Work under this contract will be funded in part with federal grant funds from the Clark County Community Development Block Grant Program.
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OLD TOWN ROADS PROJECT - 2011-CDBG-1104

CITY OF LA CENTER, WASHINGTON

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INVITATION TO BID
CITY OF LA CENTER OLD TOWN ROADS PROJECT, PW 2011-03, 2011-CDBG-1104

Sealed proposals for furnishing all materials, labor and equipment for the following described work will be received by the City of La Center at 214 E. 4th Street, La Center, WA 98629 by August 2, 2011 at 3 PM. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of La Center, 214 E. 4th Street, La Center, Washington 98629. Bids will not be accepted via facsimile or electronic mail. Each proposal shall be completely sealed in a package addressed as required. At this time the sealed bids will be publicly opened and read. A contract will be awarded or all bids rejected within 45 days after the bid opening.

PROJECT NAME: OLD TOWN ROADS PROJECT, PW 2011-03, 2011-CDBG-1104

PROJECT DESCRIPTION: Project consists of road reconstruction on 6th Street from Cedar – Elm Avenue and Dogwood Avenue from 5th – 6th Street. A pervious concrete pedestrian path will be installed on the three above mentioned blocks separated from the road by a planter strip.

This project is financed through the Community Development Block Grant program with funds obtained from the U.S. Department of Housing and Urban Development. This contract will be subject to regulations of the Department of Labor and Housing and Urban Development. Attention is called to federal provisions for Equal Employment Opportunities, HUD Section 3, requirements and the minimum wages as set forth in the contract documents.

The issuing office for Contract Documents is City of La Center Public Works, 419 E. Cedar Ave., Ste. A201, La Center, WA 98629, (360) 263-7665. Plans will be available starting July 13, 2011. There will be a $25 fee for hardcopies of contract documents. Electronic versions of contract documents will be e-mailed for free. A pre-bid conference will be held at the intersection of E 6th Street and E Dogwood Avenue on July 26, 2011 at 1 PM. To check for plans availability or a plan holder’s list please call 263-7665.

Technical inquiries regarding the project should be directed to Bart Stepp, City Engineer, at City of La Center Public Works, 419 E. Cedar Ave., Ste. A201, La Center, WA 98629, (360) 263-2889. All proposals must be submitted on the regular form furnished with the specifications, and each must be accompanied by a certified or bank check or bidder’s bond, by a bonding company licensed to do business in the State of Washington, made payable to the City of La Center in an amount not less than five percent (5%) of the total bid. Work shall be completed within 40 working days after receipt of Notice to Proceed.

State Sales Taxes -- the provisions of Section 1-07.2(1)-Rule 171 – apply to this project. The Contractor shall include Washington State Retail Sales Taxes in the various unit bid prices for purchases of materials, equipment, and supplies used or consumed in completing the project.

All construction and material, unless otherwise specified, shall be in accordance with the 2010 Standard Specifications and Standard Plans for Road, Bridge and Municipal Construction as prepared by the Washington State Department of Transportation and as amended under Amendments to the Standard Specifications, and the American Public Works Association, and the City of La Center Engineering Standards for Construction.

The CITY OF LA CENTER reserves the right to cancel this request or reject any and all bids received or to waive any minor formalities of this call if in the judgment of the City Council the best interest of the City would be served.
PART I- BIDDING DOCUMENTS
INSTRUCTIONS TO BIDDERS

1. Intent of Plans and Specifications

It is the intention of these specifications to provide for careful, thorough and workmanlike construction procedures in the installation of materials and equipment and in the manufacture and delivery of such materials and equipment. The bidder to whom the contract is awarded shall furnish all the material and labor necessary to complete said contract in accordance with all of its terms and conditions.

The plans and specifications shall be considered and used together. Anything appearing as a requirement of either shall be accepted as applicable to both even though not so stated therein or shown. The Engineer may furnish supplemental plans and specifications to define more clearly any requirement of the original documents; these shall be accepted by the Contractor as of the same force and effect as though they had been included among the listed drawings and in case of any conflict between the listed and the supplemental drawings, the latter shall govern. The Contractor shall not be entitled to extra payment because of his compliance with the requirements of such supplemental drawings unless they contain new requirements involving costs which clearly could not have been anticipated by an experienced contractor in his examination of the original listed drawings or could not reasonably be inferred there from the requirements of the contract.

All specifications and notes appearing on the plans shall have the same force and effect as though they were repeated herein and by this reference are incorporated herein and made a part hereof.

2. Examination of the Contract Documents

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, special provisions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document, and the Owner will in no case be responsible for any loss or for unanticipated costs that may be suffered by the Contractor as a result of conditions pertaining to the work.

3. Examination of Site and Conditions

Before making a proposal, the bidder shall examine the site of the work and ascertain for himself all the physical conditions in relation thereto. Failure to take this precaution shall not release him from his obligation as implied by the proposal he submits nor excuse him from performing the work in strict accordance with the requirements of the contract documents.

No statement made by any officer, agent, or employee of the Owner pertaining to the site of the work or the conditions under which the work must be performed will be binding on the Owner.

4. Inclement Weather

The City of La Center is subject to inclement weather through the winter and spring months. Severe rain and wind storms may occur in addition to snow and ice. The Contractor should be aware of the potential for inclement weather and plan the project accordingly.
5. **Addenda and Interpretations of Documents**

No interpretation of meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted in writing, addressed to City of La Center, and to be given consideration, shall be received at least five working days prior to date fixed for opening bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed, faxed or otherwise delivered to each prospective bidder. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become a part of the contract documents. Where changes to plans, specifications or both or supplemental information of significant importance, additional bid time will be provided.

6. **Preparation of Proposal**

Bids must be submitted by filling in with ink (or typing), on the Form headed "Bid Proposal," each and every blank on each schedule for which the bidder has submitted a proposal. If the bidder is required to provide a special form appropriate to the nature of his bid, then such form shall be complete in all respects as required by the specifications if it is to merit consideration by the Owner.

All bid prices must be equal to the Bidders estimated cost to perform the work. Prices which are weighted and disproportionate to the actual cost, as may be compared to other Bidders and evaluation by the Engineer, may be considered non-responsive and their bid rejected. If the proposal is made by a partnership, it should contain the name of each partner and should be signed in the firm name, followed by the signature of partner or that of a person duly authorized to act for and on behalf of such partnership. If made by a corporation, the proposal should be signed with the name of the corporation and the state in which incorporated, followed by the written signature of the qualified officer and the designation of the office he holds in the corporation. The address of the person, firm or corporation in whose behalf the proposal is submitted shall be given. The bidder shall comply with all other specific requirements of the proposal form.

7. **Alteration of Documents Prohibited**

Except as may be provided otherwise herein, proposals which are incomplete, are conditioned in any way which the plans or specifications do not authorize, contain unverified erasures or alterations, include items which are not named in the proposal form or which are unlawful, may be rejected as non-responsive.

8. **Submission of Proposal**

Each proposal shall be completely sealed in a package addressed as required by the Invitation to Bid, marked with the name of the bidder and the title of the project, and must be delivered to La Center City Hall, 214 E. 4th Street, at or before 3 P.M. on August 2, 2011. If forwarded by mail, the sealed envelope containing the proposal shall be enclosed in another envelope addressed to the City of La Center, 214 E. 4th Street, La Center, Washington 98629.

9. **Modification of Proposal**

Change in a proposal already delivered will be permitted only if a request for the privilege of making such modification is made in writing signed by the bidder and the specific modification itself is stated
prior to the scheduled closing time for the receipt of proposals. To be effective, every modification must be made in writing over the signature of the bidder; no other form of procedure will be accepted.

10. **Substitutions**

Approval of materials to be used on the project and possible substitutions thereof shall not be addressed during the bidding process. Materials shall meet the specifications and the bids shall be based on specified items.

11. **Bid Security**

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereon a surety company authorized to issue bonds in Washington in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidders have executed the contract, or, if no award has been made within forty-five (45) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within ten (10) calendar days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid. Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. **Withdrawal of Proposal**

A proposal may be withdrawn at any time prior to the scheduled closing time for filing bids. This may be done by the bidder in person or upon his telegraphic or written request. A telephone request for withdrawal of a proposal will not be recognized for this purpose. If withdrawal is made personal, a written acknowledgment thereof will be required. After the scheduled closing time for filing bids, no bidder will be permitted to withdraw his proposal unless no award of contract has been made prior to the expiration of forty-five (45) days immediately following the time when bids are submitted. Bids received after the scheduled closing time will be returned to the bidder unopened.

13. **Opening Bids**

All bid proposals received prior to the scheduled closing time and which are not withdrawn as above provided, will be publicly opened and read aloud even though there may be irregularities or informalities therein, except that any form required as part of the proposal (see Bidder's Checklist below) which is not signed, said proposal will not be read and consequently, will be rejected without consideration.

14. **Award of Contract**

Within forty-five (45) calendar days after the opening of the proposals, the Owner will accept one or more of the proposals or reject one or more bids for good cause. Performance and Payment Bonds in the amount of one-hundred percent of the contract price, with a Corporate Surety approved by the Owner, will be required for the faithful performance of the contract. The bond forms contained in the contract documents must be utilized. In addition all contractual forms contained in the Contract Documents will be required for the faithful performance of the contract.
15. **Basis of Award**

If the owner awards the contract, the award will be given to the lowest responsive, responsible, qualified Bidder submitting the lowest Bid Proposal acceptable to the Owner.

16. **Rejection of Bids**

The Owner reserves the right before or after opening to reject any or all bids or to waive any informality therein if it is believed that the best interest of the Owner will be served thereby.

17. **Soils Investigations**

The bidder is responsible for conducting his own subsurface investigations, if he deems it prudent or necessary.

18. **Bidder's Risk**

The submission of bid shall constitute an acknowledgment that the bidder has thoroughly examined and is familiar with the contract documents, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the service to be provided herein. The failure or neglect of a bidder to examine such documents, statutes, regulations, ordinances or resolutions shall in no way relieve the bidder from any obligations with respect to the bidder's bid or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, statutes, regulations, ordinances or resolutions.

19. **Bidder's Checklist**

Bidder shall complete the following forms and shall submit them with the Bid Proposal:

- Bid Instruction Pages Form
- Bid Proposal Form
- Non-Collusion Affidavit
- Bid Bond
- Bidder Qualifications
BID INSTRUCTION PAGES FORM

All contractors doing business within the City of La Center are required to have (or obtain) a City of La Center business license. For information, call (360) 263-2782.

Wage Law Intents and Affidavits

If awarded the project, the contractor and each subcontractor shall complete or have on file a current "Statement of Intent to Pay Prevailing Wages" (Form L&I Number F700-029-000) before payment will be made for work performed. An "Affidavit of Wages Paid" (Form L&I Number F700-007-000) shall be required upon final acceptance of the public works project by the City. These forms are available from Washington State Department of Labor & Industries and can be filed electronically at:


The undersigned declares that before preparing their bid, they read carefully the specifications and requirements for bidders and that their bid is made with the full knowledge of the kind, quality and quantity of services and equipment to be furnished, and their said bid is as stated on these pages.

<table>
<thead>
<tr>
<th>Authorized Official (Signature)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name of Authorized Official</td>
<td>Title of Authorized Official</td>
</tr>
<tr>
<td>Company Name</td>
<td>Telephone Number</td>
</tr>
<tr>
<td>Address</td>
<td>City, State, Zip</td>
</tr>
</tbody>
</table>
BID PROPOSAL FORM

TO: City of La Center
214 East 4th Street
La Center, Washington 98629

FROM: Bidder __________________________
Address __________________________
Telephone __________________________

The undersigned, as bidder, declares that we have examined all of the contract documents and that we will contract with the City of La Center to do everything necessary to complete the work as outlined on the plans and specifications for the Old Town Roads, PW 2011-03, 2011-CDBG-1104.

We acknowledge that addenda numbers _____ to _____ have been delivered to us and have been examined as part of the contract documents. We agree that the Bid Bond, and the Qualification of Bidder, shall form a part of this proposal.

Attached is a bid bond duly completed by a guaranty company authorized to carry on business in the State of Washington, in the amount of at least five percent (5%) of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the City of La Center in the amount of at least five percent (5%) of the total amount of our proposal.

If our BID is accepted, we agree to sign the contract form and to furnish the contract bond and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree, if our BID is accepted and a contract for performance of work is entered into with the City of La Center, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time period stated in the contract. We understand that the City of La Center reserves the right to reject any or all bids and to determine which proposal is, in the judgment of the City of La Center, the lowest responsible bid, and which proposal, if any, should be accepted in the best interests of the City of La Center and that the City of La Center also reserves the right to waive any informalities in any proposal or bid.

We further state that we 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 such contract.

Bidder agrees that the work will be completed within FORTY (40) working days after the date when the notice to proceed is received from the City of La Center.
We propose to perform the work at the prices listed in the following bid schedule(s):

**Notes:**

2. The City reserves the right to adjust the scope of this work to match available funds.
3. The City reserves the right to reject any or all bids.
4. The table below provides a list of items required to complete the project. It is the contractor’s responsibility to complete the project scope to all required standards and specifications.

**BASE BID PROPOSAL:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Std. Item No.</th>
<th>Std. Spec</th>
<th>Description</th>
<th>Est. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>0001</td>
<td>1-09</td>
<td>Mobilization</td>
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<td>2.</td>
<td>7736</td>
<td>1-07</td>
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<td>Special</td>
<td>1-07</td>
<td>TCP / Property Owner Agreement Work</td>
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<td>4.</td>
<td>6971</td>
<td>1-10</td>
<td>Project Temporary Traffic Control</td>
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<td>5.</td>
<td>6974</td>
<td>1-10</td>
<td>Traffic Control Supervisor</td>
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<td>6.</td>
<td>6980</td>
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<td>Flaggers and Spotters</td>
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<td>Construction Signs Class A</td>
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<td>7480</td>
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<td>0050</td>
<td>2-02</td>
<td>Removal of Structure and Obstruction</td>
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<td>Sawcut</td>
<td>133</td>
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<td>12.</td>
<td>0310</td>
<td>2-03</td>
<td>Roadway Excavation, Incl. Haul</td>
<td>970</td>
<td>C.Y.</td>
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<td>13.</td>
<td>Special</td>
<td>2-06</td>
<td>Road Approach Subgrade Preparation</td>
<td>7</td>
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<td>7490</td>
<td>2-11</td>
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<td>5100</td>
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<td>Crushed Surfacing Base Course</td>
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<td>16.</td>
<td>5767</td>
<td>5-04</td>
<td>HMA Cl. ½ PG 64-22</td>
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<td>17.</td>
<td>5873</td>
<td>5-04</td>
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<td>Underdrain Pipe, 6 In. Diam.</td>
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<td>Special 7-05 PVC Area Drain with Dome Grate, 18 In. Diam.</td>
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<td>9605 7-05 Connect to Drainage Structure</td>
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<td>- 7-05 Adjust MH/CB/Inlet/Drywell</td>
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<td>Special 7-09 Adjust Water/Gas Valve Rim, Cover, or Frame</td>
<td>E.A.</td>
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<td>Special 7-09 Adjust Water Meter Box and Service</td>
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<td>27.</td>
<td>6403 8-01 ESC Lead</td>
<td>Day</td>
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<td>28.</td>
<td>6463 8-01 Check Dam</td>
<td>L.F.</td>
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<td>6468 8-01 Stabilized Construction Entrance</td>
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<td>Special 8-01 Erosion Control and Spill Prevention Reinspection Fee</td>
<td>E.A.</td>
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<td>6414 8-01 Seeding, Fertilizing and Mulching</td>
<td>Acre</td>
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<td>7054 8-14 Detectable Warning Surface</td>
<td>S.F.</td>
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<td>38.</td>
<td>Special 8-18 Relocate Mailbox Cluster Box</td>
<td>E.A.</td>
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<td>39.</td>
<td>- 8-21 Permanent Signing</td>
<td>L.S.</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total Base Bid** $

BIDDER acknowledges receipt of the following ADDENDUM:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Receipt Date</th>
<th>Signed Acknowledgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WASHINGTON STATE AND LOCAL SALES TAX. Sales Tax (8.2%) shall be included in the unit bid prices per the requirements of the Special Provisions.

BIDDER'S ADDRESS. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated below.

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 or 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.

NOTES:

1. This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the Public Works Director will be cause for considering the proposal irregular and subsequent rejection of the bid.

SIGNATURE

Date: ___________________   _______________________________________

Proper Name of Bidder

Contractor's License No.: ___________________________________________________

By: _____________________________________________

_____________________________________________

Address

_____________________________________________

City   State   Zip
NON-COLLUSION AFFIDAVIT

STATE OF __________________) ) SS. NON-COLLUSION AFFIDAVIT

COUNTY OF __________________) )

___________________________________, being first duly sworn, on his/her oath says that he/she is an authorized representative of the firm of ______________________________, and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he/she further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to himself an advantage over any other bidder or bidders.

SIGN HERE ____________________________________________________

(Contractor)

Subscribed and sworn to before me this ____________________ day of _____________, _____.

_________________________________________________

Notary Public in and for the State of _____________________

Residing at _______________________________________
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, __________________
______________________________________________________________ as Principal, and
_______________________________________________ as Surety, are hereby held and firmly
bound unto _________________________________________________________ as Owner, in
the penal sum of: _______________________________________________ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

SIGNED, this ___________ day of _______________________, _______.

The condition of the above obligation is such that whereas the Principal has submitted to:
_____________________________________ a certain Bid attached hereto and hereby made a
part hereof to enter into a contract in writing, for the ___________________________________.

NOW, THEREFORE,

a) If said Bid shall be rejected, or

b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the
form of contract attached hereto (properly completed in accordance with said Bid) and shall
furnish a bond for his faithful performance of said contract, and for the payment of all
persons performing labor or furnishing materials in connection therewith, and shall in all
other respects perform the agreement created by the acceptance of said Bid, then this
obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by an extension of the time within which the
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

___________________________________________________ (L.S.)
Principal                       Title
___________________________________________________
Surety
By: ________________________________________________

IMPORTANT: Surety Companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
BIDDER QUALIFICATIONS

Project: OLD TOWN ROADS, PW 2011-03, 2011-CDBG-1104

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)
____________________________________________________________________________
____________________________________________________________________________

The contractor’s superintendent at the job site per Article 1-05.13 of the Standard Specifications will be (give full name):__________________________

The last three projects completed or substantially completed by our company involving similar construction work are as follows:

1. Project Name: ____________________________________________________________
   Dollar amount of Contract: $__________________________________________
   Owner: _____________________________________________________________
   Owner’s Representative: ______________________ Phone no.: _________________
   Contractor’s Superintendent on this project: ______________________________
   Brief Description of Project Scope: ______________________________________
   _____________________________________________________________________
   _____________________________________________________________________

2. Project Name: ____________________________________________________________
   Dollar amount of Contract: $__________________________________________
   Owner: _____________________________________________________________
   Owner’s Representative: ______________________ Phone no.: _________________
   Contractor’s Superintendent on this project: ______________________________
   Brief Description of Project Scope: ______________________________________
   _____________________________________________________________________
   _____________________________________________________________________
3. Project Name: _________________________________________________________

Dollar amount of Contract: $_________________________________

Owner: ___________________________________________________________________

Owner’s Representative: ______________________ Phone no.: __________________

Contractor’s Superintendent on this project: _________________________________

Brief Description of Project Scope: _________________________________________

____________________________________________________________________

____________________________________________________________________

Title of Person completing this form_________________________________________

Signature__________________________ Date ___________________

Phone No.________________________
PART II- CONTRACT FORMS
AGREEMENT

THIS AGREEMENT, made this ______ day of _____________, 2011, by and between the City of La Center, Washington, hereinafter called "Owner," and of ________________________, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor."

WITNESSETH: that for and in consideration of the payments and agreements hereafter mentioned:

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

PROJECT DESCRIPTION: Project consists of road reconstruction on 6th Street from Cedar – Elm Avenue and Dogwood Avenue from 5th – 6th Street. A pervious concrete pedestrian path will be installed on the three above mentioned blocks separated from the road by a planter strip.

The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will complete all work required by the Contract Documents within 40 working days of the same date unless the period for completion is extended otherwise by the Contract Documents.

The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the total price of ________________________ Dollars and ________________________ Cents ($ ________, ________).

The term "Contract Documents" means and includes the following:

<table>
<thead>
<tr>
<th>Invitation to Bid</th>
<th>Notice to Proceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructions to Bidders</td>
<td>Change Order</td>
</tr>
<tr>
<td>Bid Proposal Form</td>
<td>City of La Center Special Provisions</td>
</tr>
<tr>
<td>Non-Collusion Affidavit</td>
<td>Contract Bid Items</td>
</tr>
<tr>
<td>Bid Bond</td>
<td>Contract Drawings Prepared or Issued by the City of La Center</td>
</tr>
<tr>
<td>Agreement</td>
<td>Standard Plans</td>
</tr>
<tr>
<td>Payment Bond</td>
<td>Addendum:</td>
</tr>
<tr>
<td>Performance Bond</td>
<td>All items included within these Contract Documents.</td>
</tr>
<tr>
<td>Notice of Award</td>
<td></td>
</tr>
</tbody>
</table>

The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

This Agreement shall be binding upon all parties hereto and their respective heir, executors, administrators, successors, and assigns.
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, on the date first above written.

OWNER:
By: 
(SEAL)
Typed Name: 
Title:

ATTEST:

Typed Name: 
Title:

CONTRACTOR:
By: 
(SEAL)
Typed Name: 
Title: 
Address:

ATTEST:

Typed Name: 
Title:
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of La Center, State of Washington, on _________, 2011, has awarded to ____________________________, hereinafter designated as "Principal," a Contract for construction of the OLD TOWN ROADS PROJECT, PW 2011-03, 2011-CDBG-1104, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and ____________________________, as Surety, are held and firmly bound unto the City of La Center, State of Washington, in the penal sum of ____________________________, (__________, __________), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal or any of his subcontractor shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fails to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, be fixed by the court; and this bond shall insure to the benefit of any
persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall insure to the benefit of any all persons, companies and corporations entitle to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed hereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this __________ day of __________, 2011, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

__________________________________  ____________________________________

__________________________________  ____________________________________

Attorney-in-Fact, Surety                     Principal

Name and Address
Local Office of Agent

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of La Center, State of Washington, on , 2011, has awarded to , hereinafter designated as "Principal," a Contract for construction of the OLD TOWN ROADS PROJECT, PW 2011-03, 2011-CDBG-1104, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we the Principal and , as Surety, are held and firmly bound unto the City of La Center, State of Washington, in the penal sum of , lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of , shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective
materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of
($ , , ), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the City of La Center or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified, we agree to pay to said, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ______ day of ________, 2011, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_________________________________  ________________________________________
Attorney-in-Fact, Surety                              Principal

Name and Address
Local Office of Agent

NOTE: Date of Bond must not be prior to date of contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety Companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.
NOTICE OF AWARD

DATE: __________, 2011

TO: ____________________________________________
                                             ____________________________________
                                             ____________________________________


The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated July 13 and July 20, 2011, and Contract Documents.

You are hereby notified that your bid has been accepted for items in the amount of Dollars and Cents ($________, _______)

You are required by the Bidding Documents to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and Certificates of Insurance (including complete insurance coverage for the Owner and City of La Center) within ten (10) calendar days from the date of this notice to you.

Intent to pay prevailing wages shall be demonstrated before Notice to Proceed is executed.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) calendar days from the date of this notice, said Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this __ day of __________, 2011.

City of La Center
Owner

By: ____________________________________________
Title: __________________________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO AWARD is hereby acknowledged.

Firm: _________________________________________, this the ________ day of __________, 2011

By: _________________________________________
Title: _________________________________________
NOTICE TO PROCEED

TO: ____________________________________

_____________________________________

PROJECT NAME: OLD TOWN ROADS PROJECT, PW 2011-03, 2011-CDBG-1104

You are hereby notified to commence work in accordance with the Agreement dated __________, 2011, within ten (10) calendar days of the date of this notice, or __________, 2011, and you are to complete the work within 40 working days after the date of this notice. The date of completion is therefore, __________, 2011.

City of La Center
Owner

By: _________________________________

Title: _______________________________

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

Firm: ________________________________, this the ____ day of ______, 2011.

By: ________________________________

Title: _______________________________
CHANGE ORDER

Change Order No. 1

Date:

Agreement Date:

NAME OF PROJECT:

OLD TOWN ROADS PROJECT, PW 2011-03, 2011-CDBG-1104

OWNER:

City of La Center

CONTRACTOR:

The following changes are hereby made to the Contract:

Justification:

Original Contract Price was: $________

Previously Approved Change Order(s): $0.00

Contract Price prior to this Change Order: $________

Contract Price for this Change Order will be (increased) (decreased) by: $________

New Contract Price including this Change Order will be: $________

The Contract Time will be (circle one) increased decreased (unchanged) by (___) working days.
The date for substantial completion as of the date of this Change Order, therefore, is

________________________________________ (Date).

To be effective, this Order must be approved by the federal agency if it changes the scope or objective of the Project, or as may otherwise be required by the Special Provisions.

Requested by: __________________________________________

Recommended by: _______________________________________

Ordered by: _____________________________________________

Accepted by: _____________________________________________

Federal Agency Approval: __________________________________ (when applicable)
PART III-CONDITIONS OF THE CONTRACT
FEDERAL CONTRACT REQUIREMENTS

U.S. DEPARTMENT OF HOUSING

And

URBAN DEVELOPMENT

Clark County
Community Development Block Grant
Program
Updated: 1/16/03
1. **PRECONSTRUCTION CONFERENCE**

   Either before or soon after the actual award of the Contract (but in any event prior to the start to Work at site), the Contractor or his representative, and his subcontractors, shall attend a Preconstruction Conference with representatives of the Owner, the Engineer, or Architect, and the Clark County Community Development Block Grant Program. The Conference will be held to establish procedures for handling shop drawings and other submittals and for processing applications for payment, and to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed. The date, time, and place of the Conference will be furnished to the Contractor by the Owner or the Architect/Engineer. The Contractor will notify his subcontractors of the Conference and require their attendance.

2. **SUBMISSION OF COMPLIANCE DOCUMENTS**

   In order to document his compliance with the Clark County Community Development Block Grant Program requirements and Federal regulations, the successful Bidder will be required to submit and to require his subcontractors to submit various forms and reports required by the Contract Documents, including: (a) HUD Contract and Sub-Contract Activity Form; and (b) HUD Weekly Payroll; whether the contractor or subcontractor is a sole proprietor, an owner performing all work on the project, a contractor with no employees, or otherwise. Contractors and subcontractors will be required to allow interviews with employees on the job during working hours.

3. **ACCESS TO RECORDS**

   The Secretary of HUD, the Clark County Community Development Block Grant Program, the Comptroller General of the United States, the Owner and any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property of the Contractor and his Subcontractors pertaining to work performed under this Contract for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The Contractor shall retain records pertinent to this Contract for a period of three years from the date of termination or completion of this contract.

4. **ELIGIBLE SUBCONTRACTORS**

   The Contractor shall not propose or contract with any person or entity included in the United States Department of Housing and Urban Development Consolidated List of Debarred, Suspended, and Ineligible Contractors and Grantees.

5. **INTEREST OF CERTAIN FEDERAL OFFICIALS**

   No member of or delegate to the Congress of the United States and no Resident Commissioners shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.

6. **INTEREST OF OWNER'S EMPLOYEES OR OTHER PUBLIC OFFICIALS**

   No member officer, or employee of Clark County, or its designees or agents, no member of the governing body of the city in which the Project is located, and no other public official of the city in which the Project is located who exercises any functions or responsibilities with respect to the Clark County Community Development Block Grant Program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or any subcontract, or the proceeds thereof. The Contractor shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest.
7. CERTIFICATION REGARDING LOBBYING
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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing this contract the undersigned certifies, to the best of his or her knowledge and belief, that:

- 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 agency, a Member of Congress, an officer or employee of Congress, in connection with the awarding of any Federal contract, 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.

- 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 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.

- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

8. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (41 CFR 60-4.2(d) - Executive Order 11246)
A. The offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

<table>
<thead>
<tr>
<th>Goals for minority participation in each trade</th>
<th>Goals for female participation in each trade</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.5%</td>
<td>6.9%</td>
</tr>
</tbody>
</table>

C. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone
number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

D. As used in this Notice, and in the contract resulting from this solicitation, the covered area is Clark County, Washington.

9. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (41 CFR 60-4.3 - Executive Order 11246)

A. As used in these specifications:

1. "Covered area means the geographical area described in the solicitation from which this contract resulted;

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

3. "Minority" includes:

   (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

   (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

   (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

   (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

D. The Contractor shall implement the specific affirmative action standards provided in paragraphs G(1) through G(16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

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

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

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

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

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

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

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under G(2) above.

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

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

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

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organization such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

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

12. Conduct, at least annually, an inventory and evaluation at least 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.

13. 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.

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

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

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

H. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (G(1) through G(16)). 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 its obligations under 7a through p of these Specifications 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, ensures that the concrete benefits of the program are reflected to the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates 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.

I. 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 a 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 under utilized).

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

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

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

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

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

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

10. COMPLIANCE WITH EQUAL OPPORTUNITY PROVISIONS FOR CONSTRUCTION PROJECTS (EO 11246, Subpart B - Contractors' Agreements SEC. 202)
During the performance of this contract, the contractor agrees as follows:
A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
11. SECTION 3 (24 CFR 135.38)

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

12. CERTIFICATION OF NONSEGREGATED FACILITIES

By signing the Bid Proposal, the Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities
are maintained. The Bidder agrees that a breach of this certification will be a violation of the
Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this
certification, the term segregated facilities means any waiting rooms, work areas, restrooms and
washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or
dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation,
and housing facilities provided for employees which are segregated by explicit directive or are in
fact segregated on the basis of race, color, religion, or national origin, because of habit, local
custom, or otherwise. The Bidder agrees that (except where he has obtained identical
certification from proposed sub-contractors for specific time periods) he will obtain identical
certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000
which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain
such certifications in his files.

*Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

13. FEDERAL LABOR STANDARDS PROVISIONS

A. Applicability
The Project or Program to which the construction work covered by this contract pertains
is being assisted by the United States of America and the following Federal Labor
Standards Provisions are included in this Contract pursuant to the provisions applicable to
such Federal assistance.

B. Minimum Wages
1. All laborers and mechanics employed or working upon the site of the work (or
under the United States Housing Act of 1937 or under the Housing Act of 1949 in
the construction or development of the project), will be paid unconditionally and
not less often than once a week, and without subsequent deduction or rebate on
any account (except such payroll deductions as are permitted by regulations
issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full
amount of wages and bona fide fringe benefits (or cost equivalents thereof) due at
time of payment computed at rates not less than those contained in the wage
determination of the Secretary of Labor which is attached hereto and made a part
hereof, regardless of any contractual relationship which may be alleged to exist
between the contractor and such laborers and mechanics. Contributions made or
costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of
the Davis-Bacon Act on behalf of laborers or mechanics are considered wages
paid to such laborers or mechanics, subject to the provisions of 29 CFR
5.5(a)(l)(iv); also, regular contributions made or costs incurred for more than a
weekly period (but not less often than quarterly) under plans, funds, or programs,
which cover the particular weekly period, are deemed to be constructively made
or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits
on the wage determination for the classification of work actually performed,
without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborors or
mechanics performing work in more than one classification may be compensated
at the rate specified for each classification for the time actually worked therein:
Provided, That the employer's payroll records accurately set forth the time spent
in each classification in which work is performed, The wage determination
(including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(l)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

- The classification is utilized in the area by the construction industry; and

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

3. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

4. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise) HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

5. The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (B)(2) or (3) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(b) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations, under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

C. Withholding

HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

D. Payrolls and Basic Records

1. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(l)(iv) that the wages of any laborer or
mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the cost anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). 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 029-005-00014-1), U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

   (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) and that such information is correct and complete;
   (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
   (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

3. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph D(2) of this section.
4. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

5. The contractor or subcontractor shall make the records required under paragraph D(1) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

E. Apprentices and Trainees

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 U.S. Department of Labor, 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 or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a state Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be
permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

F. Trainees
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

G. Equal Employment Opportunity
The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

H. Compliance with Copeland Act Requirements
The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

I. Subcontractors
The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

K. Contract termination; debarment
A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
L. Compliance with Davis-Bacon and Related Act Requirements
All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

M. Disputes concerning labor standards.
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

N. Certification of Eligibility
1. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

2. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., Federal Housing Administration transactions”, provides in part: “Whoever, for the purpose of…. influencing in any way the action of such Administration...makes, utters or publishes any statement knowing the same to be false… shall be fined not more than $5,000 or imprisoned not more than two years, or both."

O. Complaints, Proceedings, or Testimony by Employees
No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified, or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

P. Contract Work Hours and Safety Standards Act
As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements
No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless
such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek in any contract in an amount in excess of $100,000.

2. Violation; liability for unpaid wages; liquidated damages
In the event of any violation of the clause set forth in subparagraph P(1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages.

In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph P(1) of this paragraph, in the sum of $10 for each calendar day which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph P(1) of this paragraph.

3. Withholding for unpaid wages and liquidated damages
HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract with the same prime contract, 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 subparagraph P(2) of this paragraph.

4. Subcontracts
The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph P(1) through P(4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs P(1) through P(4) of this paragraph.

5. Health and Safety
A. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

B. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
C. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. CLEAN AIR AND WATER POLLUTION CONTROL ACTS

The contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act (33 USC 1251 et seq.), the Clean Air Act (42 USC 1857 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Parts 15 and 61) including the following requirements:

A. The Contractor warrants that any facility utilized in the performance of this agreement is not listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20 as of the date of contract award.

B. The Contractor will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said sections and all regulations and guidelines issued thereunder.

C. The Contractor agrees that as a condition for the award of this contract he will notify the owner of the receipt of any communication from the Assistant Administrator of EPA that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities; and will make any such notification promptly prior to contract award.

D. The Contractor will include or cause to be included the criteria and requirements in paragraphs (A) through (D) of this article in every non-exempt subcontract and will take such action as the United States Government or its agencies may direct as a means of enforcing such provisions.
GENERAL WAGE DECISION

U.S. Department of Labor

The following Federal Davis-Bacon wage rates are made a part of this agreement. The Contractor is responsible for complying with the current Federal wage decision during the construction period.

CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

Name of Prime Contractor ___________________________ Project Name & Number ___________________________

The undersigned certified that:

(a) Section 3 provisions are included in the Contract.
(b) If contract equals or exceeds $100,000 Clark County Section 3 report will be submitted with the final pay estimate.
(c) No segregated facilities will be maintained.

Name & Title of Signer (print or type)

__________________________________  ____________________
Signature        Date
## JUNE 2011 WASHINGTON DAVIS-BACON WAGE RATES

**GENERAL DECISION:** WA20100001 06/10/2011 WA1

**Date:** June 10, 2011  
**General Decision Number:** WA20100001 06/10/2011  
**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)

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**CARP0001-008 09/01/2009**

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**Carpenters:**  
**COLUMBIA RIVER AREA -**  
ADAMS, BENTON, COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GRANT, OKANOGAN (EAST OF THE 120TH MERIDIAN) AND WALLA WALLA COUNTIES  
**GROUP 1:** $27.73 10.56  
**GROUP 2:** $29.73 10.56  
**GROUP 3:** $28.00 10.56  
**GROUP 4:** $27.73 10.56  
**GROUP 5:** $63.50 10.56
GROUP 6 ......................... $ 30.75            10.56
GROUP 7 ......................... $ 31.75            10.56
GROUP 8 ......................... $ 28.00            10.56
GROUP 9 ......................... $ 33.75            10.56

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/MILLRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).
CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).
CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).
CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main
Post Office of established residence of employee (Whichever is closest to the worksite).

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

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

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

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

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

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

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

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

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

LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

SOUTHWEST WASHINGTON: CLARK, COWLITZ, Klickitat, Lewis(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA AND WAHKIAKUM COUNTIES and INCLUDES THE ENTIRE PENINSULA WEST OF WILLAPA BAY

SEE ZONE DESCRIPTION FOR CITIES BASE POINTS
ZONE 1:

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

CARP0770-003 06/01/2009

Rates          Fringes
Carpenters:
   CENTRAL WASHINGTON:
   CHELAN, DOUGLAS (WEST OF
   THE 120TH MERIDIAN),
   KITITTAS, 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
Piledriver, 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

CARPO770-006 06/01/2009

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,
FULLING, 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 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

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

* ELEC0048-003 01/01/2011

CLARK, Klickitat and Skamania Counties

Rates          Fringes
CABLE SPLICER....................$ 39.66       13.55 + 3%
ELECTRICIAN......................$ 36.05 13.55 + 3%

HOURLY ZONE PAY:

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

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

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

*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

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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

----------------------------------------------------------------

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 07/01/2010
ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

Rates Fringes
CABLE SPLICER....................$ 36.70 3%+13.73
ELECTRICIAN......................$ 35.20 3%+14.23

----------------------------------------------------------------

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

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ELEC0191-004 02/01/2010
CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

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ELEC0970-001 01/01/2009

COWLITZ AND WAHKIAKUM COUNTY

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ENG10302-003 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):

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Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - $1.00
Zone 3 (Over 45 radius miles) - $1.30

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and 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; Scrapers-concrete and carry-all; Service engine-equipment; Trenching machines; Truck Crane Oilier/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 Manliftpermanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

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

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

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

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

HANDLING OF HAZARDOUS WASTE MATERIALS:

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

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

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

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

H-4 Class "A" Suit - Base wage rate plus $ .75 per hour.

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler-asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oilier/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish machine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

CATEGORY B PROJECTS: 95% OF THE BASIC HOURLY RATE FOR EACH GROUP PLUS FULL FRINGE BENEFITS APPLICABLE TO CATEGORY A PROJECTS SHALL APPLY TO THE FOLLOWING PROJECTS. REDUCED RATES MAY BE PAID ON THE FOLLOWING:

1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than $1 million where no building is
involved. Surfacing and paving including, but utilities excluded.

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

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designed hazardous perimeter shall be 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.

----------------------------------------------------------------
ENGI0370-002 06/01/2010

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:

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<tr>
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<th>Rates</th>
<th>Fringes</th>
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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; Oilier 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 Oilier-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 (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pumpcrete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oilier; 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 Operator (self-propelled);
Refrigeration Plant Engineer (1000 tons & over); Signalman
(Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches
& Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade
wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes
& Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units);
Batch & Wet Mix Operator (multiple units, 2 & incl. 4);
Blade Operator (motor patrol & attachments); Cable
Controller (dispatcher); Compactor (self-propelled with
blade); Concrete Pump Boom Truck; Concrete Slip Form Paver;
Cranes (over 25 tons, to and including 45 tons), all
attachments including clamshell, dragline; Crusher, Grizzle
& Screening Plant Operator; Dozer, 834 R/T & similar; Drill
Doctor; Loader Operator (front-end & overhead, 4 yds. incl.
8 yds.); Multiple Dozer Units with single blade; Paving
Machine (asphalt and concrete); Quad-Track or similar
equipment; Rollerman (finishing asphalt pavement); Roto
Mill (pavement grinder); Scrapers, all, rubber-tired;
Screed Operator; Shovel (under 3 yds.); Trenching Machines
(7 ft. depth & over); Tug Boat Operator Vactor guzzler,
super sucker; Lime Batch Tank Operator (REcycle Train);
Lime Brain Operator (Recycle Train); Mobile Crusher
Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds
& over); Blade (finish & bluetop) Automatic, CMI, ABC,
Finish Athey & Huber & similar when used as automatic;
Cableway Operators; Concrete Cleaning/Decontamination
machine operator; Cranes (over 45 tons to but not including
85 tons), all attachments including clamshell and dragline;
Derricks & Stifflegs (65 tons & over); Elevating Belt
(Holland type); Heavy equipment robotics operator; Loader
(360 degrees revolving Koehring Scooper or similar);
Loaders (overhead & front-end, over 8 yds. to 10 yds.);
Rubber-tired Scrapers (multiple engine with three or more
scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads,
ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform
Trailers (Goldhofer, 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.

ENG10612-006 06/01/2009

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

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

Zone 1 (0-25 radius miles):

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<tr>
<th>Power equipment operators:</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>GROUP 1A ..................</td>
<td>$35.79</td>
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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 tons to 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in height, bas to boom

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

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

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

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler-asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

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

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

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ENGI0701-002 01/01/2011

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

POWER EQUIPMENT OPERATORS: ZONE 1

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<td>Power equipment operators: (See Footnote A)</td>
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<td>GROUP 1..........$ 37.27</td>
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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; Bulldozer 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 (without 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; FILEDIVERS: 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; 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 cu. yds.; Grade-all Operator; SURFACE (BASE) MATERIAL: Blade mounted spreaders, Ulrich and similar types; TRACTOR-RUBBERED TIRED: Tractor operator, rubber-tired, over 50 hp flywheel; Tractor operator, with boom attachment; Rubber-tired dozers and pushers (Michigan, Cat, Hough type); Skip Loader, Drag Box; TRENCHING MACHINE: Trenching Machine operator, digging capacity over 3 ft depth; Back filling machine operator; TUNNEL: Mucking machine operator.

GROUP 5: ASPHALT: Extrusion Machine Operator; Roller Operator (any asphalt mix); Asphalt Burner and Reconditioner Operator (any type); Roto-Mill, pavement profiler, ground man; BULLDOZERS: Bulldozer operator, 20,000 lbs. or less or 100 horse or less; COMPRESSORS: Compressor Operator (any power), over 1,250 cu. ft. total capacity; COMPACTORS: Compactor Operator, including vibratory; Wagner Pactor Operator or similar type (without blade); CONCRETE: Combination mixer and Compactor Operator, gunite work; Concrete Batch Plant Quality Control Operator; Beltcrete Operator; Pumcrete 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: Churm Drill and Earth Boring Machine Operator; Vacuum Truck; Directional Drill Operator over 20,000 lbs pullback; FLOATING EQUIPMENT: Fireman; FORKLIFT: Fork Lift, over 10 ton and/or robotic; HYDRAULIC HOES EXCAVATORS: Hydraulic Backhoe Operator, wheel type (Ford, John Deere, Case type); Hydraulic Backhoe Operator track type up to and including 20,000 lbs.; LOADERS: Loaders, rubber- tired type, less than 25,000 lbs; Elevating Grader Operator, Tractor Towed requiring Operator or Grader; Elevating loader operator, Athey and similar types; OILERS: Service oiler (Greaser); PIPELINE-SEWER WATER: Hydra hammer or similalr types; Pavement Breaker Operator; PUMPS: Pump Operator, more than 5 (any size); Pot Rammer Operator; RAILROAD EQUIPMENT: Locomotive Operator, under 40 tons; Ballast Regulator Operator; Ballast Tamper Multi-Purpose Operator; Track Liner Operator; Tie Spacer Operator; Shuttle Car Operator; Locomotive Operator, 40 tons and over; MATERIAL HAULERS: Cat wagon DJB's Volvo similar types; Conveyed material hauler; SURFACING (BASE) MATERIAL: Rock Spreaders, self-propelled; Pulva-mixer or similar types; Chip 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 (excluding working platform); Fork Lift or Lumber Stacker Operator, construction job site; Ross Carrier Operator, construction job site; Lull Hi-Lift Operator or Similar Type; GUARDRAIL EQUIPMENT: Oiler; Auger Oiler; Oiler, combination guardrail machines; Guardrail Punch Oiler; HEATING PLANT: Temporary Heating Plant Operator; LOADERS: Bobcat, skid steer (less than 1 cu yd.); Bucket Elevator Loader Operator, BarberGreene and similar types; OILERS: Oiler; Guardrail Punch Oiler; Truck Crane Oiler-Driver; Auger Oiler; Grade Oiler, required to check grade; Grade Checker; Rigger; PIPELINE-SEWER WATER: Tar Pot Fireman; Tar Pot Fireman (power agitated); PUMPS: Pump Operator (any power); Hydrostatic Pump Operator; RAILROAD EQUIPMENT: Brakeman; Oiler; Switchman; Motorman; Ballast Jack Tamper Operator; SHOVEL, DRAGLINE, CLAMSHELL, SKOOPER, ETC. OPERATOR: Oiler,
Grade Oiler (required to check grade); Grade Checker; Fireman; SWEEPER: Broom operator, self propelled, construction job site; SURFACING (BASE) MATERIAL: Roller Operator, grading of base rock (not asphalt); Tamping Machine operator, mechanical, self-propelled; Hydrographic Seeder Machine Operator; TRENCHING MACHINE: Oiler; Grade Oiler; TUNNEL: Conveyor operator; Air filtration equipment operator

IRON00014-005 07/01/2010

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

<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>IRONWORKER.......................$ 31.09</td>
<td>19.60</td>
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IRON0029-002 07/01/2010

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

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IRON0086-002 07/01/2010

YAKIMA, KITTITAS AND CHELAN COUNTIES

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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

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<tr>
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LABO00001-002 06/01/2009

ZONE 1:

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<td>Laborers: CALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (NORTH OF STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH,</td>
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<tr>
<td>COUNTY GROUP</td>
<td>RATE (GROUP 1)</td>
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<tr>
<td>THURSTON AND WHATCOM</td>
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<td>GROUP 5</td>
<td>$32.21</td>
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<td>CHELAN, DOUGLAS (WEST OF THE 120TH MERIDIAN), KITITAS AND YAKIMA</td>
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<tr>
<td>GROUP 1</td>
<td>$17.95</td>
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<tr>
<td>GROUP 2</td>
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<td>$23.09</td>
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<td>GROUP 5</td>
<td>$23.48</td>
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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, airtrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and gas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

* LAB00238-004 06/01/2011

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

<table>
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<td>GROUP 1.................$ 21.31</td>
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<td>GROUP 3.................$ 23.68</td>
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<td>GROUP 4.................$ 23.95</td>
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<td>GROUP 5.................$ 24.23</td>
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<td>LABORER (Spokane)</td>
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<td>GROUP 3.................$ 23.38</td>
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<td>GROUP 4.................$ 23.65</td>
<td>10.00</td>
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<tr>
<td>GROUP 5.................$ 23.93</td>
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</tbody>
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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 squeezcrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoeman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoeman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

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

GROUP 4: Air and Hydraulic Track Drill; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete
stacks for smoke or fume control above 40 feet high);
Gunite (to include operation of machine and nozzle);
Hazardous Waste Worker, Level B (uses same respirator
protection as Level A. A supplied air line is provided in
conjunction with a chemical "splash suit"); High Scaler;
Laser Beam Operator (to include grade checker and elevation
control); Miner, Class C (to include miner, nozzleman for
cement, 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); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker,
Level A (utilizes a fully encapsulated suit with a
self-contained breathing apparatus or a supplied air line);
Miner Class "D", (to include raise and shaft miner, laser
beam operator on riases and shafts)

GROUP 6 - Powderman

LAB00238-006 07/26/2010

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

Rates Fringes
Hod Carrier..........................$ 24.00            9.64

LAB00335-001 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

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: GOLDEDALE, LONGVIEW, AND VANCOUVER
ZONE 1: Projects within 30 miles of the respective city all.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

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

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

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

----------------------------------------------------------------
LAB00335-019 06/01/2008

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$29.58</td>
<td>8.40</td>
</tr>
</tbody>
</table>

PAIN0005-002 07/01/2010

STATEWIDE EXCEPT CLARK, COWLITZ, Klickitat, Pacific (South), Skamania, and Wahkiakum Counties

Rates Fringes

Painters:
STRIPIERS....................$27.74 11.66

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

Painters:
Application of Cold Tar Products, Epoxies, Polyurethanes, 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.

PAIN0055-002 04/01/2011

CLARK, COWLITZ, Klickitat, Pacific, Skamania, and Wahkiakum Counties

Painters:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brush &amp; Roller............ $20.00</td>
<td>7.71</td>
</tr>
<tr>
<td>High work - All work 60 ft. or higher............ $23.05</td>
<td>7.71</td>
</tr>
<tr>
<td>Spray and Sandblasting...... $23.05</td>
<td>7.71</td>
</tr>
</tbody>
</table>

* PAIN0055-007 06/01/2011

CLARK, Cowlitz, Klickitat, Skamania and Wahkiakum Counties

Painters:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>HIGHWAY &amp; PARKING LOT STRIPER.................. $33.46</td>
<td>8.81</td>
</tr>
</tbody>
</table>

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

Cement Mason/Concrete Finisher

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONE 1..................... $24.53</td>
<td>11.32</td>
</tr>
</tbody>
</table>

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

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

* PLAS0528-001 06/01/2011

Clallam, Cowlitz, Grays Harbor, Island, Jefferson, King, Kitsap, Lewis, Mason, Pacific, Pierce, San Juan, Skagit, Snohomish, Thurston, Wahkiakum and Whatcom Counties

Cement Masons:

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CEMENT MASON................ $35.40</td>
<td>13.75</td>
</tr>
<tr>
<td>COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE....... $35.90</td>
<td>13.75</td>
</tr>
<tr>
<td>TROWLING MACHINE OPERATOR ON COMPOSITION............. $36.90</td>
<td>13.75</td>
</tr>
</tbody>
</table>
### CLARK, Klickitat and Skamania Counties

#### Zone 1:

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cement Masons:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD</td>
<td>$29.94</td>
<td>15.59</td>
</tr>
<tr>
<td>CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD</td>
<td>$29.41</td>
<td>15.59</td>
</tr>
<tr>
<td>CEMENT MASONS</td>
<td>$28.87</td>
<td>15.59</td>
</tr>
<tr>
<td>COMPOSITION WORKERS AND POWER MACHINERY OPERATORS</td>
<td>$29.41</td>
<td>15.59</td>
</tr>
</tbody>
</table>

**Zone Differential (Add To Zone 1 Rates):**
- Zone 2 - $0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 3.00

**Base Points:** Bend, Corvallis, Eugene, Medford, Portland, Salem, The Dalles, Vancouver

- **ZONE 1:** Projects within 30 miles of the respective city hall
- **ZONE 2:** More than 30 miles but less than 40 miles from the respective city hall.
- **ZONE 3:** More than 40 miles but less than 50 miles from the respective city hall.
- **ZONE 4:** More than 50 miles but less than 80 miles from the respective city hall.
- **ZONE 5:** More than 80 miles from the respective city hall

---

### 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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Truck drivers:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ZONE 1 GROUP 1</td>
<td>$26.90</td>
<td>12.75</td>
</tr>
<tr>
<td>ZONE 1 GROUP 2</td>
<td>$27.02</td>
<td>12.75</td>
</tr>
<tr>
<td>ZONE 1 GROUP 3</td>
<td>$27.15</td>
<td>12.75</td>
</tr>
<tr>
<td>ZONE 1 GROUP 4</td>
<td>$27.41</td>
<td>12.75</td>
</tr>
<tr>
<td>ZONE 1 GROUP 5</td>
<td>$27.63</td>
<td>12.75</td>
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<tr>
<td>ZONE 1 GROUP 6</td>
<td>$27.79</td>
<td>12.75</td>
</tr>
<tr>
<td>ZONE 1 GROUP 7</td>
<td>$27.99</td>
<td>12.75</td>
</tr>
</tbody>
</table>

**Zone Differential (Add to Zone 1 Rates):**
- Zone 2 - $0.65
- Zone 3 - 1.15
- Zone 4 - 1.70
- Zone 5 - 2.75
BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

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

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

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

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

* TEAM0174-001 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 center of listed cities*): Add $1.00 per hour to Zone A rates.

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

BELLINGHAM CENTRALIA RAYMOND OLYMPIA
EVERETT SHELTON ANACORTES BELLEVUE
SEATTLE 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: +$2.25 per hour - This level uses an air purifying
respirator or additional protective clothing.
LEVEL B: +$2.50 per hour - Uses same respirator protection as
Level A. Supplied air line is provided in conjunction with
a chemical "splash suit."
LEVEL A: +$2.75 per hour - This level utilizes a fully-
encapsulated suit with a self-contained breathing apparatus
or a supplied air line.

TEAM0760-002 06/01/2009

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Truck drivers: (ANYONE</td>
<td></td>
</tr>
</tbody>
</table>
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 is conjunction 
with a chemical splash suit or fully encapsulated suit with 
a self-contained breathing apparatus. 

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

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

----------------------------------------------------------------

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

----------------------------------------------------------------

Unlisted classifications needed for work not included within 
the scope of the classifications listed may be added after 
award only as provided in the labor standards contract clauses 
(29CFR 5.5 (a) (1) (ii)).

----------------------------------------------------------------

In the listing above, the "SU" designation means that rates 
listed under the identifier do not reflect collectively 
bargained wage and fringe benefit rates. Other designations 
indicate unions whose rates have been determined to be 
prevailing.

----------------------------------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can 
be:
* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================
END OF GENERAL DECISION
CITY OF LA CENTER SPECIAL PROVISIONS
CITY OF LA CENTER
SPECIAL PROVISIONS

STANDARD SPECIFICATIONS

The Standard Specifications for this project shall be the "2010 Standard Specifications for Road, Bridge, and Municipal Construction as prepared by the Washington State Department of Transportation and the Washington State Chapter of the American Public Works Association, and as amended under Amendments to the Standard Specifications.

All modifications made in these Special Provisions shall take precedence over the Standard Specifications and the Amendments to the Standard Specifications. The reference made herein shall only mean the inclusion of the specific technical section referenced, and shall include any amendments made, if applicable.

All number references in these Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications bearing like numbers.

It should be understood that all references to state officers in the Standard Specifications shall mean the corresponding City of La Center officers for the purpose of this contract. For example, all references to the Highway Commission shall mean the City of La Center Council and all references to the Director of Highway shall mean the City’s Director of Public Works, etc. Also, any references to Thurston County shall be understood to mean the City of La Center.

A copy of the Standard Specifications is available for review at the office of the Engineer.

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

Amend as follows:

Engineer. La Center City Engineer, or his designated representatives.

Owner. Council of the City of La Center as represented by it's authorized officers, employees, or agents.

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.2 Award of Contract

Add the following paragraph:

“The award of the contract shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions of the Agreement. Consideration shall be given to contractor integrity, compliance with public
policy, record of past performance, and financial and technical resources. Any and all bids may be rejected when there are sound documented reasons for doing so. The Owner reserves the right to make these judgments. The Owner will award the contract within forty-five (45) days after the Bid Opening.

The “lowest responsible Bidder” shall be determined from the Contract Unit Bid Prices and Bid Proposal if selected by the Owner.”

1-04 SCOPE OF WORK

Add the following paragraph:

“The work to be performed under these specifications and accompanying plans consists of road reconstruction on 6th Street from Cedar – Elm Avenue and Dogwood Avenue from 5th – 6th Street. A pervious concrete pedestrian path will be installed on the three above mentioned blocks separated from the road by a planter strip.”

1-05 CONTROL OF WORK

1-05.3 Plans and Working Drawings

Add the following paragraph:

"The City will furnish to the Contractor, free of charge, three (3) copies of the contract documents. Additional copies of the contract documents may be obtained on request by paying a $25 fee. The Contractor shall keep one copy of the contract documents on the project, in good order, available to the Engineer and to his representatives. All plans, drawings, specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed contract set, are to be returned to him on request at the completion of the work."

1-05.10(1) Guarantees

Add the following paragraph:

"The Contractor shall guarantee all work for a period of one year from and after the date of acceptance of the work by the Owner."

1-05.12 Final Acceptance

Add the following paragraphs:

"Prior to substantial completion, the City, with the approval of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for
every act and neglect of the City and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminishes the City’s rights under the guaranty provisions."

1-06 CONTROL OF MATERIAL

1-06.2(1) Samples and Tests for Acceptance
Section 1-06.2(2) is supplemental as follows:

Material sampling for testing may be performed up to and including the point of incorporation of the respective material into the project. The definition of “qualified testing personnel and calibrated or verified equipment” shall not be referenced to the WAQTC requirements.

The Contractor shall provide passing test results to the Engineer for all sources and materials proposed for backfill prior to use.

If material fails to meet specifications, and re-test is performed on material from the same source by a private laboratory, the re-testing shall be at the Contractor’s expense.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.2 State Taxes

Add the following paragraph:

"The Contractor shall include Washington State Retail Sales Tax in the Unit Bid Prices and shall conform to the requirements of Section 1-07.2 of the "Standard Specifications."

1-07.5(3) State Department of Ecology

Sand and Gravel Source Compliance to the Clean Water Act
Each sourcesupplier of sand and gravel for this project will provide either a current Sand and Gravel permit number issued by the Washington State Department of Ecology, or a current Application for Coverage, also issued by the Department of Ecology prior to source approval.

1-07.9 Wages

Add the following paragraph:

“It shall be the Contractor's responsibility to determine current Davis-Bacon Wage Rates as necessary for the completion of the project."

1-07.16 PROTECTION AND RESTORATION OF PROPERTY

Section 1-07.16 is supplemented with the following:
**Temporary Construction Permits/Property Owner Agreements**
Temporary Construction Permits (or permanent slope easements) and Property Owner Agreements have been obtained by The City of La Center for properties requiring cut or fill, smooth transitions from new construction to existing ground, or other specified work outside the right-of-way lines. The Contractor is responsible for complying with the construction requirements of all Temporary Construction Permits and Property Owner Agreements.

Copies of all available Temporary Construction Permits and Property Owner Agreements for this project are available for review at the following address:

Attn: Bart Stepp, City Engineer  
City of La Center  
419 E. Cedar Avenue, Ste A201  
La Center, WA 98629  
Telephone (360) 263-2889

**Measurement and Payment—Temporary Construction Permits/Property Owner Agreements Work**
Measurement and payment for Temporary Construction Permits/Property Owner Agreements Work will be by lump sum for work shown on the plans but not included in other bid items, and for work listed in Part 4 – Miscellaneous Items. Temporary Construction Permits/Property Owner Agreements Work not shown on the plans or not listed in Part 4 will be negotiated for payment by change order.

1-07.17 Utilities and Similar Facilities

Add the following paragraphs:

"The Contractor shall call the Northwest Utilities Notification Center (One Call Center) at 1-800-424-5555 for field location, not less than two or more than ten working days before the scheduled date for commencement of excavation which may affect underground utility facilities. The Contractor shall under no circumstances expose any utility without first obtaining permission from the appropriate utility agency.

The Contractor shall be solely and directly responsible to the Owner and Owners of Utilities for any and all damage, disruption of service, or claims which may result from the construction operations. The Contractor shall make all necessary arrangements for protection of existing power and telephone lines in the vicinity of this Contract that interfere with construction.

Neither the Owner nor its officers or agents shall be responsible to the Contractor for damages as a result of the Contractor's failure to protect utilities encountered in the work.

Restoration of utilities damaged by the Contractor, his agents or employees, shall be accomplished by the utility involved at the Contractor's expense."

1-07.18 Public Liability and Property Damage Insurance
1-07.18 Insurance
(May 10, 2006 APWA GSP)

1-07.18(1) General Requirements

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

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

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

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

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

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

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

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

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

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

**1-07.18(2) Additional Insured**

All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the City of La Center and its officers, elected officials, employees, agents, and volunteers

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

**1-07.18(3) Subcontractors**

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

**1-07.18(4) Evidence of Insurance**

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

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.

3. Any other amendatory endorsements to show the coverage required herein.

**1-07.18(5) Coverages and Limits**

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

**1-07.18(5)A Commercial General Liability**

A policy of Commercial General Liability Insurance, including:

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

Such policy must provide the following minimum limits:

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

Stop Gap / Employers’ Liability

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

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

$1,000,000  combined single limit

1-07.18(5)C  Workers’ Compensation
The Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-08 PROSECUTION AND PROGRESS

1-08.5  Time For Completion
Add the following paragraph:

"The project shall be completed in its entirety within forty working days (40) after the date of the Notice to Proceed."

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

When any of these holidays fall on a Sunday, the following Monday shall be counted a nonworking day. When the holiday falls on a Saturday, the preceding Friday shall be counted a nonworking day. The days between December 25 and January 1 will be classified as nonworking days.
1-08.7 Maintenance During Suspension

The Contractor shall maintain the erosion and sediment control even if the Contracting Agency is performing the routine maintenance work on the other items.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2(1) Traffic Control Management

The Traffic Control Supervisor shall be certified by one of the following:

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

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

1-10.2(2) Traffic Control Plans

The Contractor’s proposed traffic control plan(s) or any proposed modified plan(s) shall be submitted to the Engineer for review and approval at least five (5) working days in advance of the time the new plan will be implemented. No work can commence on this project until the traffic control plans submitted by the Contractor have been approved and all required traffic control devices are in place. All traffic control plans shall conform to Section 1-10.2(3).

The proper signing and warning devices shall be in place to protect bicycle and pedestrian traffic at all times. It shall be the contractor’s responsibility to monitor and maintain the TCD’s as necessary.

The Contractor shall maintain access for local residents. Detours shall be established for non-local traffic by using 5th Street and Elm Avenue.

1-10.5 Payment

Add the following:

All costs associated with maintaining pedestrian access control and protection shall be included in the lump sum price for “Project Temporary Traffic Control”.

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.4 Measurement
Add the following:

No unit of measurement shall apply to the lump sum price for “Roadside Cleanup”.

“Roadside Cleanup” shall include minor grading of slopes and restoration of all property, landscaping, and approaches to original condition that are adjacent to, impacted by, or on which work has occurred. Final clean up shall be to the satisfaction of the Engineer and per Section 1-04.11.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

No. 1 in the first paragraph of Section 2-02.3(3) are revised to read as follows:

1. Haul broken-up pieces to an approved off-site location.

Add the following:

**Structures and Obstructions:** The following items of work shall be included in the removal of structures and obstructions:

- Removal of Storm Pipe
- Removal of Culvert Pipe

2-02.4 Measurement

Add the following:

Measurement of sawcutting will be by the linear foot of completed sawcut, regardless of depth.

2-02.4 Payment

Add the following:

“Sawcut”, per linear foot.

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.3 Construction Requirements

Add the following:

When excavating the existing road, the Contractor shall also excavate a 24.0 feet width of existing asphalt and shoulder to design subgrade depth and replace with a minimum 0.35 feet of HMA on 0.90 feet of compacted crushed surfacing base course. The new pavement width will be 22’ with 1’ of gravel shoulder on each side.

2-03.4 Measurement
Add the following:

“Roadway Excavation Incl. Haul”, shall be measured by the cubic yard as required for sidewalks and new road excavation. “Embankment Compaction” is calculated at approximately 160 CY, and shall be considered incidental to this work.

All other earthwork required for construction for yard areas on either side of the road and sidewalk shall be incidental to the bid items “Roadside Cleanup”, “Sod Installation”, “Pervious Concrete Sidewalk”, and “Cement Concrete Driveway Entrance”.

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

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

2-03.4 Payment

Add the following:

“Roadway Excavation, Incl. Haul” shall include embankment compaction, excavation of sidewalks, driveways, asphalt, base material and other material from the original ground elevation to subgrade as shown on the plans, and shall be included in the cubic yard cost.

2-06 SUBGRADE PREPARATION

2-06.3 Construction Requirements

2-06.3(1) Subgrade for Surfacing

Add the following:

In addition to the required compaction tests, the finished subgrade will be subject to a proof-loading test using a fully loaded water truck or equivalent. The Contractor shall replace or reconstruct any failing areas marked by the Engineer until underlying firmness and top layer compaction are achieved. No additional pay will be made for testing or achieving compaction.

2-06.3(2) Subgrade for Pavement

Add the following:

In both cut and fill sections, the material underneath the approaches shall be compacted to 95% density in the same manner and to the same degree as specified in Section 2-03.3(14)D.

2-06.5 Measurement and Payment
Section 2-06.5 is supplemented with the following:

Road Approach Subgrade Preparation shall be measured per each. Work shall include pavement removal, excavation, embankment, compaction, and other subgrade preparation work beyond the limits of the roadway including the road approach extension, regardless of the road approach dimensions.

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

“Road Approach Subgrade Preparation”, per each shall be full pay for all work involved.

2-07 WATERING

Add the following:

The Contractor shall obtain water at his expenses, in a legal manner. The Contractor may not obtain water from natural sources without permission from local authorities that have jurisdiction.

5-04 HOT MIX ASPHALT

5-04.1 Hot Mix Asphalt

Add the following:

Any reference in the Plans or Specifications to Asphalt Concrete Pavement, ACP, or AC shall be equivalent to the terms Hot Mix Asphalt or HMA.

5.04.3 Construction Requirements

Add the following:

The Contractor shall tack and sand all edges, cold joints, and tapers which join existing asphalt pavement with new asphalt around the new curb and sidewalk ramp areas.

5-04.3(5)E Pavement Repair

Sawcutting and Removal
The Contractor shall remove the existing edge prior to placing HMA by sawcutting the existing pavement, vertically and in a straight line along the cut lines marked in the field. The cuts shall be made a sufficient distance from the area of excavation to remove damaged pavement and expose voids under the pavement where the subgrade has subsided, or where the pavement has broken or cracked. Pavement edges on opposite sides of trenches shall be cut parallel to each other.

Paving for Pavement Repair Areas:
Pavement placement shall be in accordance with the following and as directed by the Engineer:
1. Compaction requirements: The in place pavement density shall be at least 92% of theoretical maximum per WSDOT FOP for AASHTO T 209.

2. Surface smoothness will be measured for acceptance according to Section 5-04.3(13).

5-04.3(8)A1 General

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

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

The third paragraph is revised to read:

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

7-04 STORM SEWERS

7-04.1 Description

Add the following:

Pipe zone bedding shall be in accordance with the City of La Center Standard Plans.

7-04.2 Description

Add the following:

All Schedule A Storm Sewer Pipe shall be PE or PVC.

The material requirements for 12 inch pipe shown on the Storm Sewer Pipe Schedule shall apply to 6 inch, 8 inch and 10 inch storm sewer pipes.

7-04.3 (1)A General

Add the following:

While the Engineer reserves the right to make additional tests for cause, it is not anticipated that exfiltration, air pressure testing, or deflection testing will be required.

7-04.5 Payment

Add the following:

“Schedule A Storm Sewer Pipe, ___In. Diam.,”, per linear foot.

The unit contract price per linear foot for Storm Sewer Pipe of the kind and size specified shall include all costs for furnishing and installing the pipe, including excavation, pipe zone
bedding, backfill, compaction, testing, connections to existing pipes, plugs for pipe branches and stubs that are not being connected to the system on this project, and beveling or other end treatments required.

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

7-05.2 Materials

Add the following:

**PVC Area Drain with Dome Grate, ___ In. Diam.**
PVC area drain with dome grate shall be as detailed in the plans.

7-05.5 Payment

Add the following:

“PVC Area Drain with Dome Grate, ___ In. Diam.”, per each.

“Connection to Drainage Structure” shall include all costs associated with each connection of an existing sewer line to a new structure, and each time an existing manhole channel is reformed. All costs associated with connecting a new pipe to an existing stub-out shall be included in the cost of the new pipe.

7-09 WATER MAINS

7-09.1 Description

Section 7-09.1 is supplemented with the following:

Work includes adjustment of all water valves, lids, covers, meters, and fire hydrants according to sections 7-09, 7-12, 7-14 and 7-15.

7-09.3 Construction Requirements

Section 7-09.3 is supplemented with the following:

Service connections, relocation of water valve boxes, meters, and hydrants shall be coordinated with the Utility. Any shut down of water service shall be coordinated with the Utility, Engineer, Fire Department and Property Owner or Tenant.

**Water Valve Boxes:** All water/gas valve boxes shall be adjusted to the vertical location that matches the grade of the new street.

**Water Meter Box and Service:** All water boxes and services shall be relocated behind the sidewalk. Slight adjustment to water meter boxes shall be included in this item.

7-09.4 Measurement
Section 7-09.4 is supplemented with the following:

The measurement per each for the following items shall include all work to excavate, furnish and assemble the completed installation including accessories, backfill, and do any asphalt restoration work.

“Adjust Water/Gas/Sanitary Valve Rim, Cover, or Frame” shall be measured per each for each unit actually adjusted.
“Adjust Meter Box and Service” shall be measured per each for each unit actually adjusted.

7-09.5 Payment

Section 7-09.5 is supplemented with the following:

"Adjust Water/Gas/Sanitary Valve Rim, Cover, or Frame”, per each.
“Adjust Water Meter Box and Service”, per each.

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Erosion Control and Water Pollution Control

Section 8-01.1 is supplemented with the following:

Best Management Practice (BMP) means physical, structural, and managerial practices that when used singly or in combination prevent or reduce erosion.

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

Erosion Control and Spill Prevention Reinspection Fee
It is the Contractor’s responsibility to maintain and monitor all erosion control BMP’s and contain and correct any hazardous spills. If the Engineer notes a spill or a BMP that is failing and informs the Contractor of the failure, the Contractor shall correct the problem within 24 hours. If the spill is not contained or corrected or the BMP is not fixed within 24 hours, the Engineer will charge the Contractor a reinspection fee of $100. For every hour after the initial 24 hours that the affected BMP is not repaired, an additional $100 fee will be assessed. This fee is in addition to any fine levied by other regulatory agencies.

8-01.3(8) Street Cleaning

Section 8-01.3(8) is supplemented with the following:

Brooming shall include removing all loose aggregate from the sidewalks, ramps and driveways.

8-02 ROADSIDE RESTORATION

8-02.2 Material
Add the following:

Topsoil, Type A - Imported friable loam/sand loam from the top layer of existing soils not previously excavated. If existing soils are unavailable an off-site source is acceptable as long as it meets these requirements. Topsoil shall be free of rocks over 1”, clods, debris, materials toxic to vegetation and other deleterious materials. Submit sample and source for approval prior to use.

The composition shall meet the following requirements:

- 50% to 80% sandy loam
- 10% to 20% clay
- 10% to 20% composted organic material (excluding animal waste)

8-02.3(16) Lawn Installation

Add the following:

Topsoil Type “A” for “Seeded Lawn” shall be a minimum of 6” deep.

Prior to sod installation, the Contractor shall obtain approval of the grading and shaping of the lawn area by the Engineer.

8-02.5 Payment

Add the following:

The unit contract price per square yard for “Sod Installation” shall include furnishing and placing Topsoil Type “A”.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.3(5) Curb Ramp Detectable Warning Surface Retrofit

This section including heading is revised to read:

8-14.3(5) Detectable Warning Surface

Detectable warning surfaces shall consist of truncated domes as shown in the Plans.

Precast Tile Detectable Warning System
The Contractor shall submit, for the Engineer’s approval, a product that meets the specifications for detectable warning tiles, adhesives, sealers, and all necessary incidentals from one of the following sources:

- Armor-Tile
- Cast in Place Inline Dome Tactile Tile
- 300 International Drive, Suite 100
- Williamsville, NY 14221
This following is added to SECTION 8-14:

**SECTION 8-14A PERVIOUS CONCRETE SIDEWALKS**

**8-14A.1 Description**

This work shall consist of constructing 5-inch thick pervious cement concrete sidewalk on the Subbase (gravel backfill for drains) in accordance with these Specifications and in conformity with the lines, grades, thickness, and typical cross-sections shown in the Plans or as directed by the Engineer.

**8-14A.2 Materials**

**8-14A.2(1) Mix Design**

The contractor shall provide a mix design with aggregate, cement, water and admixture proportions to the Engineer for approval. In addition, the mixing plant shall submit recent aggregategradation reports and aggregate void calculations to both the Engineer and the pervious concrete installer for approval at least 20 days before the first pervious concrete sidewalk pour. The data shall include density as determined in accordance with ASTM C29 paragraph 11, “Jigging Procedure” using a 0.25 cubic foot cylindrical metal measure.

Pervious Concrete Aggregate maximum size shall not exceed 1/4”.

Mix Proportion – Mix proportions typically meet the following criteria:

- Total cementitious material ranges between 525-600 lbs. per CY.
• The aggregate/cementitious ratio should be in the range of 4:1 to 4.8:1. The density of the concrete shall be + 5 lbs. of the design density.
• Mix Water: Mix water shall be such that the cement paste displays a wet metallic sheen without causing the paste to flow from the aggregate.
• Mix yielding a cement paste with a dull-dry or gritty appearance has insufficient water for hydration and must be adjusted before use.
• The water to cement ratio is typically between 0.31 to 0.40. Note water must be adjusted to prevent insufficient water which results in inconsistency in the mix and poor bond strength. Also the water must be adjusted to prevent high water content which results in the paste sealing the void space and reducing bond between aggregate particles.

8-14A.3 Construction Requirements

8-14A.3(1) Contractor Qualifications

The Contractor shall submit the following to the Engineer, a minimum of 20 working days prior to the construction of the pervious cement concrete sidewalk:

Both the contractor and a minimum of 2 contractor’s craftsmen performing the work shall have a minimum of 2 successfully completed projects within the last 2 years, having a minimum of 300 square yards each with addresses, including each project’s density acceptance data, and in-situ pavement test results including voids and density results.

Whenever pervious concrete is being placed or finished the minimum crew size shall be 5 members, of which, at least two members shall be National Ready Mixed Concrete Association (NRMCA) Certified Pervious Concrete Technicians. The Contractor shall submit to the Engineer copies of the required certificates for Pervious Concrete Technician personnel prior to the commencement of Work on the project.

8-14A.3(2) Batching

Mix Time:

Batch and mix in compliance with ASTM C94/C94M.

Transportation:

The pervious cement concrete mixture may be transported or mixed on site and should be used within 60 minutes of the introduction of mix water, unless treated with stabilizers for longer use or otherwise approved.

The fresh mix will be rejected at any time the concrete temperature exceeds 90°F Fahrenheit regardless of the time since adding water.

Trucks used to transport pervious concrete shall have no more than two consecutive loads without rinsing. Use trucks capable of discharging low slump concrete to haul pervious mix.
8-14A.3(3) Placement and Jointing

Discharge:

Discharge shall be a continuous operation and shall be completed as quickly as possible. If material does not properly discharge, the certified installer may add water to the mix to help it discharge as long as the mix does not become too wet and fails to meet the specifications.

Deposit concrete as close to its final position as practicable and such that fresh concrete enters the mass of previously placed concrete.

Minimize the practice of discharging onto sub-grade and pulling or shoveling to final placement.

Compaction:

Method of compaction shall be in accordance with accepted industry standards for pervious cement concrete and as approved by the Engineer.

Pervious concrete pavement requires surface compaction to reduce surface raveling.

Over-compaction can reduce voids and damage permeability, therefore should be avoided.

Compact the concrete along the slab edges with hand tools.

Joints:

The mix is ready for wet jointing immediately after placement. DO NOT WAIT for it to take an initial set to joint. All wet joints must be formed into the fresh mix and worked to a final finish immediately after placement. Delays of more than a few minutes that allow the mix to begin setting will dramatically increase the chance of joint raveling.

Control joints in pervious sidewalks shall be installed at intervals of three panels, not to exceed 18 feet or as indicated on Drawings. Larger dimensions of a panel shall not exceed 125% of the smaller panel. Joints shall be installed at a depth of ¼ the pavement thickness. Joints shall also cut into the sidewalk where standard concrete would also be cut to prevent sympathy cracking or other known cracking causes.

Isolation (expansion) joints are not allowed except to isolate from structures, or when sidewalk is abutting concrete slabs and the joints cannot be matched.

Weather Limitations:

Do not place Portland Cement pervious pavement mixtures when the ambient temperature is 40 ° Fahrenheit or lower or 80 ° Fahrenheit or higher, unless otherwise approved by the Engineer.

8-14A.3(4) Curing
Curing:

Begin curing procedures in twenty minutes or less following placement of pervious concrete. Dry or windy conditions may require pervious concrete to be covered and cured sooner or suspend the placement to protect the surface from damage. If there are delays the surface may be sprayed with an approved surface stabilizer as necessary to keep the surface moist. Use care not to over-apply and damage the cement mixture.

The pavement surface shall be covered with six (6) mil (minimum) thick polyethylene sheeting or other approved covering material. The sidewalk shall remain covered and allowed to cure undisturbed for a minimum of 3 days and remain covered until adjacent final grading has occurred or testing is to be completed. The cover shall overlap all exposed edges and shall be secured (without using dirt or stone) to prevent dislocation due to winds or adjacent traffic conditions.

Do not open sidewalk to foot traffic for a minimum of 3 days.

Vehicle traffic is not allowed on pervious sidewalk.

Use of liquid curing compounds is not allowed.

8-14A.3(5) Quality Assurance Testing

Testing will be done according to ASTM Standard C1688M -08, Standard Test Method for Density and Void Content of Freshly Mixed Pervious Concrete. Testing will be done by the Material Testing firm hired by City of La Center.

This test method provides a procedure for determining the density and void content of freshly mixed pervious concrete by testing samples that come off the concrete truck prior to placement. The unit weights of the test samples are compared with the mix design and a void content is calculated. One sample shall be taken for every 25 cubic yards of concrete placed.

8-14A.3(6) Pervious Concrete Subbase System

The Subbase system shall be placed on uncompacted native soils in the sidewalk location. Where subgrade has been compacted due to construction traffic, subgrade shall be scarified to a depth of 8”.

The minimum depth of the Subbase gravel backfill shall be 3” as shown on the detail in the plans.

Gravel backfill shall consist of cleaned crushed gravel material free of various types of wood or extraneous or objectionable material. It shall meet the following test requirements:

WSDOT 9-03.12(4) Gravel Backfill for Drains

Compact Gravel backfill to uniformity using walk behind plate / roller compactor or other equipment approved by the Engineer. Do not over compact to effect sub-grade compaction.
Base Rock Temperature and Moisture Control: Immediately prior to placing concrete, the sub-base shall be soaked with water (do not allow surface ponding) to minimize effect of drawing moisture out of the pervious cement concrete. The Engineer may waive this requirement in wet conditions. In no case is the pavement to be placed onto a sub-base aggregate that is at or above 100 degrees F.

8-14A.4 Measurement

“Pervious Concrete Sidewalk” will be measured in place by the square yard of finished surface, including excavation and “Gravel Backfill for Drains” Subbase as noted below under 8-14A.5.

8-14A.5 Payment

“Pervious Concrete Sidewalk”, per square yard

Payment shall also include all cost to complete submittals and verification of batching procedures.

Payment for the removal, haul and disposal of unacceptable concrete shall be incidental to the bid item “Pervious Concrete Sidewalk.”

8-18 MAILBOX SUPPORT

8-18 Material

Add the following:

Mailbox Cluster Box: The foundation bolts (and pattern) and foundation shall match the existing materials and sizes per the United States Postal Service (USPS) standards and requirements.

8-18.3 Construction Requirements

Add the following:

The Mailbox Cluster Box shall be relocated per the plans, meeting the requirements of the USPS standards, and as directed by the Engineer. The Contractor shall coordinate the relocation with the USPS, the local residents, and the Engineer, prior to the relocation. The Contractor shall take special care in removing, protecting, and relocating the Mailbox Cluster Box.

8-18.4 Measurement

Add the following:

“Relocated Mailbox Cluster Box” will be measured per each compete, including footings, fittings, hardware, and salvage mailbox cluster box.
8-18.5 Payment

Add the following:

“Relocated Mailbox Cluster Box”, per each.

8-21 PERMANENT SIGNING

8-21.3 (5) Sign Relocation

Add the following:

Existing traffic signs shall be removed, salvaged and relocated per the plans and details. Care shall be taken in removing, salvaging and relocated the existing signs. Any damaged posts, signs, and hardware shall be replaced with like new material.

Temporary traffic signs shall be provided as necessary to provide the required traffic control during construction, and as directed by the Engineer.

9-03.8(2) HMA Test Requirements

ESAL’S
The number of ESAL’S for the design and acceptance of the HMA shall be as follows:

0.3 million to <3 million for Cl. ½ in. PG 64-22

STANDARD PLANS

December 9, 2009

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 09-103, effective December 7, 2009 is made a part of this contract.

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

All references in the Standard Plans to the abbreviation “ACP” shall be revised to read “HMA”. 
PART IV- CONTRACT DRAWINGS

GN01 – Cover Sheet
GN02 – General Notes & Legend
TS01 – Typical Sections & Miscellaneous Details
EC01 – Erosion Control & Grading Plan
EC02 – Standard Erosion Control Notes & Details
PP01 – E 6th Street Plan & Profile
PP02 – E 6th Street Plan & Profile
PP03 – E Dogwood Avenue Plan & Profile
SS01 – Signing & Striping Plan
CS01 – Construction Signing Plan
MD01 – Miscellaneous Details
MD02 – Miscellaneous Details
2011 CDBG Old Town Roads Project

Located in the City of La Center, Clark County, Washington, within the NE ¼ of Section 03, Township 4 North, Range 1 East, Willamette Meridian

INDEX OF SHEETS

1.  GNS1  COVER SHEET
2.  GNS2  GENERAL NOTES & LEGEND
3.  TSS1  TYPICAL SECTIONS & MISCELLANEOUS DETAILS
4.  EC11  EROSION CONTROL & GRADING PLAN
5.  ED12  STANDARD EROSION CONTROL NOTES & DETAILS
6.  PM12  E 7th STREET PLAN & PROFILE
7.  PM11  E 6th STREET PLAN & PROFILE
8.  EOD1  E ODEWOOD AVENUE PLAN & PROFILE
9.  EOD2  STREET & STRIPING PLAN
10.  C011  CONSTRUCTION BIDDING PLAN
11.  MD01  MISCELLANEOUS DETAILS
12.  MD02  MISCELLANEOUS DETAILS

City Of La Center Approval

[Signature]
Date

[Signature]
Date

Federal Contract No. 2011-CDBG-1104