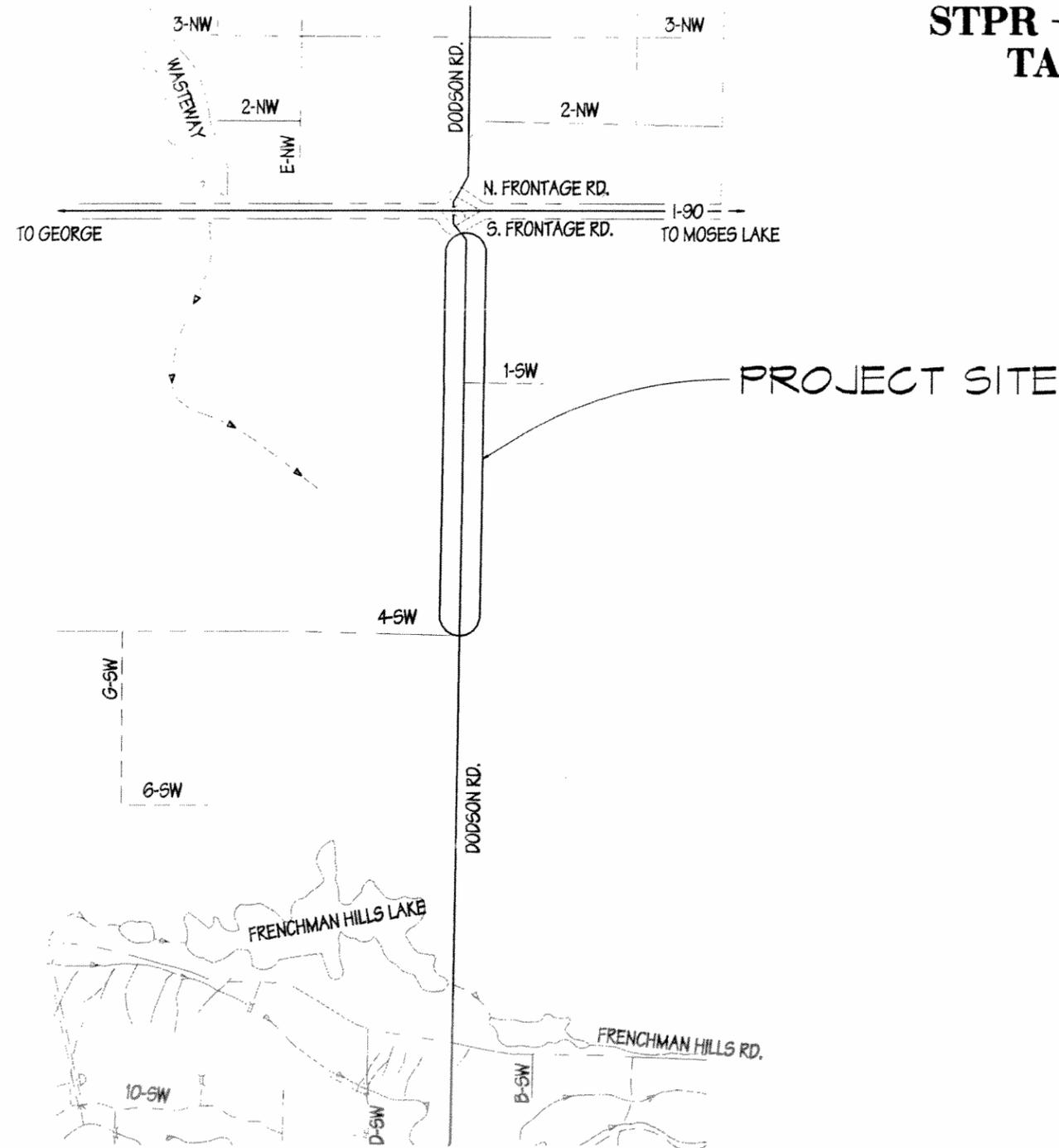
STANDARD MONUMENT: CAST BRONZE CAP PIN MOUNTED TO 3/4" X 36" GALVANIZED PIPE TO BE FURNISHED BY CONTRACTOR IN ACCORDANCE WITH DIMENSIONS AND SPECIFICATIONS SHOWN ON DRAWINGS.

GRANT COUNTY PUBLIC WORKS DEPARTMENT ROADWAY STANDARDS MONUMENT APPENDIX B FIGURE 4-2

NOT TO SCALE

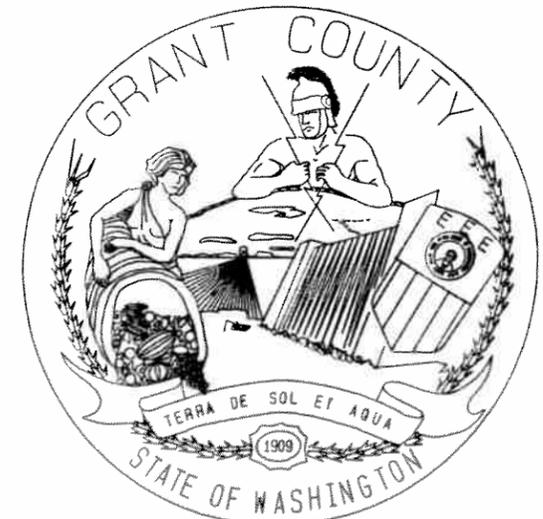
# DODSON ROAD OVERLAY PROJECT

STPR - E131(005)  
TA - 4586



SHEET	DESCRIPTION
1	INDEX & VICINITY MAP
2	SUMMARY OF QUANTITIES
3	STRUCTURE NOTES
4	TYPICAL X-SECTIONS

**Grant County  
Board Of Commissioners**  
Richard Stevens, District No. 1  
Carolann Swartz, District No. 2 (Chair)  
Cindy Carter, District No. 3



**GRANT COUNTY PUBLIC WORKS DEPARTMENT**  
124 ENTERPRISE ST. SE  
EPHRATA, WASHINGTON 98823  
(509) 754-6082 FAX (509) 754-6087

## DODSON RD. OVERLAY PROJECT CRP 11-01

DESIGNED BY: BOB BERSANTI  
DRAWN BY: BOB BERSANTI  
CHECKED BY: DEREK POHLE  
REVISIONS BY:  
DATE REVISED:  
FEDERAL AID NO.: STPR - E131(005)



SHEET 1

OF 4

# SUMMARY OF QUANTITIES

4-SW TO S. FRONTAGE  
STA. 9+10  
TO  
STA. 267+55

	TOTAL QUANTITY	UNIT	ITEM DESCRIPTION			
<b>PREPARATION</b>						
1	100%	L.S.	Mobilization	100%		
2	100%	L.S.	Notification	100%		
<b>GRADING</b>						
3	279	S.Y.	Pavement Repair Excavation Incl. Haul	279		
4	9.75	MILE	Shoulder Finishing	9.75		
<b>HOT MIX ASPHALT</b>						
5	670	S.Y.	Planing Bituminous Pavement	670		
6	33	TONS	HMA For Pavement Repair Class 1/2" Incl. PG64-28 Paving Asphalt	33		
7	11,300	TONS	HMA Class 1/2" Incl. PG64-28 Paving Asphalt	11,300		
8	-1	CALC.	Job Mix Compliance Price Adjustment	-1		
9	-1	CALC.	Compaction Price Adjustment	-1		
<b>TRAFFIC</b>						
10	406	L.F.	Raise Existing Beam Guardrail	406		
11	25,855	L.F.	Temporary Pavement Markings	25,855		
12	20,101	L.F.	Painted Skip Centerline	20,101		
13	4,150	L.F.	Painted Skip Centerline With No-Pass	4,150		
14	51,151	L.F.	Painted Edge Line - 12' Lane	51,151		
15	100%	L.S.	Project Temporary Traffic Control	100%		
<b>OTHER ITEMS</b>						
16	1	EACH	Monument Case and Cover	1		
17	9	EACH	Adjust Monument Case and Cover	9		
18	100%	L.S.	Spill Prevention, Control, and Countermeasure (SPCC) Plan	100%		
19	100%	L.S.	Trimming and Cleanup	100%		
20	1.00	CALC.	Minor Changes	1.00		

NOTE: For Special Features See Special Provisions.

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DRAWN BY: BOB BERSANTI  
CHECKED BY: DEREK FOHLE  
REVISIONS BY:  
DATE REVISED:  
FEDERAL AID NO.: STPR - E131(005)



SHEET 2  
OF 4

# STRUCTURE NOTES

No.	LOCATION	R/L	TYPE	WIDTH	APRON	RADIUS	NOTE	S.Y.	TONS	EACH	EACH	S.Y.	TONS	L.F.
1	9+10 TO 9+60	R/L						200						
2	STA. 10+00	L	ROAD	26	50	30	4-SW RD.	80	24	1				
3	STA. 12+60 TO STA. 12+75	R	F	15	5	15			1					
4	APPROX. STA. 37+20	CL	MON.				RAISE MONUMENT CASE			1				
5	STA. 37+20 TO STA. 37+40	R	F	20	5	15			2					
6	STA. 37+20 TO STA. 37+40	L	F	20	5	15			2					
7	STA. 59+15 TO STA. 59+30	L	R	15	5	10			1					
8	APPROX. STA. 63+30	CL	MON.				RAISE MONUMENT CASE			1				
9	STA. 63+85 TO STA. 64+00	R	C	15	5	20			1					
10	STA. 63+85 TO STA. 64+00	L	C	15	5	20			1					
11	STA. 77+00 TO STA. 77+15	R	F	15	5	15			1					
12	STA. 77+55 TO STA. 78+30	R		11								92	11	
13	STA. 89+43 TO STA. 91+46	R/L												406
14	APPROX. STA. 90+05	CL	MON.				RAISE MONUMENT CASE			1				
15	STA. 94+40 TO STA. 94+65	R	C	25	5	20			2					
16	STA. 94+65 TO STA. 94+77	L	F	12	5	15			1					
17	APPROX. STA. 117+05	CL	MON.				RAISE MONUMENT CASE			1				
18	STA. 119+20 TO STA. 119+35	L	F	15	5	15			1					
19	STA. 139+70 TO STA. 139+85	R	F	15	5	15			1					
20	STA. 139+70 TO STA. 139+85	L	F	15	5	15			1					
21	APPROX. STA. 143+65	CL	MON.				RAISE MONUMENT CASE			1				
22	STA. 170+10 TO STA. 170+40	R	ROAD	30	30	30	1-SW RD.		12					
23	APPROX. STA. 170+25	CL	MON.				MONUMENT CASE 1-SW RD.				1			
24	STA. 174+00 TO STA. 174+20	L	F	20	5	15			2					
25	STA. 178+90 TO STA. 179+30	L	R	40	5	10			3					
26	STA. 179+70 TO STA. 180+00	R	F	30	5	15			2					
27	STA. 188+40 TO STA. 188+70	L	F	30	5	15			2					
28	STA. 196+40 TO STA. 196+60	R	F	20	5	15			2					
29	APPROX. STA. 196+90	CL	MON.				RAISE MONUMENT CASE			1				
30	STA. 197+40 TO STA. 197+75	R	F	35	5	15			2					
31	STA. 197+40 TO STA. 197+60	L	F	20	5	15			2					
32	STA. 218+55 TO STA. 219+00	R	F	45	5	15			3					
33	STA. 218+55 TO STA. 219+00	L	F	45	5	15			3					
34	APPROX. STA. 223+60	CL	MON.				RAISE MONUMENT CASE			1				
35	STA. 243+80 TO STA. 244+20	R	C	40	5	20			3					
36	STA. 250+10 TO STA. 250+50	R	C	40	5	20			3					
37	STA. 250+50 TO STA. 250+70	L	F	20	5	15			2					
38	APPROX. STA. 250+75	CL	MON.				RAISE MONUMENT CASE			1				
39	STA. 251+30 TO STA. 251+80	R	C	50	5	20			4					
40	265+70	R/L	ROAD	30	90	30	S. FRONTAGE RD.	190	100					
41	STA. 265+80 TO STA. 267+00	R		14								187	22	
42	STA. 267+05 TO STA. 267+55	R/L						200						

GENERAL NOTES

Miscellaneous  
 R = Residential Approach  
 F = Farm Approach  
 C = Commercial Approach  
 ROAD = County Road  
 MON = Monument

NOTE: For Special Features See Special Provisions.

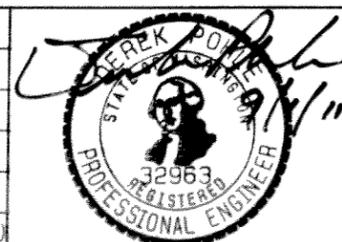
Page Total 670 184 9 1 279 33 406

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## DODSON RD. OVERLAY PROJECT

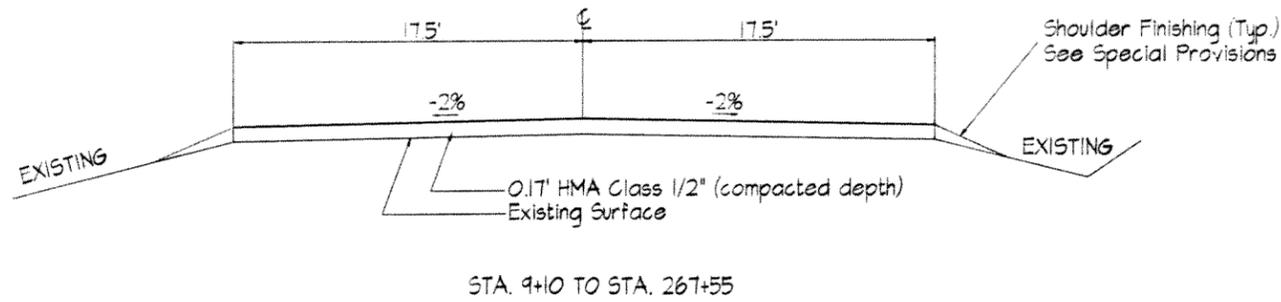
### CRP 11-01

DESIGNED BY: BOB BERSANTI  
 DRAWN BY: BOB BERSANTI  
 CHECKED BY: DEREK FOHLE  
 REVISIONS BY:  
 DATE REVISED:  
 FEDERAL AID NO.: STPR - E131(005)

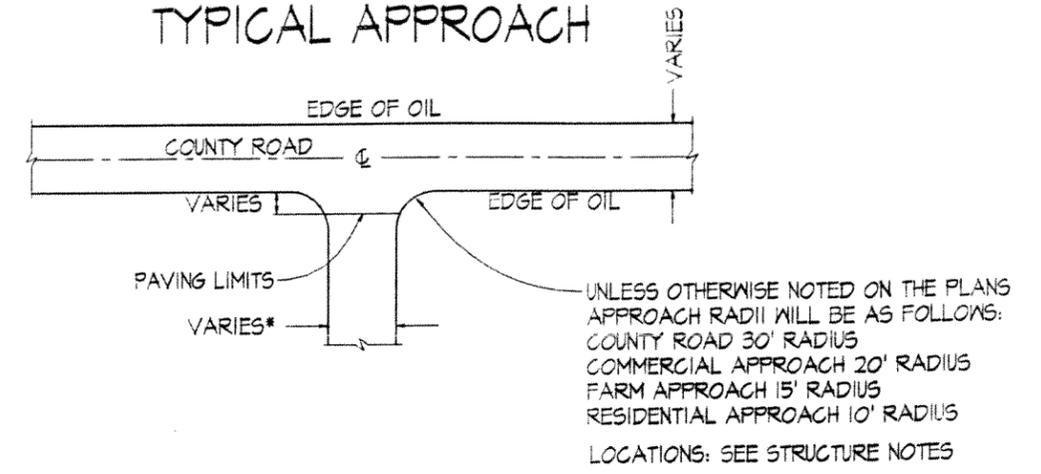


SHEET 3  
 OF 4

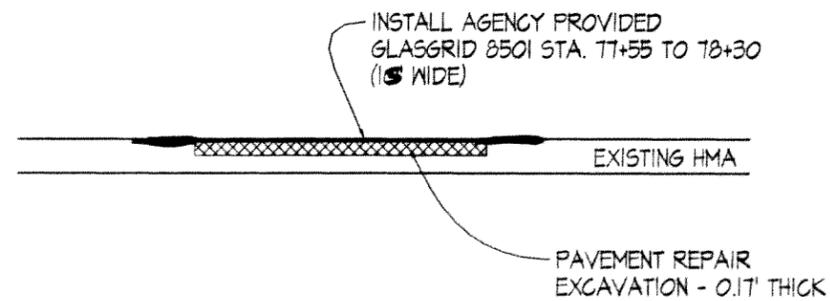
### TYPICAL ROADWAY SECTION



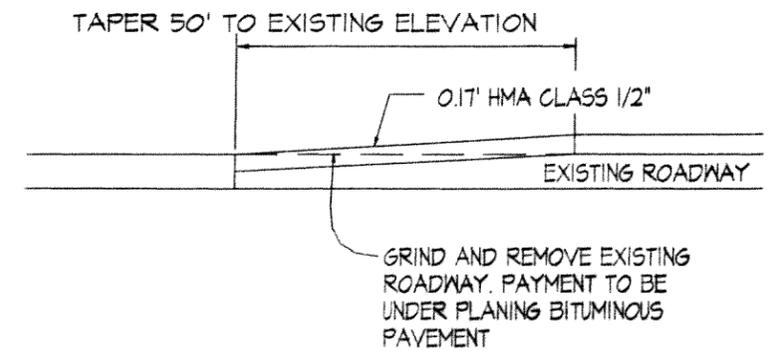
### TYPICAL APPROACH



### PAVEMENT REPAIR DETAIL



### TYPICAL TRANSITION SECTION



TRANSITION ROADWAY STA. 9+10 TO STA. 9+60  
 TRANSITION ROADWAY STA. 267+05 TO STA. 267+55  
 4-SW 25' TAPER  
 S. FRONTAGE RD. EAST & WEST SIDE 25' TAPER

**GRANT COUNTY PUBLIC WORKS DEPARTMENT**  
 124 ENTERPRISE ST. SE  
 EPHRATA, WASHINGTON 98823  
 (509) 754-6082 FAX (509) 754-6087

## DODSON RD. OVERLAY PROJECT

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SHEET 4  
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