CITY OF YAKIMA

FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)

CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

Construction Contract Specifications & Bid Documents

DECEMBER 2019
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APPENDIX A – CONSTRUCTION STAKING REQUEST FORM
APPENDIX B – WSDOT STANDARD PLANS
SECTION 1 - ADVERTISEMENT FOR BIDS
ADVERTISEMENT FOR BIDS

City of Yakima
129 North Second Street
Yakima, WA 98901

The City of Yakima invites separate sealed BIDS for the construction of the FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6), City of Yakima Project No. 2487A, HLA Project No. 18182, including the following approximate major quantities of work:

Install 1,540 LF of new 15-Inch diameter sanitary sewer main by open-trench construction, reconnection of laterals and side sewers, removal of abandoned watermain, sewermain, and storm drainage, removal of curb and gutter and sidewalk, 1,040 LF new curb and gutter and sidewalk, 2,960 Tons crushed surfacing, 1,250 Tons HMA, 780 LF of 12-Inch storm drain pipe, pavement markings, and related work.

This contract has Fifty (50) working days to complete the work.

Bids will be received by the City Clerk at City Hall, 129 North Second Street, Yakima, Washington 98901, until 11:00 a.m., January 17, 2020, and then shortly thereafter will be publicly opened and read aloud at the City Council Chambers located at 129 North Second Street.

Electronic copies of the contract documents may be obtained at no cost at the following website: https://www.hlacivil.com/bid/. Physical copies may be obtained at the office of HLA Engineering and Land Surveying, Inc. (HLA), 2803 River Road, Yakima, Washington 98902, (509-966-7000) upon payment of $70.00 for each set, non-refundable. Planholder list and addenda will be available on the website. Bidders are encouraged to register as planholders on the website, whom will be added to the Planholder list and will receive automatic addenda notification.

Each bid or proposal must be accompanied by bond or a certified check, payable to the order of the Treasurer of the City of Yakima for the sum of not less than 5% of said bid or proposal and none will be considered unless accompanied by such deposit, to be forfeited to the City of Yakima in the event the successful bidder shall fail or refuse to enter into a Contract with the City for the making and construction of the aforesaid improvement. All bids or proposals must be in writing on the form bound in the Specifications, sealed and filed with the Clerk on or before the day and hour above mentioned.

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

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The City of Yakima reserves the right to reject any and all bids and to waive technicalities or irregularities, and after careful consideration of all bids and factors involved, make the award to best serve the interests of the City of Yakima.

Dated this 23rd day of December 2019.

Publish: December 23, 2019
SECTION 2 - INFORMATION FOR BIDDERS
BIDS will be received by the City of Yakima (herein called the “OWNER”), at City Hall, 129 North Second Street, Yakima, Washington 98901, until 11:00 a.m., January 17, 2020, and then at the City Council Chambers publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the City Clerk at 129 North Second Street, Yakima, Washington 98901. Each sealed envelope containing a BID must be plainly marked on the outside as BID for FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6), and the envelope should bear on the outside the BIDDER’S NAME, address, and license number if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at City Hall, 129 North Second Street, Yakima, Washington 98901.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the Drawings and Specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR nor relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. When the Agreement is executed, the bonds of the unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the CONTRACT BOND has been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A CONTRACT BOND in the amount of 100 percent of the CONTRACT PRICE, with a corporate Surety approved by the OWNER, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign BID BONDS or CONTRACT BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the CONTRACT BOND within ten (10) working days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive, responsible BIDDER or all bids will be rejected.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

Further, the BIDDER agrees to abide by the requirement under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in these Contract Documents.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

Contract time for this project is anticipated to begin by 02/17/20.

The ENGINEER is HLA Engineering and Land Surveying, Inc. (HLA), represented by Terry D. Alapeteri, PE. The ENGINEER'S address is 2803 River Road, Yakima, Washington 98902, phone (509) 966-7000, FAX: (509) 965-3800.
SECTION 3 - BID PACKAGE
BIDDER'S CHECKLIST

All forms listed below must be fully executed and submitted with the Bid:

1) BID PROPOSAL
2) UNIT PRICE BID PROPOSAL
3) BID PROPOSAL SIGNATURE PAGE
4) BID DEPOSIT or BID BOND

BID DEPOSIT - Sign the Bid Deposit in the space provided if the bid is accompanied by a certified check or cashier’s check in the amount of not less than 5% of the total amount bid.

OR

BID BOND - This form is to be executed by the bidder and Surety Company. The amount of this bond shall be not less than 5% of the total amount bid and may be shown in dollars or on a percentage basis. Provide Power of Attorney for Surety’s agent.

5) NON-COLLUSION AFFIDAVIT - Must be subscribed and sworn to before a Notary Public.
6) CITY OF YAKIMA BIDDER’S CERTIFICATION
7) SURETY

The following forms must be fully executed and submitted with the Bid, or within 24 hours after the published Bid submittal time:

1) CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES
2) BIDDER’S RESPONSIBILITY STATEMENT - Provide supporting documentation as required.

The following forms are to be executed and/or submitted for approval to the Engineer after the Contract is awarded:

1) CONTRACT - To be executed by the successful bidder and the City of Yakima.
2) CERTIFICATIONS
3) CONTRACT BOND - To be executed by the successful bidder and his Surety Company. Provide Power of Attorney.
4) SCHEDULE OF WORKING HOURS
5) CERTIFICATE OF PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE must be provided by the successful bidder in accordance with the provisions of the Standard Specifications and Technical Specifications.
6) STATEMENT OF INTENT TO PAY PREVAILING WAGES to be completed by successful bidder and by any and all subcontractors.
BID PROPOSAL

A Proposal of ________________________________ (hereinafter called “BIDDER”), organized and existing under the laws of the State of Washington doing business as ________________________________1. To the City of Yakima, Washington, (hereinafter called “OWNER”).

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of the FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6), City of Yakima Project No. 2487A, HLA Project No. 18182, in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract within ten (10) calendar days after NOTICE TO PROCEED and to fully complete the PROJECT within Fifty (50) working days of such NOTICE TO PROCEED.

BIDDER further agrees to pay as liquidated damages the sum specified for each working day thereafter as provided in Section 1-08.9 of the Standard Specifications.

BIDDER acknowledges receipt of the following ADDENDA:

________________________________________________________________________

________________________________________________________________________

Addenda will be posted on the Engineer’s website: https://www.hlacivil.com/bid/. Bidders are encouraged to register as planholders on the website, whom will be added to the Planholder list and will receive automatic addenda notification.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum amounts:

1 Insert "a corporation," "a partnership," or "an individual" as applicable.
UNIT PRICE BID PROPOSAL

(NOTE: Unit prices for all items, all extensions, and total amount of bid must be shown. Any changes/corrections to the bid must be initialed by the signer of the bid, in accordance with Section 1-02.5.)

CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

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**BID SUBTOTAL**

8.2% STATE SALES TAX

**BID TOTAL**
CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

BIDDER (CONTRACTOR) DATE

BY

AUTHORIZED OFFICIAL’S SIGNATURE TITLE

(Please print or type name)

Address: Phone: ________________________________

Fax: ________________________________

E-mail address: ________________________________

CONTRACTOR LICENSE NUMBER ________________________________

CONTRACTOR DUNS NUMBER ________________________________

CONTRACTOR UBI NUMBER ________________________________

CONTRACTOR FEDERAL TAX I.D. NUMBER ________________________________

CONTRACTOR EMPLOYMENT SECURITY DEPARTMENT NUMBER ________________________________

CONTRACTOR INDUSTRIAL INSURANCE ACCOUNT NUMBER ________________________________

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

PROJECT MANAGER ________________________________ CELL PHONE: ________________________________

NOTES:

1) If the bidder is a co-partnership, so state, giving firm name under which business transacted. If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

2) Bidders shall acknowledge receipt of all addenda, if any, in the space provided on the first page of this proposal.
BID DEPOSIT

CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

Herewith find deposit in the form of a certified check or cashier’s check in the amount of $______________________________, which amount is not less than five percent (5%) of our total bid for this project.

Sign Here ______________________________

OR

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we _________________________________________________________________, as Principal, and __________________________________________________________________________, as Surety, are held and firmly bound unto the CITY OF YAKIMA, as Obligee, in the penal sum of _______________ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6), City of Yakima Project No. 2487A, HLA Project No. 18182, according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a Contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED, AND DATED THIS ___________ DAY OF __________________, 2020.

Principal

Surety

________________________________________, 2020
NON-COLLUSION AFFIDAVIT

CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

STATE OF WASHINGTON )
COUNTY OF ____________ ) ss. NON-COLLUSION AFFIDAVIT

__________________________________________, being first
duly sworn, on oath says 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 the said bidder 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 themselves an advantage over any other bidder or bidders.

(Contractor's Signature)

Signed and sworn to (or affirmed) before me on _________________________, 2020, by
__________________________________________________.

Notary Public
My Appointment Expires _________________
CITY OF YAKIMA NONDISCRIMINATION PROVISION

During the performance of this Contract, the contractor agrees as follow:

The Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

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.

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 August 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any such rules, regulation, 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 August 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of August 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of Paragraphs (1) through (7) 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 August 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 is 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.
CITY OF YAKIMA WOMEN AND MINORITY BUSINESS ENTERPRISE POLICY

It is the policy of the City of Yakima that women and minority business enterprises shall have the maximum opportunity to participate in the performance of work relating to the City’s activities. To this end, the City is committed to take all necessary and reasonable steps in accordance with state and federal rules and regulations to ensure women and minority business enterprises the maximum opportunity to compete for and to perform contracts.

In order to enhance opportunities for women and minority businesses to participate in certain contractor opportunities with the City of Yakima, and as a recipient of federal and state financial assistance, the City is committed to a women and minority business enterprise utilization program. The City is determined to maximize women and minority business opportunities through participation in the competitive bidding process through women and minority business enterprise affirmative action programs administratively established by the City Manager and monitored and implemented in accordance with state and federal rules and regulations. All women and minority business enterprise programs shall include specific goals for participation of women and minority businesses in City projects of at least ten percent (10%) of the total dollar value of City contract over $10,000. Goals shall be reviewed and updated annually by the City Manager for applicability and to ensure that the intent of this policy is accomplished.

This statement of policy will be widely disseminated to all managers, supervisors, minorities, and women employed by the City of Yakima as well as to contractors, vendors, suppliers, minorities, and women who may seek the City’s procurement and construction contracts related to the women and minority business enterprise programs. Contractors associations will be made aware of construction projects affected by this policy through all available avenues to assure that plans/specifications, bid forms, and invitations to bid are as widely distributed as possible.
RESOLUTION NO. D-4816

A RESOLUTION adopting a "Women And Minority Business Enterprise Policy" for the City of Yakima.

WHEREAS, the City of Yakima is the recipient of federal and state assistance which assistance carries with it the obligation of contracting with Women And Minority Business Enterprises for the performance of public works, and

WHEREAS, it is the intention of the City of Yakima that Women And Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of such public works, and

WHEREAS, the City of Yakima is determined to maximize Women And Minority Business Enterprise opportunities for participation in its competitive bidding process through the adoption of the "Women And Minority Business Enterprise Policy" statement attached hereto, now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Council hereby adopts the "Women And Minority Business Enterprise Policy", a copy of which is attached hereto and by reference made a part hereof.

ADOPTED BY THE CITY COUNCIL this 28th day of June, 1983.

[Signature]
Mayor

ATTEST:

[Signature]
City Clerk
CITY OF YAKIMA AFFIRMATIVE ACTION PLAN

The bidders, contractors and subcontractors will not be eligible for award of a contract under this Advertisement for Bids unless it certifies as prescribed, that it adopts the minimum goals and timetable of minority and women workforce utilization and specific affirmative action steps as set forth by the City of Yakima. This is directed at increasing minority and women workforce utilization by means of applying good faith efforts to carrying out such steps.

However, no contractor or subcontractor shall be found to be in noncompliance solely on account of its failure to meet its goals within its timetables, but such contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps specified by the City of Yakima, and has made every good faith effort to make these steps work toward the attainment of its goals, all to the purpose of expanding minority and women workforce utilization on all of its projects in the City of Yakima, Washington. In all cases, the compliance of a bidder, contractor or subcontractor will be determined in accordance with its respective obligations under the terms of these Bid Conditions.

All bidders and all contractors and subcontractors performing or to perform work on projects subject to these Bid Conditions hereby agree to inform their subcontractors of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority and women employment and training.

Specific Affirmative Action Steps

Bidders, contractors and subcontractors subject to this contract must engage in affirmative action directed at increasing minority and women workforce utilization, which is at least as extensive and as specific as the following steps:

a. The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations’ response.

b. The contractor shall maintain a file of the names and addresses of each minority and women worker referred to him and what action was taken with respect to each such referred worker, and if the worker was not employed, the reasons, therefore. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor’s file shall document this and the reasons, therefore.

c. The contractor shall promptly notify the Engineer when the union or unions with whom the contractor has collective bargaining agreement has not referred to the contractor a minority or woman worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual reports, etc., by conducting staff, employee and union representatives’ meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

f. The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.

g. The contractor shall make specific efforts and constant personal (both written and oral) recruitment efforts directed at all minority or women organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor’s recruitment areas.

h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.
i. The contractor shall validate all man specifications; selection requirements, tests, etc.

j. The contractor shall make every effort to promote after school, summer and vacation employment to minority youth.

k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer group training programs relevant to the contractor’s employee needs consistent with its obligations under this bid.

l. The contractor shall continually inventory and evaluate all minority and women personnel for promotion opportunities and encourage minority and women employees to seek such opportunities.

m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.

n. The contractor shall make certain that all facilities and company activities are non-segregated.

o. The contractor shall continually monitor all personnel activities to ensure that his EEO policy is being carried out.

p. The contractor shall solicit bids for subcontracts from available minority and women subcontractors, engaged in the trades covered by these Bid Conditions, including circulation of minority and women contractor associations.

q. Non-cooperation: In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreements, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minorities and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority or women employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246 and 23 CFR Part 230 as amended, and the Standard Specifications, such contractor shall immediately notify the Engineer.
CITY OF YAKIMA BIDDER’S CERTIFICATION

A bidder will not be eligible for award of a contract under this invitation for bids unless such bidder has submitted as a part of its bid the following certification, which will be deemed a part of the resulting contract:

________________________________________________________ certifies that:

(BIDDER)

1. It intends to use the following listed construction trades in the work under the contract:

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________ and;

As to those trades for which it is required by these Bid Conditions to comply with these Bid Conditions, it adopts the minimum minority and women workforce utilization goals and the specific affirmative action steps for all construction work (both federal and non-federal) in the Yakima, Washington area subject to these Bid Conditions, those trades being:

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________ and;

2. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any sub-contract under this Contract the Subcontractor Certification required by these Bid Conditions.

________________________________________________________ (Signature of Authorized Representative of Bidder)
Materiality and Responsiveness

This certification required to be made by the bidder pursuant to these Bid Conditions is material and will govern the bidder’s performance on the project and will be made a part of this bid. Failure to submit the certification will render the bid non-responsive.

Compliance and Enforcement

Contractors are responsible for informing their subcontractor (regardless of tier) as to their respective obligations under the conditions of the contract here (as applicable). Bidders, contractors and subcontractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended on August 24, 1965, with a contractor debarred from, or who is determined not to be a responsible bidder for government contracts and federally assisted construction contracts pursuant to Executive Order. The bidder, contractor or subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency, the contracting agency or the Office of Federal Contract Compliance pursuant to the Executive Order. Any bidder, contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in non-compliance with these Bid Conditions and Executive Order 11246, as amended.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with Executive Order 11246, as amended, and the Equal Opportunity Clause of its contract.

Violation of any substantial requirement in the affirmative action plan by a contractor or subcontractor covered by these Bid Conditions, including the failure of such contractor or subcontractor to make a good faith effort to meet its fair share of the trade’s goals of minority and women workforce utilization, shall be grounds for imposition of the sanctions and penalties provided at Section 209(a) of Executive Order 11246, as amended.

Each agency shall review its contractors’ and subcontractors’ employment practices during the performance of the contract. If the agency determines that the affirmative action plan no longer represents effective affirmative action, it shall so notify the Office of Federal Contract Compliance which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to these conditions, if the contractor or subcontractor meets its goals, or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet those goals, the contractor or the subcontractor shall be presumed to be in compliance with the Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. In judging whether a contractor or subcontractor has met its goals, the agency will consider each contractor’s or subcontractor’s minority and women workforce utilization and will not take into consideration the minority and women workforce utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with the requirement of Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate under Executive Order and the regulations. When the agency proceeds with such formal action, it has the burden of proving that the contractor has not met the requirements of these Bid Conditions, but the contractor’s failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the “good faith” requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables. The pendency of such formal proceeding shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a “responsible prospective contractor” within the meaning of the Federal Procurement Regulations.
It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority and women employees.

The procedures set forth in these conditions shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contractor Compliance within thirty (30) days.

Requests for exemptions from these Bid Conditions must be made in writing, with justification, to:

    Director
    Office of Federal Contractor Compliance
    U.S. Department of Labor
    Washington, D.C. 20210

And shall be forwarded through and with the endorsement of the agency head. Contractors and subcontractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Office of Federal Contractor Compliance.
SURETY

CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

If the Bidder is awarded a construction Contract on this bid, the Surety who provides the Contract Bond will be

__________________________________________________________________________________ whose address is:

__________________________________________________________________________________

Street  City  State  ZIP


## SUBCONTRACTOR LIST

**CITY OF YAKIMA**  
**FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)**  
**CITY OF YAKIMA PROJECT NO. 2487A**  
**HLA PROJECT NO. 18182**

To be Submitted with the Bid Proposal

(1) Every invitation to bid on a prime contract that is expected to cost one million dollars or more for the construction, alteration, or repair of any public building or public work of the state or a state agency or municipality as defined under RCW 39.04.010 or an institution of higher education as defined under RCW 28B.10.016 shall require each prime contract bidder to submit as part of the bid, or within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air condition); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. The prime contract bidder shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the prime contract bidder must indicate which subcontractor will be used for which alternate. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the prime contract bidder’s bid nonresponsive and, therefore, void.

If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

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CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

Failure to return this certification with the Bid package or within 24 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal will make this Bid nonresponsive and ineligible for Award.

I hereby certify, under penalty of perjury under the laws of the State of Washington, on behalf of the firm identified below that, to the best of my knowledge and belief, this firm has NOT been determined by a final and binding citation and notice of assessment issued by the Washington State Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52 within three (3) years prior to the date of the Call for Bids.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

Bidder Name: ____________________________________________

Name of Contractor/Bidder – Print full legal entity name of firm

______________________________  __________________________
Signature of authorized person          Date

______________________________  __________________________
Print Name and Title: Location or Place Executed: (City, State)
A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), 5017-S.SL as amended; or does not meet the following Supplemental Criteria:

1. **Delinquent State Taxes**
   
   A. **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
   
   B. **Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue’s “Delinquent Taxpayer List” website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx, or if they are so listed, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**
   
   A. **Criterion:** The Bidder shall not currently be debarred or suspended by the Federal government.
   
   B. **Documentation:** The Bidder shall not be listed as having an “active exclusion” on the U.S. government’s “System for Award Management” database (www.sam.gov).

3. **Subcontractor Responsibility**
   
   A. **Criterion:** The Bidder’s standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder’s subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.
   
   B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

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

   Additionally, the Bidder hereby certifies that, within the three-year period immediately preceding the bid advertisement date (first of multiple bid advertisement dates), the bidder has not “willfully” violated, as defined in RCW 49.48.082, any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
B. **Documentation:** The Bidder, if and when required as detailed below, shall submit a list of all prevailing wage violations in the five years prior to the bid submittal date, along with an explanation of each violation and how it was resolved. The Contracting Agency will evaluate these explanations and the resolution of each complaint to determine whether the violation demonstrate a pattern of failing to pay its workers prevailing wages as required.

5. **Claims Against Retainage and Bonds**

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

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

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

6. **Public Bidding Crime**

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

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

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

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

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

8. **Lawsuits**

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

The Bidder shall sign this Bidder’s Responsibility Statement as evidence that the Bidder meets the mandatory and supplemental responsibility criteria stated above and shall submit with bid. The Contracting Agency reserves the right to request further documentation as needed to assess Bidder responsibility. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder’s compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may (but is not required to) consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency’s determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency’s final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

______________________________  
Contractor’s Signature
SECTION 4 - CONTRACT AND RELATED MATERIALS
CONTRACT

THIS AGREEMENT, made and entered in triplicate, this _____ day of __________, 20___, by and between the City of Yakima, hereinafter called the Owner, and _________________________________________ a Washington Corporation, hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for THE BID AMOUNT OF: $ ______________, for Fair Avenue Sanitary Sewer Main Improvements (FA-6), City of Yakima Project No. 2487A, all in accordance with, and as described in the attached plans and specifications and the 2018 Standard Specifications for Road, Bridge, and Municipal Construction which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall start within ten (10) days after the Notice to Proceed and shall be completed in Fifty (50) working days. If work has not commenced within the ten (10) days after the notice to proceed, the first chargeable working day shall be the eleventh (11th) working day after the date on which the City issues the Notice to Proceed.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum specified in the Standard Specifications for each day said work remains uncompleted after expiration of the specified time, as liquidated damages.

The Contractors shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

II. The City of Yakima hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. INDEMNIFICATION. The Contractor shall defend, indemnify, and hold harmless the City, its officers, elected officials, employees and agents from and against all claims, causes of action, damages, losses, and expenses of any kind or nature whatsoever, including but not limited to, attorney's fees and court costs, arising out of, relating to, or resulting from The Contractor's performance or non-performance of the services, duties and obligations required of it under this Agreement.

IV. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

V. It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

IN WITNESS, WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned: CITY OF YAKIMA
this _____ day of __________ 20__.
___________________________________
City Manager
Attest:
___________________________________
City Clerk

CONTRACTOR

____________________________________, a Corporation
Contractor

By: ____________________________________________

____________________________________
(Print Name)

Its: ____________________________________________

(President, Owner, etc.)

Address: ____________________________________________
CERTIFICATIONS

CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

Provide the following:

Name of Traffic Control Manager (TCM)
(Must be an employee of the Contractor)

Name of Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Name of Mandatory Alternate Certified Traffic Control Supervisor (TCS)
(Provide copy of certificate)

Name of Certified Testing Laboratory for material testing
CONTRACT BOND

CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

BOND TO CITY OF YAKIMA

KNOW ALL PERSONS BY THESE PRESENTS:

That we, the undersigned, ________________________________,
as principal, and ________________________________,
a corporation organized and existing under the laws of the State of _______________________, as a Surety
corporation, and qualified under the laws of the State of Washington to become Surety upon bonds of contractors
with municipal corporations, as Surety, are jointly and severally held and firmly bound to the City of Yakima in
the penal sum of $ ______________________, for the payment of which sum we bind ourselves and our
successors, heirs, administrators, or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington and the Ordinances of the
City of Yakima.

Dated at __________________, Washington, this _____ day of _______________, 2020.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to action of the City of Yakima, on ________________________, 2020, the City
Manager of said City of Yakima, has let or is about to let to the said
____________________________________________________, the above bounden Principal, a certain
Contract, the said Contract being numbered HLA Project No. 18182, and providing for the construction of FAIR
AVENUE SANITARY SEWER MAIN IMPROVEMENTS which Contract is referred to herein and is made a part
hereof as though attached hereto, and

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

NOW, THEREFORE, if the said _____________________________________________ shall
faithfully perform all the provisions of said Contract in the manner and within the time therein set forth, or within
such extensions of time as may be granted under said Contract, and shall pay all laborers, mechanics, sub-
contractors and material men and all industrial insurance premiums, and all persons who shall supply said prin-
cipal or subcontractors with provisions and supplies for the carrying on of said work, and shall indemnify and hold
the City of Yakima harmless from any damage or expense by reason of failure of performance as specified in
said Contract or from defects appearing or developing in the material or workmanship provided or performed
under said Contract within a period of one year after its acceptance thereof by the City of Yakima then and in
that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.
CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

SURETY: ________________________________ (SEAL)

By: ________________________________

Name: ________________________________
(Please Print or Type)

Agent: ________________________________

Address: ________________________________

______________________________

ATTEST:

______________________________

Name: ________________________________
(Please Print or Type)

______________________________

CONTRACTOR:

By: ________________________________

Name: ________________________________
(Please Print or Type)

Approved as to Form:

______________________________

City Attorney
SCHEDULE OF WORKING HOURS

CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

In accordance with Section 1-08.0(2) Hours of Work, the normal straight time working hours for this project will be from ________________ a.m. to _______________ p.m., ____________________________ days per week. It is understood that normal straight time working hours shall not exceed 40 hours per week, regardless of the number of days worked per week. All hours worked in excess of 40 hours per week shall be considered as overtime hours subject to the reimbursement provisions of Section 1-08.0(2) Hours of Work.

Overtime hours are defined as any hours in excess of or outside of the above normal straight time working hours when the Contractor and/or his subcontractors are on the project site performing work.

I hereby certify that my subcontractors have been notified of the normal straight time working hours provisions of this project and understand that Engineer/Contracting Agency costs for overtime hours will be deducted from amounts due to me for work performed on the project.

______________________________________________
Contractor

______________________________________________
Signature

______________________________________________
Date
CITY OF YAKIMA SUBCONTRACTOR’S CERTIFICATION

Subcontractor’s Certification is not required at the time of bid. This Certification must be completed by each subcontractor prior to award of any subcontract:

_________________________________________________________ certifies that:

(SUBCONTRACTOR)

1. It intends to use the following listed construction trades in the work under the subcontract:

_________________________________________________________

_________________________________________________________

_________________________________________________________

_________________________________________________________

and;

As to those trades for which it is required by these Bid Conditions to comply with these Bid Conditions, it adopts the minimum minority and women workforce utilization goals and the specific affirmative action steps for all construction work (both federal and non-federal) in the Yakima, Washington area subject to these Bid Conditions, those trades being:

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SECTION 5 - LABOR STANDARDS AND WAGE RATE CONDITIONS
PREVAILING WAGE RATES

The prevailing rate of wages to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Washington State Department of Labor and Industries, are by reference made a part of this Contract. A schedule of prevailing wage rates is included in these Specifications.

Inasmuch as the CONTRACTOR will be held responsible for paying this schedule of wages, it is imperative that all contractors and subcontractors familiarize themselves with the current wage rates before submitting bids based on these Specifications.

Before any payment is made by the local government body of any sums due under this Contract, the local government body must receive from the Contractor and each subcontractor a copy of the “Statement of Intent to Pay Prevailing Wages” approved by the Washington State Department of Labor and Industries. Following the acceptance of the project, the Contracting Agency must receive from the Contractor and each subcontractor a copy of “Affidavit of Wages Paid” and, in addition, from the prime contractor a copy of “Release for the Protection of Property Owners and General Contractor,” all approved by the Washington State Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. The Contractor and each subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. These affidavits will be required before any funds retained, according to the provisions of RCW 60.28.010, are released to the Contractor. Payment by the Contractor and subcontractor of any fees shall be considered incidental to the construction and all costs shall be included in other pay items of the project.

Pursuant to RCW 39.12.120, a contractor, subcontractor, or employer shall file a copy of its certified payroll records using the Washington State Department of Labor and Industries (L&I) online system at least once per month. If the L&I online system is not used, a contractor, subcontractor, or employer shall file a copy of its certified payroll records directly with L&I in a format approved by L&I at least once per month. A contractor, subcontractor, or employer’s noncompliance with this reporting constitutes a violation of RCW 39.12.050.

Certified payrolls are required to be submitted by the Contractor to the Engineer, for the Contractor, all Subcontractors, and lower tier subcontractors. If these certified payrolls are not supplied within ten calendar days of the end of the preceding weekly payroll period, any or all payments may be withheld until compliance is achieved. Failure to provide these payrolls could also result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12). All certified payrolls shall be complete and explicit. Employee labor descriptions used on certified payrolls shall coincide exactly with the labor descriptions listed on the minimum wage schedule in the Contract unless the Engineer approves an alternate method to identify the labor used by the Contractor to compare with the labor listed in the Contract Provisions. When an apprentice is shown on the certified payroll at a rate less than the minimum prevailing journey wage rate, the apprenticeship registration number for that employee from the State Apprenticeship and Training Council shall be shown along with the correct Employee classification code.
The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker’s wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

<table>
<thead>
<tr>
<th>County</th>
<th>Trade</th>
<th>Job Classification</th>
<th>Wage</th>
<th>Holiday</th>
<th>Overtime</th>
<th>Note</th>
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<td>Asbestos Abatement Workers</td>
<td>Journey Level</td>
<td>$41.09</td>
<td>5D</td>
<td>1H</td>
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<td>Brick Mason</td>
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<td>Bridge, Dock And Wharf</td>
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<td>Floor Layer &amp; Floor Finisher</td>
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<td>Divers &amp; Tenders</td>
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<td>7A</td>
<td>4C</td>
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<td>Dive Supervisor/Master</td>
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<td>Diver Tender</td>
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<td>Yakima</td>
<td>Divers &amp; Tenders</td>
<td>Manifold Operator</td>
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<td>4C</td>
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<td>Manifold Operator Mixed Gas</td>
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<td>Remote Operated Vehicle Operator/Technician</td>
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<td>Remote Operated Vehicle Tender</td>
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<td>Cable Splicer</td>
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<td>Cable Splicer</td>
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<td>Certified Line Welder</td>
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<td>Craftsman - In-Factory Work Only</td>
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<td>Inspection/Cleaning/Sealing Of Sewer &amp; Water Systems By Remote Control</td>
<td>Cleaner Operator, Foamer Operator</td>
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<td>Chipping Gun (30 Lbs. And Over)</td>
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<td>Laborers</td>
<td>Concrete Dumper/Chute Operator</td>
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<td>Asphalt Plant Operators</td>
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<td>Batch Plant Operator: concrete</td>
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<td>Brokk - Remote Demolition Equipment</td>
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<td>Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure</td>
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<td>Yakima</td>
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<td>Concrete Pump: Truck Mount With Boom Attachment Over 42 M</td>
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<td>Concrete Pump: Truck Mount With Boom Attachment Up To 42m</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Cranes friction: 200 tons and over</td>
<td>$69.20</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)</td>
<td>$67.84</td>
<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Cranes: 20 Tons Through 44</td>
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<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Tons With Attachments</td>
<td>Rate</td>
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<td>3K</td>
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<td>Cranes: 200 tons- 299 tons, or 250’ of boom including jib with attachments</td>
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<td>Cranes: 300 tons and over or 300’ of boom including jib with attachments</td>
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<td>Cranes: 45 Tons Through 99 Tons, Under 150’ Of Boom (including Jib With Attachments)</td>
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<td>7A</td>
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<td>Cranes: A-frame - 10 Tons And Under</td>
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<td>Cranes: Friction cranes through 199 tons</td>
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<td>Cranes: through 19 tons with attachments, A-frame over 10 tons</td>
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<td>Crusher</td>
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<td>Deck Engineer/Deck Winches (power)</td>
<td>$66.57</td>
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<td>Derricks, On Building Work</td>
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<td>Dozers D-9 &amp; Under</td>
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<td>Drill Oilers: Auger Type, Truck Or Crane Mount</td>
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<td>Drilling Machine</td>
<td>$67.84</td>
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<td>Elevator And Man-lift: Permanent And Shaft Type</td>
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<td>Finishing Machine, Bidwell And Gamaco &amp; Similar Equipment</td>
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<td>Forklift: 3000 Lbs And Over With Attachments</td>
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<td>Forklifts: Under 3000 Lbs. With Attachments</td>
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<td>Grade Engineer: Using Blue Prints, Cut Sheets, Etc</td>
<td>$66.57</td>
<td>7A</td>
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<td>Gradechecker/Stakeman</td>
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<td>Guardrail Punch</td>
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<td>7A</td>
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<td>Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. &amp; Over</td>
<td>$67.16</td>
<td>7A</td>
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<td>Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards</td>
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<td>7A</td>
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<td>Horizontal/Directional Drill Locator</td>
<td>$66.05</td>
<td>7A</td>
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<td>Horizontal/Directional Drill Operator</td>
<td>$66.57</td>
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<td>Hydralifts/Boom Trucks Over 10 Tons</td>
<td>$66.05</td>
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<td>Hydralifts/Boom Trucks, 10 Tons And Under</td>
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<td>7A</td>
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<td></td>
<td></td>
<td>Loader, Overhead 8 Yards. &amp;</td>
<td>$67.84</td>
<td>7A</td>
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<tr>
<td>Location</td>
<td>Job Title</td>
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<td>Rate</td>
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<td>Shift</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Loader, Overhead, 6 Yards. But Not Including 8 Yards</td>
<td>$67.16</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Loaders, Overhead Under 6 Yards</td>
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<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Loaders, Plant Feed</td>
<td>$66.57</td>
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<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Loaders: Elevating Type Belt</td>
<td>$66.05</td>
<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Locomotives, All</td>
<td>$66.57</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Material Transfer Device</td>
<td>$66.57</td>
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<td>8X</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)</td>
<td>$67.84</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Motor Patrol Graders</td>
<td>$67.16</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield</td>
<td>$67.16</td>
<td>7A</td>
<td>3K</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator</td>
<td>$63.17</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato</td>
<td>$66.05</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
<td>View</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type Crane: 20 Tons Through 44 Tons</td>
<td>$66.57</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
<td>View</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type: 100 Tons And Over</td>
<td>$67.84</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Overhead, Bridge Type: 45 Tons Through 99 Tons</td>
<td>$67.16</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Pavement Breaker</td>
<td>$63.17</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Pile Driver (other Than Crane Mount)</td>
<td>$66.57</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Plant Oiler - Asphalt, Crusher</td>
<td>$66.05</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Posthole Digger, Mechanical</td>
<td>$63.17</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
<td>View</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Power Plant</td>
<td>$63.17</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Pumps - Water</td>
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<td>7A</td>
<td>3K</td>
<td>8X</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Quad 9, Hd 41, D10 And Over</td>
<td>$67.16</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Quick Tower - No Cab, Under 100 Feet In Height Based To Boom</td>
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<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Remote Control Operator On Rubber Tired Earth Moving Equipment</td>
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<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Rigger and Bellman</td>
<td>$63.17</td>
<td>7A</td>
<td>3K</td>
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<td>Power Equipment Operators</td>
<td>Rigger/Signal Person, Bellman (Certified)</td>
<td>$66.05</td>
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<td>Yakima</td>
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<td>Rollagon</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Roller, Other Than Plant Mix</td>
<td>$63.17</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Roller, Plant Mix Or Multi-lift Materials</td>
<td>$66.05</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Roto-mill, Roto-grinder</td>
<td>$66.57</td>
<td>7A</td>
<td>3K</td>
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<td>Power Equipment Operators</td>
<td>Saws - Concrete</td>
<td>$66.05</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators</td>
<td>Scraper, Self Propelled Under 45 Yards</td>
<td>$66.57</td>
<td>7A</td>
<td>3K</td>
<td>8X</td>
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<td>$66.05</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Scraper, Concrete &amp; Carry All</td>
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<td>7A</td>
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<td>Shotcrete/Gunite Equipment</td>
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<td>7A</td>
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<td>Yakima</td>
<td>Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons</td>
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<td>3K</td>
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<td>Yakima</td>
<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
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<td>3K</td>
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<td>Yakima</td>
<td>Shovel, Excavator, Backhoe: 15 To 30 Metric Tons</td>
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<td>Shovel, Excavator, Backhoe: Over 50 Metric Tons To 90 Metric Tons</td>
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<td>Shovel, Excavator, Backhoe: Over 90 Metric Tons</td>
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<td>Subgrader Trimmer</td>
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<td>Yakima</td>
<td>Tower Bucket Elevators</td>
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<td>Tower Crane Up To 175' In Height Base To Boom</td>
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<td>Yakima</td>
<td>Tower Crane: over 175’ through 250’ in height, base to boom</td>
<td>$68.53</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Tower Cranes: over 250’ in height from base to boom</td>
<td>$69.20</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Transporters, All Track Or Truck Type</td>
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<td>Trenching Machines</td>
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<td>Yakima</td>
<td>Truck Crane Oiler/driver - 100 Tons And Over</td>
<td>$66.57</td>
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<td>Yakima</td>
<td>Truck Crane Oiler/Driver Under 100 Tons</td>
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<td>Yakima</td>
<td>Truck Mount Portable Conveyor</td>
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<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Concrete Finish Machine - Laser Screed</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Over 42 M</td>
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<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Concrete Pump: Truck Mount With Boom Attachment Up To 42m</td>
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<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Cranes friction: 200 tons and over</td>
<td>$69.20</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Cranes: 100 tons through 199 tons, or 150’ of boom (including jib with attachments)</td>
<td>$67.84</td>
<td>7A</td>
<td>3K</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Cranes: 20 Tons Through 44 Tons With Attachments</td>
<td>$66.57</td>
<td>7A</td>
<td>3K</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Cranes: 200 tons- 299 tons, or 250’ of boom including jib with attachments</td>
<td>$68.53</td>
<td>7A</td>
<td>3K</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Cranes: 300 tons and over or 300’ of boom including jib with attachments</td>
<td>$69.20</td>
<td>7A</td>
<td>3K</td>
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<tr>
<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Cranes: 45 Tons Through 99 Tons, Under 150’ Of Boom (including Jib With Attachments)</td>
<td>$67.16</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Cranes: A-frame - 10 Tons And Under</td>
<td>$63.17</td>
<td>7A</td>
<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Cranes: Friction cranes through 199 tons</td>
<td>$68.53</td>
<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Cranes: through 19 tons with attachments, A-frame over 10 tons</td>
<td>$66.05</td>
<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Crusher</td>
<td>$66.57</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Deck Engineer/Deck Winches (power)</td>
<td>$66.57</td>
<td>7A</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Derricks, On Building Work</td>
<td>$67.16</td>
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<td>3K</td>
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<td>Yakima</td>
<td>Power Equipment Operators: Underground Sewer &amp; Water</td>
<td>Dozers D-9 &amp; Under</td>
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<td>Drill Oilers: Auger Type, Truck Or Crane Mount</td>
<td>$66.05</td>
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<td>Drilling Machine</td>
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<td>Elevator And Man-lift: Permanent And Shaft Type</td>
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<td>Finishing Machine, Bidwell And Gamaco &amp; Similar Equipment</td>
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<td>Forklift: 3000 Lbs And Over With Attachments</td>
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<td>Forklifts: Under 3000 Lbs. With Attachments</td>
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<td>Grade Engineer: Using Blue Prints, Cut Sheets, Etc</td>
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<td>Gradechecker/Stakeman</td>
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<td>Guardrail Punch</td>
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<td>Horizontal/Directional Drill Locator</td>
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<td>Horizontal/Directional Drill Operator</td>
<td>$66.57</td>
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<td>Hydralifts/Boom Trucks Over 10 Tons</td>
<td>$66.05</td>
<td>7A</td>
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<td>Hydralifts/Boom Trucks, 10 Tons And Under</td>
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<td>7A</td>
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<td>Loader, Overhead 8 Yards. &amp; Over</td>
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<td>7A</td>
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<td>Loader, Overhead, 6 Yards. But Not Including 8 Yards</td>
<td>$67.16</td>
<td>7A</td>
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<td>Loaders, Overhead Under 6 Yards</td>
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<td>Loaders, Plant Feed</td>
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<td>Loaders: Elevating Type Belt</td>
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<td>Locomotives, All</td>
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<td>Material Transfer Device</td>
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<td>Mechanics, All (leadmen - $0.50 Per Hour Over Mechanic)</td>
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<td>Motor Patrol Graders</td>
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<td>7A</td>
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<td>Mucking Machine, Mole, Tunnel</td>
<td>$67.16</td>
<td>7A</td>
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<td>Underground Sewer &amp; Water</td>
<td>Drill, Boring, Road Header And/or Shield</td>
<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Oil Distributors, Blower Distribution &amp; Mulch Seeding Operator $63.17 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Outside Hoists (Elevators And Manlifts), Air Tuggers, Strato $66.05 7A 3K 8X View</td>
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<tr>
<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Overhead, Bridge Type Crane: 20 Tons Through 44 Tons $66.57 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Overhead, Bridge Type: 100 Tons And Over $67.84 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Overhead, Bridge Type: 45 Tons Through 99 Tons $67.16 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Pavement Breaker $63.17 7A 3K 8X View</td>
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<tr>
<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Pile Driver (other Than Crane Mount) $66.57 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Plant Oiler - Asphalt, Crusher $66.05 7A 3K 8X View</td>
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<tr>
<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Posthole Digger, Mechanical $63.17 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Power Plant $63.17 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Pumps - Water $63.17 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Quad 9, Hd 41, D10 And Over $67.16 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Quick Tower - No Cab, Under 100 Feet In Height Based To Boom $63.17 7A 3K 8X View</td>
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<tr>
<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Rigger and Bellman $63.17 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Rigger/Signal Person, Bellman (Certified) $66.05 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Rollagon $67.16 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Roller, Other Than Plant Mix $63.17 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Roller, Plant Mix Or Multi-lift Materials $66.05 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Saws - Concrete $66.05 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Scraper, Self Propelled Under 45 Yards $66.57 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Scrapers - Concrete &amp; Carry All $66.05 7A 3K 8X View</td>
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<td>Yakima Power Equipment Operators: Underground Sewer &amp; Water Scrapers, Self-propelled: 45 Yards And Over $67.16 7A 3K 8X View</td>
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<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td>Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons</td>
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<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td>Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons</td>
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<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td>Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons</td>
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<td>Spreader, Topsider &amp; Screedman</td>
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<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td>Subgrader Trimmer</td>
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<td>Tower Bucket Elevators</td>
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<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td>Tower Crane Up To 175' In Height Base To Boom</td>
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<td>Tower Crane: over 175’ through 250’ in height, base to boom</td>
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<td>Transporters, All Track Or Truck Type</td>
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<td><strong>Power Equipment Operators - Underground Sewer &amp; Water</strong></td>
<td>Truck Crane Oiler/driver - 100 Tons And Over</td>
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<td>Wheel Tractors, Farmall Type</td>
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<td><strong>Power Line Clearance Tree Trimmers</strong></td>
<td>Journey Level In Charge</td>
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<td>6Z</td>
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<td>Residential Brick Mason</td>
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<td>Residential Cement Masons</td>
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<td>Yakima</td>
<td>Residential Painters</td>
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<td>Yakima</td>
<td>Residential Plumbers &amp; Pipefitters</td>
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<td>Yakima</td>
<td>Residential Soft Floor Layers</td>
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<td>Yakima</td>
<td>Residential Sprinkler Fitters (Fire Protection)</td>
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<td>Residential Stone Masons</td>
<td>Journey Level</td>
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<td>Residential Terrazzo Workers</td>
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<td>Yakima</td>
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<td>Journeyman Roofer, Waterproofer, Kettleman</td>
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<td>7G</td>
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<td>Sheet Metal Workers</td>
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<td>5A</td>
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<td>Sign Makers &amp; Installers (Non-Electrical)</td>
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<td>Surveyors</td>
<td>Chainman</td>
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<td>Construction Site Surveyor</td>
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<td>Telephone Line Construction - Outside</td>
<td>Hole Digger/Ground Person</td>
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<td>Telephone Line Construction - Outside</td>
<td>Special Apparatus Installer I</td>
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<td>Special Apparatus Installer II</td>
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<td>Telephone Line Construction - Outside</td>
<td>Telephone Equipment Operator (Heavy)</td>
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<td>Telephone Line Construction - Outside</td>
<td>Telephone Equipment Operator (Light)</td>
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<td>Telephone Line Construction - Outside</td>
<td>Telephone Lineperson</td>
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<td>5A</td>
<td>2B</td>
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<td>Yakima</td>
<td>Telephone Line Construction - Outside</td>
<td>Television Groundperson</td>
<td>$22.32</td>
<td>5A</td>
<td>2B</td>
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<td>Telephone Line Construction - Outside</td>
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<td>Telephone Line Construction - Outside</td>
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<td>$31.67</td>
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<td>2B</td>
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<td>Yakima</td>
<td>Telephone Line Construction - Outside</td>
<td>Tree Trimmer</td>
<td>$38.92</td>
<td>5A</td>
<td>2B</td>
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<td>Yakima</td>
<td>Terrazzo Workers</td>
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<td>Tile Setters</td>
<td>Journey Level</td>
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<td>Tile, Marble &amp; Terrazzo Finishers</td>
<td>Journey Level</td>
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Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

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

C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

D. The first two (2) hours before or after a five-eight (5/8) hour workweek day or a four-ten (4/10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
**Overtime Codes Continued**

1. **O.** The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

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

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

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

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

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

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

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

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

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

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

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

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

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

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

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

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

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
Overtime Codes Continued

3. E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

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

H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Sundays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

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

B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

Overtime Codes Continued

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.
EXCEPTION:
On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

4. E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage, except that the Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
4. M. All hours worked on Sunday and Holidays shall be paid at double the hourly rate. Any employee reporting to work less than nine (9) hours from their previous quitting time shall be paid for such time at time and one-half times the hourly rate.

N. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays, and all work performed between the hours of midnight (12:00 AM) and eight AM (8:00 AM) every day shall be paid at double the hourly rate of wage.

O. All hours worked between midnight Friday to midnight Sunday shall be paid at one and one-half the hourly rate of wage. After an employee has worked in excess of eight (8) continuous hours in any one or more calendar days, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of six (6) hours or more. All hours worked on Holidays shall be paid at double the hourly rate of wage.

P. All hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage.

Q. The first four (4) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday shall be paid at double the hourly rate. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

R. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

S. All hours worked on Saturdays and Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

T. The first two (2) hours of overtime for hours worked Monday-Friday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. For work on Saturday which is scheduled prior to the end of shift on Friday, the first six (6) hours work shall be paid at one and one-half times the hourly rate of wage, and all hours over (6) shall be paid double the hourly rate of wage. For work on Saturday which was assigned following the close of shift on Friday, all work shall be paid at double the hourly rate of wage.

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
4. W. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at least eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

**Holiday Codes**


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**Holiday Codes Continued**


Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
Benefit Code Key – Effective 8/31/2019 thru 4/1/2020

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.


E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.


H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.


Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Sunday, the preceding Friday shall be a regular work day.

Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the Day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year’s Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Holidays: New Year's Day, Day After New Year’s, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year’s Day, and a Floating Holiday.

Holidays: New Year's Day, Day before or after New Year’s Day, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken
on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

7. Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

Z. Holidays: New Year's Day, President’s Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

**Holiday Codes Continued**

15. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Day and Christmas Day. (8) Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.


**Note Codes**

8. D. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, And Class D Suit $0.50.

Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
8. **S.** Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, and Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50’ to 100’ - $2.00 per foot for each foot over 50 feet. Over 101’ to 150’ - $3.00 per foot for each foot over 101 feet. Over 151’ to 220’ - $4.00 per foot for each foot over 220 feet. Over 221’ - $5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25’ to 300’ - $1.00 per foot from entrance. 300’ to 600’ - $1.50 per foot beginning at 300’. Over 600’ - $2.00 per foot beginning at 600’.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, and Class D Suit: $0.50. Special Shift Premium: Basic hourly rate plus $2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.
8. Z. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour. Special Shift Premium: Basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour. Special Shift Premium: Basic hourly rate plus $2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid $0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130’ to 199’ – $0.50 per hour over their classification rate.
(B) – 200’ to 299’ – $0.80 per hour over their classification rate.
(C) – 300’ and over – $1.00 per hour over their classification rate.

B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents ($0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or as directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

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

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

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

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

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

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

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

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

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW 39.12.010
(The definition of “locality” in RCW 39.12.010(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.)
WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

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

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

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

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

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.
WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

   (i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

   (ii) At multiple points at the project; or

   (iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.
(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]
SECTION 6 - TECHNICAL SPECIFICATIONS
# CITY OF YAKIMA
YAKIMA COUNTY, WASHINGTON

SPECIAL PROVISIONS FOR

FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)

CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

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SPECIAL PROVISIONS

FOR

CITY OF YAKIMA

FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)

CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

INTRODUCTION TO THE SPECIAL PROVISIONS
(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2020 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

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

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

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

DESCRIPTION OF WORK

The project consists of the following work:

Install 1,540 LF of new 15-Inch diameter sanitary sewer main by open-trench construction, reconnection of laterals and side sewers, removal of abandoned watermain, sewermain, and storm drainage, removal of curb and gutter and sidewalk, 1,040 LF new curb and gutter, 620 SY new sidewalk, 2,960 Tons crushed surfacing, 1,250 Tons HMA, 780 LF of 12-Inch storm drain pipe, pavement markings, and related work.

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

All work shall be done in accordance with the Plans, the Standard Specifications for Road, Bridge, and Municipal Construction prepared by the Washington State Department of Transportation dated 2020, referenced codes and organizations, and these Special Provisions.
1-01 DEFINITIONS AND TERMS

1-01.3 Definitions
(January 4, 2016 APWA GSP)

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

Dates

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

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

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date
The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

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

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

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

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

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

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.
Additive
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

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

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

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

Contract Documents
See definition for “Contract”.

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

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

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

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

The terms defined in Section 1-01.3 of the Standard Specifications shall be further described by the following:

Contracting Agency
City of Yakima
129 North Second Street
Yakima, WA  98901

The terms “Contracting Agency”, “Agency” and “Owner” are interchangeable.

Engineer
HLA Engineering and Land Surveying, Inc. (HLA)
2803 River Road
Yakima, WA 98902

Inspector
The Contracting Agency’s designated Inspector (Resident Engineer) who observes the Contractor’s performance.

Working Drawings
Working drawings are further defined as electrical diagrams, catalog cut sheets, manufacturer's informational sheets describing salient features, performance curves, or samples of fabricated and manufactured items (including mechanical and electrical equipment) required for the construction project.
1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders
Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications
Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed will be found in the Call for Bids (Advertisement for Bids) for the work. During the bid period, electronic PDF plans and specifications, including any addenda will be available to download at https://hlacivil.com/bid. Following bid period, electronic PDF plans and specifications will only be available upon request. No paper copies will be provided.

1-02.4 Examination of Plans, Specifications, and Site of Work

1-02.4(1) General
(August 15, 2016 APWA GSP Option B)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business four (4) days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

Add the following paragraph:

No pre-bid approval on any proposed substitute equipment shall be granted prior to the bid opening unless specified otherwise in these Specifications.

1-02.4(2) Subsurface Information
(March 8, 2013 APWA GSP)

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

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the contract.

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder’s name, address, telephone number, and signature; the bidder’s UDBE/DBE/M/WBE commitment, if applicable, a State of Washington Contractor’s Registration Number; and a Business License Number, if applicable. Bids shall be
completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal  
(July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

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

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

Delete the last two paragraphs, and replace them with the following:

If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any Subcontractor to perform those items of work.

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

The Bidder shall make no stipulation on the Bid form, nor qualify the Bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

Supplement this section with the following:

Any bid item which has a unit price but no extension column amount shall have the extension amount determined by multiplying the unit price times the unit quantity. Any bid item which does not have a unit price but does have an extension column amount shall have the unit price determined by dividing the extension amount by the unit quantity. Should both the unit price and the extension column amount be left blank, then the entire bid shall be considered non-responsive.

1-02.7 Bid Deposit  
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;

2. Name of the project;
3. The Contracting Agency named as obligee;

4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;

5. Signature of the bidder’s officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;

6. The signature of the surety’s officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

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

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Fair Avenue Sanitary Sewer Main Improvements and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

The Bidder shall submit to the Contracting Agency a signed “Certification of Compliance with Wage Payment Statutes” document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The “Certification of Compliance with Wage Payment Statutes” document shall be received either with the Bid Proposal or as a Supplement to the Bid. The document shall be received no later than 24 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) shall be submitted as follows:

1. By facsimile to the following FAX number:  (509) 965-3800, or
2. By e-mail to the following e-mail address:  info@hlacivil.com and talapeteri@hlacivil.com

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.
If the Bidder’s request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals
(June 20, 2017 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder’s completed UDBE Utilization Certification that they are in agreement with the bidder’s UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
   k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
   c. Receipt of Addenda is not acknowledged;
   d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
   e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.
The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. **Delinquent State Taxes**

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

   B. **Documentation**: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

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

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

3. **Subcontractor Responsibility**

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

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

4. **Claims Against Retainage and Bonds**

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

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

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

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

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

6. **Termination for Cause / Termination for Default**

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

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

7. **Lawsuits**

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

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

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder’s compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.
If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency’s determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency’s final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre-Award Information
(August 14, 2013 APWA GSP)

Revise this section to read:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder’s unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.
1-03.2 Award of Contract

Supplement this section with the following:

The Contract will be awarded to the apparent low bidder on the basis of the total of all bid items and schedules accepted by the Contracting Agency. The Contractor shall submit bids for all bid schedules, including all alternate and/or additive bid schedules as applicable, to be considered a responsive bidder.

1-03.3 Execution of Contract

*Revise this section to read:*

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

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

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of twenty (20) additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

Supplement this section with the following:

Failure to return the required documents within the allotted time shall be considered as non-responsive and shall result in forfeiture of the bid bond or deposit of the bidder in accordance with Section 1-03.5.

1-03.4 Contract Bond

*Revise this section to read:*

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on a Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner;
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties or

   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

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

5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the bond; and

6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect by the president or vice president).

Supplement this section with the following:

The Contractor shall guarantee the material provided and workmanship performed under the Contract for a period of one year from and after the final acceptance thereof by the Contracting Agency. Repair and/or replacement of defective materials and workmanship shall be as specified in Section 1-05.12(1).

In addition to the requirements for the Contract Bond according to Section 1-03.4 of the Standard Specifications, the Bond shall further indemnify and hold the Contracting Agency harmless from defects appearing or developing in the material or workmanship provided or performed under the Contract within a period of one year after final acceptance by the Contracting Agency. The Contract Bond document is bound in these Specifications.

1-03.7 Judicial Review
(November 30, 2018 APWA GSP)

Revise this section to read:

Any decision made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

1-04 SCOPE OF THE WORK

1-04.1 Intent of the Contract

1-04.1(2) Bid Items Not Included in the Proposal

Delete the first paragraph in its entirety and replace it with the following:

If work is required to complete the project according to the intent of the Plans and Specifications but no bid item is provided in the Bid Schedule, then the Contractor shall include the cost for providing the necessary work in the unit or lump sum price for the bid item most closely related to the work.
1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency’s Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

Supplement this section with the following:

No changes in the work covered by the approved Contract Documents shall be made without having prior written or oral (as deemed appropriate due to urgency of change) approval of the Owner. If oral approval is granted, it shall be documented in writing shortly thereafter. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

a. Unit bid prices previously approved.

b. An agreed lump sum.

c. The actual costs of:
   
   (1) Labor, including foremen;
   
   (2) Materials entering permanently into the work;
   
   (3) The ownership or rental costs of construction plant and equipment during the time of use on the extra work;
   
   (4) Power and consumable supplies for the operation of power equipment;
   
   (5) Insurance;
   
   (6) Social Security and old age and unemployment contributions.

Should authorized changes be made based upon the actual cost of material and labor, the costs thereof and costs allowed for overhead profit, bonds, insurance, etc., shall be determined via Section 1-09.6 Force Account of the Standard Specifications.

1-04.4(1) Minor Changes

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to $15,000.00 or less may be made under the Bid item “Minor Change”. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All “Minor Change” work will be within the scope of the Contract Work and will not change Contract Time.
1-04.6 Variation in Estimated Quantities

Supplement this section with the following:

The quantities listed in the unit price Bid Proposal are estimates for bidding purposes only. There will be no adjustments in price due to increases or decreases in quantities regardless of the magnitude. The 25 percent provisions of this Section 1-04.6 shall not apply to: All Bid Items. Payment will be made at the unit contract price for actual quantities of work completed.

1-04.11 Final Cleanup

Supplement this section with the following:

Partial cleanup shall be done by the Contractor when he feels it is necessary or when, in the opinion of the Contracting Agency, partial cleanup should be done prior to either final cleanup or final inspection. The cleanup work shall be done immediately upon written notification of the Engineer and other work shall not proceed until this partial cleanup is accomplished. Should the Contractor not conduct the cleanup as directed and in a timely manner, the Owner shall take action to have such cleanup work completed by others and will deduct such costs from any payment due the Contractor.

1-05 CONTROL OF WORK

1-05.1 Authority of the Engineer

Supplement this section with the following:

Unless otherwise expressly provided in the Contract Drawings, Specifications, and Addenda, the means and methods of construction shall be such as the Contractor may choose; subject, however, to the Engineer's right to reject means and methods proposed by the Contractor which (1) will constitute or create a hazard to the work, or to persons or property; or (2) will not produce finished work in accordance with the terms of the Contract. The Engineer's approval of the Contractor's means and methods of construction or his failure to exercise his right to reject such means or methods shall not relieve the Contractor of the obligation to accomplish the result intended by the Contract; nor shall the exercise of such right to reject create a cause for action for damages.

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

1-05.3 Working Drawings

Supplement this section with the following:

Working Drawings shall be transmitted to HLA with the Submittal Transmittal sheet provided to the Contractor after project award, also found at: http://hlacivil.com/forms. The Submittal Transmittal form includes certification language stating the submittal has been reviewed by the Contractor and complies with the Plans and Specifications. Catalog cuts shall include marks to indicate the specific item that is to be provided for the project. If alternate items are submitted for approval, the Contractor shall indicate the proposed location and use of the item.

If PDF format is found to be unacceptable, the Contractor shall submit to the Engineer for review and approval, six copies of all Working Drawings required in the project documents. The data shown on the Working Drawings will be complete with respect to dimensions, design criteria, products and materials of construction, and like information to enable the Engineer to review the submittal. At the time of submittal, the Contractor shall, in writing, call attention to any deviations that the item or material submitted may have from the requirements of the Contract Specifications. When the Contractor does call such deviations to the attention of the Engineer, the Contractor shall state in his letter whether or not such deviations involve any deduction or extra cost adjustment.

Unless otherwise approved by the Engineer, Working Drawings and samples shall be submitted only by the Prime Contractor, who shall indicate by a signed stamp on the Working Drawing, or other means,
that he (the Prime Contractor) has checked the Working Drawing. The Contractor's stamp of approval on the Working Drawings shall constitute a representation to the Owner and Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, or similar data and assumes full responsibility for doing so, and that he has reviewed or coordinated each Working Drawing or sample with the requirements of the Contract Documents. Working Drawings submitted by subcontractors, directly to the Owner or sub-consultants, will be rejected for the purpose of approval.

The practice of submitting incomplete or unchecked Working Drawings for the Engineer to correct or finish will not be acceptable, and Working Drawings which, in the opinion of the Engineer, clearly indicate that they have not been checked by the Contractor will be considered as not complying with the intent of the Contract Documents and will be returned to the Contractor for resubmission in proper form.

The Engineer will review with reasonable promptness Working Drawings and samples, but the Engineer's review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the means, methods, sequences, techniques or procedures of construction, or to safety precautions or programs incidental thereto. The review by the Engineer of a separate item as such will not indicate review of the assembly in which the item functions.

When the Working Drawings have been reviewed by the Engineer, an electronic (.pdf) copy including a transmittal memo will be returned to the Contractor. No submittal or Working Drawing will be recognized without the Engineer's review attached. In case of dispute, the Engineer's electronic copy will be recognized as the accepted copy of record. Two sets of submittals will be returned to the Contractor appropriately stamped. If major changes or corrections are necessary, the Working Drawings may be rejected, and one set will be returned to the Contractor with such changes or corrections indicated. The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected Working Drawings or samples for review. No changes shall be made by the Contractor to resubmitted Working Drawings other than those changes indicated by the Engineer, unless such changes are clearly described in a letter accompanying the resubmitted Working Drawings.

Where a Working Drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

1-05.3(1) Project Record Drawings (New Section)

The following new section shall be added to the Standard Specifications:

The Contractor shall maintain a neatly marked, full-size set of record drawings showing the final location and layout of all new construction. Drawings shall be kept current weekly, with all field instruction, change orders, and construction adjustment.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual Dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks,
landscaping area, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

Drawings shall be subject to the inspection of the Engineer at all times. Prior to acceptance of the work, the Contractor shall deliver to the Engineer one set of neatly marked record drawings showing the information required above.

Requests for partial payment will not be approved if the marked-up prints are not kept current, and request for final payment will not be approved until the marked-up prints are delivered to the Engineer.

1-05.4 Conformity with and Deviations from Plans and Stakes

Add the following new sub-sections:

1-05.4(1) Roadway and Utility Surveys (New Section)

The following new section shall be added to the Standard Specifications:

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

The Engineer will establish the line and grade of proposed construction by offset stakes, the centerline for minor structures, and establish bench marks at convenient locations for use by the Contractor. The Contractor shall establish grades from the Engineer's stakes at suitable intervals in accordance with good practice and which meet with the approval of the Engineer. Where any information on the Plans is insufficient for establishing line and/or grade, the Contractor shall request additional information from the Engineer. Where new construction adjoins existing construction, the Contractor shall make such adjustments in grade as are directed by the Engineer. The Engineer will perform all surveying necessary to check compliance with the Specifications and as required for measuring the quantities of work as specified. The Contractor shall furnish assistance to the Engineer in checking depth and measuring quantities for payment purposes.

The Engineer will provide slope staking one time only in areas of significant sloping, establish the centerline for minor structures, and establish bench marks at convenient locations for use by the Contractor.

Any charges incurred by the Engineer to replace stakes, markers, and monumentation which were not to be disturbed, but were damaged by the Contractor's operations, shall be calculated on an hourly basis at the Engineer's normal hourly billing rates in effect at that time for the individuals and equipment required to do the work, including travel time and overtime. The Contractor does hereby authorize the Contracting Agency to deduct such costs from the amounts due or to become due to him.

Any claim by the Contractor for extra compensation by reason of alterations or reconstruction work allegedly due to error in the Engineer's line and grade, will not be allowed unless the original control points set by the Engineer still exist, or unless other satisfactory substantiating evidence to prove the error is furnished the Engineer. Three consecutive points set on line or grade shall be the minimum points used to determine any variation from a straight line or grade. Any such variation shall, upon discovery, be reported to the Engineer. In the absence of such report, the Contractor shall be liable for any error in alignment or grade.

1-05.4(2) Construction Staking Requests (New Section)

The following new section shall be added to the Standard Specifications:

All staking requests shall be made on the “Construction Staking Request Form” found in Appendix A. The form shall be emailed, faxed, or delivered to the Engineer's office at least three (3) working days prior to the date requested for staking. The Contractor shall provide a brief description of the staking requested, the approximate location (station to station), and when the staking will be required. The
request shall be reviewed with the Engineer and both parties shall sign the form. When the staking is completed, the survey party chief will initial and date the form. Requests for re-stakes shall be marked boldly in the description and initialed by both the Contractor and the Engineer.

1-05.6 Inspection of Work and Materials

1-05.6(1) Testing (New Section)

The following new section shall be added to the Standard Specifications:

The Contractor shall be responsible for scheduling and paying for all material and compaction testing required by these Technical Specifications. The cost of testing shall be considered incidental to the various bid items. All testing services shall be performed by an independent, certified testing firm and/or laboratory meeting the approval of the Engineer. The Contractor shall submit information relating to the qualifications of the proposed testing firm to the Engineer for review and approval prior to the preconstruction conference. The testing firm shall provide a test report to the Engineer within 24 hours of any test completion. Test reports shall become the property of the Owner. Testing frequencies listed below may be modified to assure compliance with the Specifications.

Roadway Embankment

Copies of the moisture density curves for each type of material encountered and copies of all test results shall be provided to the Engineer as construction progresses.

Compaction tests shall be taken at a frequency sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for every 5,000 square feet of surface area for each lift of roadway embankment.

The Engineer may request additional tests be performed at the Contractor's expense, if test results do not meet the required subgrade densities.

Roadway embankment compaction shall be as specified in Section 2-03.3(14)C, Method C. Embankment shall be compacted to at least 95% of maximum density as determined by ASTM D 698 (Standard Proctor).

Roadway Subgrade

Copies of the moisture density curves for each type of material encountered and copies of all test results shall be provided to the Engineer as construction progresses.

Compaction tests shall be taken at a frequency sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for every 5,000 square feet of subgrade.

The Engineer may request additional tests be performed at the Contractor's expense, if test results do not meet the required subgrade densities.

Subgrade compaction shall be as specified for Roadway Embankment.

Ballast and Crushed Surfacing

Copies of the moisture density curves and gradation for each type of material incorporated into the project and copies of all test results shall be provided to the Engineer or Owner as construction progresses.

Compaction tests shall be taken at a frequency sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for every 3,000 square feet of surface area for each lift of ballast or crushed surfacing.
The Engineer or Owner may request additional tests be performed at the Contractor’s expense, if test results do not meet the required densities.

Portland Cement Concrete for Curbs, Sidewalks, and Pavement

Sample the first truck and each load until two successive loads meet specifications, and then randomly test one load for every 100 cubic yards. If at any time one load fails to meet specifications, continue testing every load until two successive loads meet specifications, and then randomly test one load for every 100 cubic yards.

For total daily quantities less than four (4) cubic yards, testing requirements shall be at the discretion of the Engineer.

Asphalt Paving

Copies of the reference maximum density test for each class of Hot Mix Asphalt pavement and copies of all test results shall be provided to the Engineer as construction progresses.

Density tests shall be taken at a frequency sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for every 3,000 square feet of surface area for each lift of asphalt concrete pavement.

The Engineer or Owner may request additional tests be performed at the Contractor’s expense, if test results do not meet the required densities.

Compaction of Hot Mix Asphalt pavement shall be as specified in Section 5-04.3(10)A.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

The rights exercised under the provisions of this section shall not diminish the Contracting Agency’s right to pursue any other avenue for additional remedy or damages with respect to the Contractor’s failure to perform the work as required.
1-05.8 Survey Monuments (New Section)

The following new section shall be added to the Standard Specifications:

The Contracting Agency will, at its own cost, reference all known existing monuments or markers relating to subdivisions, plats, roads, street centerline intersections, etc. The Contractor shall take special care to protect these monuments or markers and also the reference points. In the event the Contractor is negligent in preserving such monuments and markers, the points will be reset by a licensed surveyor at the Contractor's expense.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.
Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

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

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

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

1-05.12(1) One-Year Guarantee Period  (New Section)  
(March 8, 2013 APWA GSP)

The following new section shall be added to the Standard Specifications:

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency’s written notice of a defect and shall complete such work within the time stated in the Contracting Agency’s notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency’s own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor’s work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

Supplement this section with the following:

The Contractor agrees the above one-year limitation shall not exclude nor diminish the Contracting Agency's rights under any law to obtain damages and recover costs resulting from defective and unauthorized work discovered after one year.
1-05.13 Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

1-05.16 Water and Power (New Section)

The following new section shall be added to the Standard Specifications:

Water Supply: Water for use on this project shall be furnished by the Contracting Agency and the Contractor shall convey the water from the nearest convenient hydrant or other source at his own expense. The hydrants shall be used in accordance with the appropriate Water Department regulations. The Contracting Agency reserves the right to deny the use of fire hydrants where deemed inappropriate by the Contracting Agency.

Power Supply: The Contractor shall make necessary arrangements and shall bear the costs for power necessary for the performance of the work.

Measurement and Payment: No separate measurement and payment for water and power will be made. This pertains to water required for dust control, water settling trenches (when approved by the Engineer), and any other water as required by the Contract Documents. All costs for hauling, conveying, and applying water shall be included in the various bid items of the proposal.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

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

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

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

Amend the second sentence of the first paragraph to read:

The Contractor shall indemnify and save harmless the State (including the Commission, the Secretary, and any agents, officers, and employees) and the Contracting Agency (including any agents, officers, employees, and representatives) against any claims which may arise because the Contractor (or any employee of the Contractor or subcontractor or materialman) violated a legal requirement.

1-07.2 State Taxes

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

1-07.2 State Sales Tax

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax - Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax - Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.
Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

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

1-07.3 Fire Prevention and Merchantable Timber Requirements

Delete this section and all submittal requirements.

1-07.6 Permits and Licenses

Supplement this section with the following:

The Contractor and all subcontractors are responsible for obtaining and paying for business licenses in the City of Yakima.

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

All costs required to comply with this section shall be the responsibility of the Contractor.

1-07.7 Load Limits

(\textit{March 13, 1995 WSDOT GSP})

Supplement this section with the following:

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

1-07.13 Contractor's Responsibility for Work

1-07.13(3) Relief of Responsibility for Damage by Public Traffic

Delete this section and replace it with the following:

When it is necessary for public traffic to utilize the street and associated facilities during construction, the Contractor shall be responsible for damages to improvements. The Contractor shall provide all necessary protection and temporary facilities to accommodate both vehicular and pedestrian traffic during construction.

1-07.17 Utilities and Similar Facilities

Supplement this section with the following:

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

The following addresses and telephone number of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:
Locations and dimensions shown on the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification. It shall be the Contractor's responsibility to investigate the presence and location of all utilities prior to bid opening and to assess their impacts on his construction activities.

The Contractor shall call the Utility Notification Center (One-Call Agency) for field location, not less than two or more than ten business days before the scheduled date for commencement of excavation which may affect underground utility facilities, unless otherwise agreed upon by the parties involved. A business day is defined as any day other than Saturday, Sunday, or a legal local, state, or federal holiday. The telephone number for the One-Call Agency for this project is 1-800-424-5555. If no one-number locator service is available, notice shall be provided individually by the Contractor to those owners known to or suspected of having underground facilities within the area of proposed excavation.

It is the responsibility of the Contractor to verify pertinent locations and elevations of utility connection points and utility crossings. The Contractor shall field verify depths of utilities by potholing prior to beginning any new construction to allow for adjustment in grade or alignment. Potholing shall be considered incidental to other bid items and no additional compensation will be paid.

Utilities, new or old, may be renewed, relocated, or adjusted for the proposed construction. The Contractor shall, prior to beginning any work, meet with all utility organizations (public and private) in the field to familiarize himself with existing utility locations, along with familiarizing himself with plans and schedules for the installation of new, relocated, or adjusted utilities. Both public and private utility organizations, along with private contractors working for these organizations, may be doing utility installations within the area. The proposed construction work must be coordinated with these utility installations.

The Contractor shall arrange with the owners and operators of the respective utility systems to mark the locations and, if necessary or prudent, to expose the existing utilities prior to construction of the facilities contained in this Contract.

The Contractor shall coordinate his work with other contractors who may be working in the project area and cooperate with them.

The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to underground utilities. Any cost to the Contractor incurred as a result of this law shall be at the Contractor's expense. In addition to the requirements of RCW 19.122, the Contractor shall use surface features and other evidence in determining the approximate utility location prior to excavation.

Where the location of the work is in proximity to overhead wires and power lines, the Contractor shall coordinate all work with the utility and shall provide for such measures as may be necessary for the protection of workmen.

1-07.18 Public Liability and Property Damage Insurance

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

Within ten (10) days following contract award or prior to start of construction, whichever comes first, the Contractor shall furnish the Owner a Certificate of Insurance and the additional insured endorsements as evidence of compliance with these requirements. This certificate shall name the CITY OF YAKIMA,
its employees, agents, elected and appointed officials, HLA Engineering and Land Surveying, Inc. (HLA), as "additional insureds" and shall stipulate that the policies named thereon cannot be canceled unless at least twenty (20) days written notice has been given to the Owner. The certificate shall not contain the following or similar wording regarding cancellation notification: "Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

The Contractor shall obtain and keep in force the following policies of insurance. The policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. Unless otherwise indicated below, the policies shall be kept in force from the execution date of the contract until the date of acceptance by the Owner.

1. Commercial General Liability Insurance written under ISO Form CG0001 or its equivalent with minimum limits of $3,000,000 per occurrence and in the aggregate for each policy period. This protection may be a CGL policy or any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than $3,000,000. Products and completed operations coverage shall be provided for a period of one year following final acceptance of the work.

2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work with a combined single limit of not less than $1,000,000 each occurrence with the Owner named as an additional insured in connection with the Contractor's Performance of the contract.

3. Owners and Contractors Protective (OCP) Insurance providing bodily injury and property damage liability coverage, with limits of $3,000,000 per occurrence and in the aggregate for each policy period, written on Insurance Services Office (ISO) form CG0009 together with Washington State Department of Transportation Amendatory Endorsement No. CG 2908, specifying the Contracting Agency as a named insured.

The Contractor may choose to terminate this insurance after the date of Substantial Completion as determined by the Engineer or, should Substantial Completion not be achieved, after the date of Physical Completion as determined by the Engineer. In the event the Contractor elects to terminate this coverage, prior to acceptance of the contract, the Contractor shall first obtain an endorsement to the Commercial General Liability Insurance described below that establishes the Contracting Agency on that policy as an additional insured.

The Owners and Contractors Protective Insurance policy shall not be subject to a deductible or contain provisions for a deductible. The Commercial General Liability policy and the Commercial Automobile Liability Insurance policy may, at the discretion of the Contractor, contain provisions for a deductible. If a deductible applies to any claim under these policies, then payment of that deductible will be the responsibility of the Contractor, notwithstanding any claim of liability against the Contracting Agency. However, in no event shall any provision for a deductible provide for a deductible in excess of $50,000.00.

Prior to contract execution, the Contractor shall file with the Engineer ACORD Form Certificates of Insurance evidencing the minimum insurance coverages required under these specifications.

All insurance policies and Certificates of Insurance shall include a requirement providing for a minimum of a 20-day prior written notice to the Contracting Agency of any cancellation or reduction of coverage. All insurance coverage required by this section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.

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 a five working day 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. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the unit contract prices and no additional payment will be made.
The Contractor is responsible for all his subcontractors’ actions and omissions.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

Add the following after the fourth sentence of the second paragraph:

Deficiencies not caused by the Contractor’s operations shall be repaired by the Contractor when directed by the Engineer, at the Contracting Agency’s expense.

Replace item 2. of the second paragraph with the following:

2. Keep existing traffic signal and lighting systems in operation as the work proceeds. (The Contracting Agency will continue the routine maintenance on such system.)

Add the following to the third paragraph:

5. Maintain vehicular and pedestrian access to businesses at all times that businesses are open.

Add the following to the sixth paragraph:

7. Open trenches and excavations shall be protected with proper barricades and at night, they shall be distinctively indicated by adequately placed lights.

Add the following paragraph:

It shall be the responsibility of the Contractor to seek the approval of and notify the Resident Engineer and the Police and Fire Departments at least 24 hours prior to closing any street, in addition to coordinating the proposed closures with the Contracting Agency to ensure proper detouring of traffic. When the street is re-opened, it shall again be the responsibility of the Contractor to notify the above named departments and persons.

In addition, the Contractor shall notify Yakima Transit (509) 575-6175 at least one (1) week in advance prior to closing any street or restricting transit routes, in addition to correlating the proposed closures with the Contracting Agency to ensure proper detouring of traffic. Each Thursday, the Contractor shall provide Yakima Transit a construction schedule for the upcoming week. The following streets within the project vicinity have known bus routes:

South Fair Avenue

1-07.23(2) Construction and Maintenance of Detours

Add the following to the third paragraph:

The Contractor shall maintain vehicular and pedestrian access to businesses at all times that businesses are open, unless work is occurring immediately in front of the doorway. It shall be the responsibility of the Contractor to maintain pedestrian traffic and business access throughout the duration of the project. At a minimum, the Contractor shall:

1. Minimize the disruption in front of the business access by removing sidewalk on either side of the access and leaving the existing sidewalk in place as long as possible and, likewise, shall sequence the installation of the new sidewalk to provide access to the business;

2. Provide gravel surfacing (crushed surfacing top course) access across the construction area to the door of the business;

3. Provide boardwalks and bridging where gravel surfacing cannot be provided or, by the nature of the business or where directed by the Engineer, wheeled access by strollers and wheelchairs is critical to the business and cannot be provided through the gravel surfacing;
4. Provide temporary sidewalk signs directing pedestrians through the construction, notifying pedestrians of alternative routes, and directing pedestrians to businesses where means of access is not obvious; and

5. Adjusting times of construction immediately in front of a business access to times of the day when the business is closed, or business activity is light. For example, construction in front of a deli would be restricted during the lunch hour.

6. When construction activities will affect ingress and egress to a property along the project alignment, the Contractor shall be responsible for notifying the occupant/occupants of the property 24 hours prior to the construction activity beginning. If personal contact with the occupant is not possible, the Contractor shall leave written notification.

7. Local access shall be maintained to the residents within the project limits at all times.

**1-07.24 Rights of Way**
*(July 23, 2015 APWA GSP)*

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

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

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

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

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

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

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

**1-07.28 Safety Standards (New Section)**

The following new section shall be added to the Standard Specifications:
All work shall be performed in accordance with all applicable local, state, and federal health and safety codes, standards, regulations, and/or accepted industry standards. It shall be the responsibility of the Contractor to ensure that his work force and the public are adequately protected against any hazards.

The Contracting Agency shall have the authority at all times to issue a stop work order at no penalty to the Contracting Agency if, in its opinion, working conditions present an undue hazard to the public, property, or the work force. Such authority shall not, however, relieve the Contractor of responsibility for the maintenance of safe working conditions or assess any responsibility to the Contracting Agency or Engineer for the identification of any or all unsafe conditions.

1-07.29 Notifying Property Owners (New Section)

The following new section shall be added to the Standard Specifications:

When construction activities will affect ingress and egress or utility service to a property along the project alignment, the Contractor shall be responsible for notifying the occupant/occupants of the property 24 hours prior to the construction activity beginning. If personal contact with the occupant is not possible, the Contractor shall leave written notification in both English and Spanish. Property owner notification requirements shall be coordinated with the Owner.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

Add the following new section:

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

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

1. To review the initial progress schedule;

2. To establish a working understanding among the various parties associated or affected by the work;

3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;

4. To establish normal working hours for the work;

5. To review safety standards and traffic control; and

6. To discuss such other related items as may be pertinent to the work.

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

1. A breakdown of all lump sum items;

2. A preliminary schedule of working drawing submittals; and

3. A list of material sources for approval if applicable.
Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than five (5) working days prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency’s material testing lab; inspectors; and other contracting Agency employees or third-party consultants, when, in the opinion of the Engineer, such work necessitates their presence.)

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.

3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.

4. If a 4-10 schedule is approved and the Contractor elects to work the fifth day or works multiple shifts in a single 24-hour period, such work shall be considered overtime work, or the Contractor will be charged an additional working day, at his option. On all such overtime work, a Resident Engineer will be present and a survey crew may be required at the discretion of the Engineer. In all such cases, the Contracting Agency may deduct overtime costs of employees and/or representatives of the Contracting Agency from amounts due or to become due to the Contractor.

5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll.

1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees (New Section)

The following new section shall be added to the Standard Specifications:

Where the Contractor elects to work on a nonworking day, as defined in Section 1-08.5 of the Standard Specifications, or longer than the normal working hours specified in Section 1-08.0(2), such work shall be considered as overtime work. If a 4-10 schedule is approved and the Contractor elects to work the fifth day or works multiple shifts in a single 24-hour period, such work shall be considered overtime work, or the Contractor will be charged an additional working day, at his option. On all such overtime work, a Resident Engineer will be present and a survey crew may be required at the discretion of the Engineer. In all such cases, the Contracting Agency may deduct overtime costs of employees and/or representatives of the Contracting Agency from amounts due or to become due to the Contractor.

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.
1-08.1 Subcontracting

Supplement this section with the following:

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

1. Request to Sublet Work (Form 421-012), and

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

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with “On all projects, the Contractor shall certify…”.
Request to Sublet Work

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<th>Prime Contractor</th>
<th>Federal Employer I.D. Number *</th>
<th>State Contract Number</th>
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<tr>
<td>Job Description (Title)</td>
<td>Federal Employer I.D. Number *</td>
<td>Request Number</td>
</tr>
</tbody>
</table>

**Approval is Requested to Sublet the Following Described Work to:**

<table>
<thead>
<tr>
<th>Lower Tier Subcontractor</th>
<th>Subcontractor</th>
<th>Unified Business Identifier (UBI)</th>
<th>Federal Employer I.D. Number *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Telephone Number</td>
<td></td>
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</tr>
<tr>
<td>City</td>
<td>State</td>
<td>Zip Code</td>
<td>Estimated Starting Date</td>
</tr>
<tr>
<td>If Lower Tier Subcontractor, Name of Corresponding Sub.</td>
<td>Fed ID of Corresponding Sub</td>
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<tr>
<td>* If no Federal Employer I.D. Number, Use Owner’s Social Security Number</td>
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<tr>
<th>Item No.</th>
<th>Partial</th>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
</table>

I understand and will ensure that the subcontractor will comply fully with the plans and specifications under which this work is being performed.

Prime Contractor Signature: ___________________________ Date: ________________

Department of Transportation Use Only

<table>
<thead>
<tr>
<th>Percent of Total Contract</th>
<th>DBE Status Verification</th>
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<tr>
<td>This Request</td>
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<td>Previous Requests</td>
<td></td>
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<tr>
<td>Sublet to Date</td>
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</tr>
</tbody>
</table>

Project Engineer’s Signature: ___________________________ Date: ________________

Approved: ___________________________ Date: ________________

DOT Form 421-012
Revised 07/2016

Distribution: White (Original) - Region  Canary (Copy) - Project Engineer  Pink (Copy) - Contractor
1-08.3 Progress Schedule

Delete this section and replace it with the following:

Following Contract award and satisfactory provision or execution of all required Contract Documents, the Engineer will schedule a preconstruction conference at a time mutually agreeable to all concerned. At this conference, all points of the Contract Documents will be open to discussion including scope, order and coordination of work, equipment lead time required, means and methods of construction, inspection and reporting procedures, etc. The Contractor should satisfy himself that all provisions and intentions of the Contract are fully understood.

The Contractor shall prepare and submit to the Engineer at the preconstruction conference a Construction Progress and Completion Schedule using a bar graph format. Items in the Schedule shall be arranged in the order and sequence in which they will be performed. The Schedule shall conform to the working time and time of completion established under the terms of the Contract and shall be subject to modification by the Engineer. The Schedule shall be drawn to a time scale, shown along the base of the diagram, using an appropriate measurement per day with weekends and holidays indicated. The Construction Progress Schedule shall be continuously updated and, if necessary, redrawn upon the first working day of each month or upon issuance of any Change Order which substantially affects the scheduling. Electronic copies of newly updated schedules shall be sent to the Engineer, as directed, immediately upon preparation.

Seasonal weather conditions shall be considered in the planning and scheduling of work influenced by high or low ambient temperature or precipitation to ensure the completion of the work within the Contract Time. No time extensions will be granted for the Contractor's failure to take into account such weather conditions for the location of the work and for the period of time in which the work is to be accomplished.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the Contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the Contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the Contract.

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

Supplement this section with the following:

Failure of the Contractor to begin work by the date set forth in the Notice to Proceed will be considered grounds for Termination for Default as specified under Section 1-08.10(1) of the Standard Specifications.
1-08.5 Time for Completion

Add the following to the first paragraph:

Fifty (50) working days after the date set forth in the Notice to Proceed shall be allowed for completion of all Contract work.

Add the following paragraph after the second paragraph:

Inclement weather shall not be a prima facie reason for the granting of an extension of time, and the Contractor shall make every effort to continue work under prevailing conditions. The Owner may, however, grant an extension of time if an unavoidable delay as a result of inclement weather in fact occurs, and such shall then be classified as a “delay”. An “inclement” weather delay day is defined as a day on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or critical path activity, as determined by the Resident Engineer, from proceeding with at least 75 percent of the normal labor and equipment force engaged on such operation for at least 60 percent of the total daily time being currently spent on the controlling operation or critical path activity.

(November 30, 2018 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

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

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor’s obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions
   d. Final Contract Voucher Certification
   e. Copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice
of Termination by Ecology; and no rejection of the Notice of Termination of Ecology. This requirement will not apply if Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).

g. Property owner releases per Section 1-07.24
h. Project record drawings per Section 1-05.3(1)
i. Personnel Inventory Form

1-08.9 Liquidated Damages

Replace the third paragraph with the following:

If the Contract work is not completed within the times specified in Section 1-08.5, the Contractor agrees to pay to the Owner the sum of $1,800 per day for each and every working day said work remains uncompleted after expiration of the specified time.

1-08.10 Termination of Contract

1-08.10(1) Termination for Default

In the last sentence of the fifth paragraph, replace “State of Washington, Department of Transportation” with “Contracting Agency.”

1-09 MEASUREMENT AND PAYMENT

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment
(July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day’s hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman’s Daily Report, unless the printed ticket contains the same information that is on the Scaleman’s Daily Report Form. The scale operator must provide AM and/or PM tare weights for each truck on the printed ticket.

Supplement this section with the following:

Certified weight tickets accompanying each truckload of material will be required to be delivered to the Resident Engineer at the site. Should the Resident Engineer or Material Receiver be unavailable, it shall be the responsibility of the Contractor’s project superintendent to collect all said certified tickets for the day and deliver them to the Resident Engineer the morning following the day’s construction. The certified tickets shall have project title, date, time, product delivered, gross weight, tare weight, and net weight shown in pounds. Any certified weight tickets submitted later than the morning following the day materials are delivered to the site will not be considered for measurement and payment.

1-09.2(3) Specific Requirements for Platform Scales

Supplement this section with the following:

The Contractor will furnish a person, at no cost to the Contracting Agency, who will operate the certified scales while the loading and hauling of materials is in progress. The Contractor shall provide the platform scales and any tickets required for self-printing scales.

1-09.2(5) Measurement
(May 2, 2017 APWA GSP)

Revise the first paragraph to read:
**Scale Verification Checks** – At the Engineer’s discretion, the Engineer may perform verification checks on the accuracy of each bath, hopper, or platform scale used in weighing contract items of Work.

**1-09.3 Scope of Payment**

Supplement this section with the following:

Payment for work performed under this Contract will be based on the items listed in the Unit Price Bid Proposal. Should a conflict exist between the item descriptions or the units of measurement and payment listed in the Unit Price Bid Proposal and the “Payment” clauses found in each section of the Standard Specifications, the Unit Price Bid Proposal items will prevail. If work is required to complete the project according to the intent of the Plans and Specifications, but no bid item is provided in the Unit Price Bid Proposal, then the Contractor shall include the cost for providing the necessary work in the unit or lump sum price for the bid item most closely related to the work.

**1-09.4 Equitable Adjustment**

Replace Item 2.b. with the following:

2.b. Per Section 1-09.6, Force Account.

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

Supplement this section with the following:

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

Add the following clarification:

The term “project overhead” shall include “jobsite overhead.” The term “general company overhead” shall include “home office overhead.”

Supplement paragraph one of Subsection 2 with the following:

Sales tax will be applied to payment made to the Contractor and shall not be included in the cost of materials provided to the Engineer.

**1-09.7 Mobilization**

Supplement this section with the following:

When the contract includes multiple schedules of work containing lump sum contract prices for “Mobilization”, partial payments will be made on the percent of the work schedule totals, not the percent of the total original contract.

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

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

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

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

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

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

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

2. Lump Sum Items in the Bid Form — based on the approved Contractor’s lump sum breakdown for that item, or absent such a breakdown, based on the Engineer’s determination.

3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.

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

Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

2. The amount of progress payments previously made; and

3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

Supplement this section with the following:

The progress estimate cutoff date established at the preconstruction conference shall be a minimum of ten (10) working days prior to a regularly scheduled meeting of the Contracting Agency governing body where payments may be authorized. Revisions to the agreed upon progress estimate cutoff date will only be made by written approval of the Contracting Agency. The Contractor shall submit a signed Application for Payment within three (3) working days after the progress estimate cutoff date. The Engineer shall have a minimum of five (5) working days to review the Contractor’s Application for Payment. After the application for payment is reviewed by the Engineer, the Engineer will make a recommendation to the Contracting Agency for action at the next available meeting of the governing body that payment be made. Payment to the Contractor will be made within 45 calendar days from the meeting at which the Contracting Agency’s governing body authorizes payment to be made. Failure to submit an Application for Payment within the required time may delay action by the Contracting Agency's governing body and further delay payment to the Contractor.
All payments for lump sum items over $5,000.00 or a single payment for a lump sum contract of any amount will be measured by a schedule of values established as follows:

At the Preconstruction Conference, the contractor shall furnish a breakdown for each lump sum bid item or for the total lump sum contract price showing the amount bid for each principal category of the work, in such detail as requested by the Engineer, to provide a basis for determining progress payments. This breakdown, referred to as the “Schedule of Values,” will be approved by the Engineer as described in Section 1-08 Prosecution and Progress before the first payment is made.

1-09.9(1) Retainage

Add the following to the fourth paragraph:

6. An affidavit is delivered to the Contracting Agency by the Contractor, stating that all persons performing labor or furnishing materials have been paid.

1-09.9(2) Contracting Agency’s Right to Withhold and Disburse Certain Amounts (New Section)

The following new section shall be added to the Standard Specifications:

In addition to monies retained pursuant to RCW 60.28 and subject to RCW 39.04.250, RCW 39.12, and RCW 39.76, the Contractor authorizes the Engineer to withhold progress payments due or deduct an amount from any payment or payments due the Contractor which, in the Engineer’s opinion, may be necessary to cover the Contracting Agency’s costs for or to remedy the following situations:

1. Damage to another contractor when there is evidence thereof and a claim has been filed.

2. Where the Contractor has not paid fees or charges to public authorities or municipalities which the Contractor is obligated to pay.

3. Utilizing material, tested and inspected by the Engineer, for purposes not connected with the work (Section 1-05.6).

4. Landscape damage assessments per Section 1-07.16.

5. For overtime work performed by Contracting Agency personnel or its representative, per Section 1-08.0(3).

6. Anticipated or actual failure of the Contractor to complete the work on time:
   a. Per Section 1-08.9 Liquidated Damages; or
   b. Lack of construction progress based upon the Engineer’s review of the Contractor’s approved progress schedule which indicates the work will not be completed within the Contract Time. When calculating an anticipated time overrun, the Engineer will make allowances for weather delays, approved unavoidable delays, and suspensions of the work. The amount withheld under this subparagraph will be based upon the liquidated damages amount per day set forth in Contract Documents multiplied by the number of days the Contractor’s approved progress schedule, in the opinion of the Engineer, indicates the Contract may exceed the Contract time.

7. Failure of the Contractor to perform any of the Contractor’s other obligations under the Contract, including but not limited to:
   a. Failure of the Contractor to provide the Engineer with a field office when required by the Contract Provisions.
   b. Failure of the Contractor to protect survey stakes, markers, etc., or to provide adequate survey work as required by Section 1-05.4.
c. Failure of the Contractor to correct defective or unauthorized work (Section 1-05.7).

d. Failure of the Contractor to furnish a Manufacturer's Certificate of Compliance in lieu of material testing and inspection as required by Section 1-06.3.

e. Failure to submit Intent to Pay Prevailing Wage forms, or correct underpayment to employees of the Contractor or subcontractor of any tier as required by Section 1-07.9.

f. Failure of the Contractor to pay workers' benefits (Title 50 and Title 51 RCW) as required by Section 1-07.10.

g. Failure of the Contractor to submit and obtain approval of a progress schedule per Section 1-08.3.

The Contractor authorizes the Engineer to act as agent for the Contractor disbursing such funds as have been withheld pursuant to this section to a party or parties who are entitled to payment. Disbursement of such funds, if the Engineer elects to do so, will be made only after giving the Contractor 15 calendar days prior written notice of the Contracting Agency’s intent to do so, and if prior to the expiration of the 15-calendar day period:

1. No legal action has commenced to resolve the validity of the claims, and

2. The Contractor has not protested such disbursement.

A proper accounting of all funds disbursed on behalf of the Contractor in accordance with this section will be made. A payment made pursuant to this section shall be considered as payment made under the terms and conditions of the Contract. The Contracting Agency shall not be liable to the Contractor for such payment made in good faith.

If legal action is instituted to determine the validity of the claims prior to expiration of the 15-day period mentioned above, the Engineer will hold the funds until determination of the action or written settlement agreement of the parties.

When the conditions 1-7 are resolved or the Contractor provides a Surety Bond satisfactory to the Contracting Agency which will protect the Contracting Agency in the amount withheld, payment shall be made for amounts withheld because of them.

**1-09.9(3) Final Payment (New Section)**

The following new section shall be added to the Standard Specifications:

Upon completion of all work under this Contract, the Contractor shall notify the Engineer, in writing, that he has completed his part of the Contract and shall request final payment. Upon receipt of such request, the Engineer will inspect and, if acceptable, submit to the Owner his recommendation as to acceptance of the completed work and as to the final estimate of the amount due the Contractor. Upon approval of this final estimate and upon final acceptance of the work under this Contract, the Owner will notify the Department of Revenue of the completion of said Contract. Provided the Department of Revenue certifies there are no taxes or penalties due and owing from the Contractor, and there are no other known claims or liens against the retained funds, and further provided the terms of Section 1-09.9(1) are in compliance, the Owner will pay to the Contractor the balance of monies due under this Contract in accordance with RCW Title 60.28. In the event unsatisfied claims or liens for taxes, material, labor, and other services are known to exist, an amount will be further withheld from the retainage sufficient to satisfy the settlement of such claims and liens, including attorney’s fees incurred, and the remainder will be released from escrow, or released from the retained funds and paid to the Contractor.

On contracts for public works, final payment of the retained percentage will not be made until after the Contractor has filed with the Owner the Affidavit of Wages Paid forms required by RCW 39.12.040 certifying that the Contractor and subcontractors have paid not less than the prevailing rate of wages.
The parties further agree that the Owner may, without liability, withhold final payment to the Contractor until such time as the Contractor has completed all forms required by the Owner.

If a contract is funded by grant, state, or federal money, the public body shall pay the prime contractor for satisfactory performance within thirty calendar days of the date the public body receives a payment request that complies with the contract or within thirty calendar days of the date the public body actually receives the grant or federal money, whichever is later.

1-09.11 Disputes and Claims

1-09.11(3) Time Limitations and Jurisdiction

(November 30, 2018 APWA GSP)

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that any such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor’s failure to bring suit within the time period provided, shall be a complete bar to any such claims or causes of action. It is further mutually agreed by the parties that when any claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

1-09.13(3) Claims $250,000 or Less

(October 1, 2005 APWA GSP)

Delete this section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total $250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3)A Administration of Arbitration

(November 30, 2018 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency’s headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL

Supplement this section with the following:
The provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways and amendments thereto published by the U.S. Department of Transportation, Federal Highway Administration, and WSDOT by this reference are made a part of these Documents.

1-10.2 Traffic Control Management

1-10.2(1) General

(January 3, 2017 WSDOT GSP)

Supplement this section with the following:

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

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

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

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

1-10.2(2) Traffic Control Plans

Delete the first two sentences of the first paragraph and replace with the following:

The Contractor shall adopt in writing the traffic control plans provided in the Contract Plans or shall prepare traffic control plans for review by the Contracting Agency and Engineer. Any supplemental traffic control plans required to complete the work shall be prepared by the Contractor. No work shall be done on or adjacent to any traveled way without Contracting Agency and Engineer approved traffic control plans.

The Contractor shall designate a Traffic Control Supervisor who shall prepare, revise, supplement, or modify the traffic control plans when needed to show the necessary Class A and B construction signing and barricades, traffic control devices, and traffic flagging operations required for the contractor’s operation and submit it to the Engineer for review no later than the preconstruction conference date. When the Class B signing for a particular area will be provided as detailed on one or more of the figures included in the WSDOT standard plans or MUTCD without modification, the Contractor may reference the applicable figure or standard plan at the appropriate location on the Plan. When this procedure is used, variable distances such as minimum length of taper must be specified by the Contractor. The Traffic Control Supervisor who prepared the traffic control plan shall sign and date the plan.

The signed plans prepared by the Contractor’s Traffic Control Supervisor shall provide for adequate warning within the limits of the project and on all streets, alleys, and driveways entering the project so that approaching traffic may turn left or right onto existing undisturbed streets before reaching the project.

All costs incurred by the Contractor in preparation of the Traffic Control Plans, including any revisions required by the Engineer after review, shall be included in the unit contract price for “Project Temporary Traffic Control,” per lump sum.
1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)
(August 2, 2004 WSDOT GSP)

Supplement this section with the following:

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

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Supplement this section with the following:

In no case shall the Contractor be required to clear and grub beyond the right-of-way line, except as specifically directed by the Engineer or noted on the Plans to remove trees, stumps, shrubs, or other items which, by proximity or due to root growth, would constitute a hazard to the public or endanger the facility. All work beyond the right-of-way line shall be coordinated with affected property owner(s) per Section 1-07.24 Rights of Way.

The Contractor shall temporarily remove, as necessary, and later replace to its original condition or relocate nearby as directed, all mail boxes, small trees, shrubs, street signs and posts, culverts, irrigation facilities, concrete or rock walls, guardrail, or other similar obstructions which lie in or near the line of work and are not intended for removal. Should any damage be incurred, the cost of replacement or repair shall be borne by the Contractor.

All clearing and grubbing includes disposal of unwanted materials, unless otherwise directed by Engineer.

2-01.3 Construction Requirements

2-01.3(4) Roadside Cleanup

Supplement this section with the following:

Roadside cleanup shall include all project areas outside of the road right-of-way, including utility easements and private property, as shown on the Plans.

Partial cleanup shall be done by the Contractor when he feels it is necessary or when, in the opinion of the Contracting Agency, partial cleanup should be done prior to either final cleanup or final inspection. The cleanup work shall be done immediately upon written notification of the Engineer and other work shall not proceed until this partial cleanup is accomplished. Should the Contractor not conduct the cleanup as directed and in a timely manner, the Owner shall take action to have such cleanup work completed by others and will deduct such costs from any payment due the Contractor.

2-01.3(5) Fencing (New Section)

The following new section shall be added to the Standard Specifications:

The Contractor shall be required to carefully remove all existing fencing located within or near the proposed alignments. All fencing materials to be removed and reset shall be temporarily placed on the adjacent properties or stored as directed by the Engineer. The removal and resetting of all fencing, including any barbed wire, shall be done at the Contractor's expense. Any fencing that is to be reset shall be relocated and reset by the Contractor along the property lines or as directed by the Engineer. Unless provided for otherwise, the necessary work to restore and reinstall the fencing shall be considered as incidental work to the various bid items and no separate payment will be made.
2-01.4 Measurement

Supplement this section with the following:

No unit of measurement shall apply to Roadside Cleanup.

2-01.5 Payment

Supplement this section with the following:

Unless a specific bid item has been included in the proposal, all costs incurred to complete the requirements of this section, including partial roadside cleanup, shall be considered as incidental work to the various bid items and no separate payment will be made.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 Construction Requirements

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

Supplement this section with the following:

Existing structures or installations of concrete, brick, blocks, etc., interfering with construction shall be removed by the Contractor, and shall be considered as incidental work to the various bid items and no separate payment will be made.

Any pipe openings to be abandoned shall be properly plugged watertight with Class 3000 concrete. Removal and plugging of pipes shall be considered as incidental work to the various bid items and no separate payment will be made.

Where structures are removed, the voids shall be backfilled with suitable, job-excavated material and compacted. All such work shall be considered as incidental work to the various bid items and no separate payment will be made.

If the Engineer determines the job-excavated material to be unsuitable for backfill, the Contractor shall place ballast or crushed surfacing material as directed by the Engineer.

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

Supplement this section with the following:

Where shown on the Plans or as directed by the Engineer, the Contractor shall be required to remove existing pavement, sidewalks, curbs, etc., which are outside the right-of-way line and are required to be removed for construction of the improvements.

In those areas where asphalt pavement removal is required, the Contractor shall, prior to excavation, score the edge of the asphalt concrete pavement with an approved pavement cutter such as a concrete saw. During the course of the work, the Contractor shall take precautions to preserve the integrity of this neat, clean pavement edge. Should the pavement edge be damaged prior to asphalt concrete paving activities, the Contractor shall be required to trim the edge with an approved pavement cutter as directed by the Engineer immediately prior to paving.

Sawcutting slurry created from asphalt pavement and concrete removal shall be disposed of by vacuum, and remain clear of storm drainage systems and final HMA wearing course at all times.

No separate payment shall be made for saw-cutting pavement.

2-02.5 Payment

Supplement this section with the following:
Unless a specific bid item has been included in the proposal, all costs incurred to complete the requirements of this section, including sawcutting, shall be considered as incidental work to the various bid items and no separate payment will be made.

2-03  ROADWAY EXCAVATION AND EMBANKMENT

2-03.1  Description

Supplement this section with the following:

Unclassified excavation shall consist of removing the existing material of whatever nature encountered to the subgrade elevation and shaping the subgrade to conform to the cross-section shown on the Plans or as staked in the field. Concrete curb, gutter, and sidewalk removal shall be included as “Unclassified Excavation Incl. Haul.” The material to be excavated shall be classified as “Unclassified Excavation Incl. Haul.”

Where directed by the Engineer, the Contractor shall excavate beyond the right-of-way in order to adequately slope adjacent properties. No additional compensation will be made for excavating outside the right-of-way.

The Contractor shall use caution while performing roadway excavation. Heavy, rubber-tired equipment, particularly front-end loaders, shall limit their travel over a single area as much as possible. Trucks shall observe a 10-mph speed limit when traveling over exposed subgrade areas.

The Contracting Agency will, at its own cost, reference all known existing monuments or markers relating to subdivisions, plats, roads, street centerline intersections, etc. The Contractor shall take special care to protect these monuments or markers and also the reference points. In the event the Contractor is negligent in preserving such monuments and markers, the points will be reset by a licensed surveyor at the Contractor’s expense.

2-03.3  Construction Requirements

2-03.3(3)  Excavation Below Subgrade

Supplement this section with the following:

At the direction of the Engineer, areas within the street subgrade which exhibit instability due to high moisture content shall be:

1. Aerated and allowed to dry;

2. Over-excavated as directed by the Engineer and backfilled with ballast, or crushed surfacing base course. The contractor may be instructed to install construction geotextile for soil stabilization in the excavation; or

3. A combination of any of the above.

Compensation for work done by the Contractor as described above shall be by increasing the quantities of the various appropriate bid items such as “Unclassified Excavation Incl. Haul” and “Crushed Surfacing Base Course” and applying the unit bid price. No separate compensation will be made for any equipment, tools, materials, or labor required to perform this work.

2-03.3(7)  Disposal of Surplus Materials

2-03.3(7)A  General

Supplement this section with the following:
The Contractor shall comply with the requests of the Contracting Agency for placement and compaction of excess excavated suitable material at various locations within the project limits, as directed by the Engineer.

Excavated material shall be bladed or hauled to fill low sections within the project area, except for sod or extraneous material, which shall be hauled to waste at the Contractor's expense.

Suitable materials from the excavations shall be used in the embankments. Unsuitable material or soft spots shall be removed from the roadway and replaced with suitable material and compacted as for embankments. Topsoil shall be saved to use for backfill adjacent to the sidewalk and new improvements, and shall be stockpiled separate from other material.

A waste site has not been provided by the Contracting Agency for disposal of unsuitable material, asphalt, concrete, debris, waste material, or any other objectionable material which is directed to waste by the Engineer.

The Contractor shall comply with the State of Washington's regulations regarding disposal of waste material as outlined in WAC 173-304, Subchapter 461.

2-03.3(14)D Compaction and Moisture Control Tests

Delete this section and replace it with the following:

Compaction shall be 95% of maximum density as determined by ASTM D 698 (Standard Proctor). The Contractor shall notify the Engineer when ready for in-place subgrade density tests. All costs associated with failed tests/testing shall be the responsibility of the Contractor. Placement of courses of aggregate shall not proceed until density requirements are met.

2-03.4 Measurement

Supplement this section with the following:

"Unclassified Excavation Incl. Haul" will be measured by the cubic yard.

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, and the alignment, profile, grade, and roadway section as shown on the Plans and as staked by the Engineer. Control stakes will be set during construction to provide the Contractor with all essential information for the construction of excavation and embankment.

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

Earthwork quantities will be computed, either manually or by means of electronic data processing equipment, by use of the average end area method.

Copies of the ground cross-sections and notes will be available for the bidder's inspection upon request, at the office of the Project Engineer.

2-03.5 Payment

Supplement this section with the following:

The unit contract price per cubic yard for "Unclassified Excavation Incl. Haul" shall be full compensation for all labor, equipment, tools, and materials necessary to complete this item as specified.

No separate payment shall be made for embankment compaction and all costs to perform this work as required shall be merged in the unit price bid per cubic yard for "Unclassified Excavation Incl. Haul."
2-04  HAUL

2-04.5  Payment

Delete this section and replace it with the following:

All haul of materials on this project shall be considered as incidental work to the various bid items and no separate payment will be made.

2-07  WATERING

2-07.1  Description

Supplement this section with the following:

The Contractor shall be solely responsible for dust control on this project and shall protect motoring public, adjacent homes and businesses, orchards, crops, and school yards from damage due to dust, by whatever means necessary. The Contractor shall be responsible for any claims for damages and shall protect the Contracting Agency and the Engineer from any and all such claims.

When directed by the Engineer, the Contractor shall provide water for dust control within two hours of such order and have equipment and manpower available at all times including weekends and holidays to respond to orders for dust control measures.

2-07.3  Construction Requirements

Add the following new section

2-07.3(A) Water Supplied From Hydrants

The Contractor shall contact the City of Yakima Water/Irrigation Division to secure a metered hydrant connection and comply with all requirements before obtaining water from fire hydrants.

The Contractor shall only use hydrant wrenches to operate hydrants. The hydrant valve must be open full, since a partially opened valve may cause damage to the hydrant. The auxiliary valve on the outlet of the metered hydrant connection shall be used for flow control purposes. Fire hydrant valves must be closed slowly to avoid pressure surges in the water system. The Contractor shall carefully note the importance of following these directions.

If a hydrant or metered connection is damaged, the Contractor shall immediately notify the City of Yakima Water/Irrigation Division so that the damage can be repaired as quickly as possible.

Upon completing the use of the hydrants, the Contractor shall return the metered hydrant connection. The City of Yakima Water/Irrigation Division may inspect the hydrant for any possible damage. The Contractor will be billed for repairing the damage to a hydrant or meter if resulting from improper use.

The Contractor shall convey the water from the nearest convenient hydrant at their own expense and as approved by the City of Yakima Water/Irrigation Division.

Any violation of these requirements may result in fines and damage costs to the Contractor resulting from the malfunctioning of damaged fire hydrants, in the event of fire.

2-11  TRIMMING AND CLEANUP

2-11.5  Payment

Supplement this section with the following:
Unless a specific bid item has been included in the proposal, all costs incurred to complete the requirements of this section shall be considered as incidental work to the various bid items and no separate payment will be made.

**4-04 BALLAST AND CRUSHED SURFACING**

4-04.1 Description

Supplement this section with the following:

Aggregates to be paid by the ton shall not be placed in stockpiles.

4-04.3 Construction Requirements

4-04.3(5) Shaping and Compaction

Supplement this section with the following:

The Contractor shall notify the Engineer when he is ready for in-place ballast, base course, or top course density tests. All costs associated with failed tests/testing shall be the responsibility of the Contractor. Placement of successive courses of aggregate or asphalt concrete shall not proceed until density requirements are met.

**5-04 HOT MIX ASPHALT**

(July 18, 2018 APWA GSP)

Delete Section 5-04 and amendments, Hot Mix Asphalt and replace it with the following:

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, compacted thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

- Asphalt Binder 9-02.1(4)
- Cationic Emulsified Asphalt 9-02.1(6)
- Anti-Stripping Additive 9-02.4
- HMA Additive 9-02.5
- Aggregates 9-03.8
- Recycled Asphalt Pavement 9-03.8(3)B
- Mineral Filler 9-03.8(5)
- Recycled Material 9-03.21
- Portland Cement 9-01
- Sand 9-03.1(2)
- Joint Sealant 9-04.2
- Foam Backer Rod 9-04.2(3)A

(As noted in 5-04.3(5)C for crack sealing)

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.
The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder that shall be used for this project is: PG 64S-28 or PG 64H-28. A combination of binders will not be acceptable. Blending of asphalt binder from different sources is not permitted.

The Engineer may require an adjustment in the asphalt binder content of the mix design by ± 0.5% at no additional cost to the Contracting Agency.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01.

Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design – Obtaining Project Approval

No paving shall begin prior to the approval of the mix design by the Engineer.

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

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.

The Contractor shall be responsible for verification of the mix design.

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC’s) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:
• Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
• Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

**Commercial Evaluation.** Approval of a mix design for “Commercial Evaluation” will be based on a review of the Contractor’s submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL’s) appropriate for the required use.

**5-04.2(2)B Using Warm Mix Asphalt Processes**

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

• Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
• Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.

**5-04.3 Construction Requirements**

**5-04.3(1) Weather Limitations**

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

<table>
<thead>
<tr>
<th>Minimum Surface Temperature for Paving</th>
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<tbody>
<tr>
<td>Compacted Thickness (Feet)</td>
</tr>
<tr>
<td>Less than 0.10</td>
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<tr>
<td>0.10 to .20</td>
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<tr>
<td>More than 0.20</td>
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**5-04.3(2) Paving Under Traffic**

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture.
In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, including the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
   a. A mechanical sampling device attached to the HMA plant.
   b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.
The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

Sufficient numbers of trucks shall be provided by the Contractor to assure a continuous paving operation at proper HMA mix temperatures. Paving operations shall not proceed until hauling equipment sufficient to assure continuous operations is provided.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order.

The screed shall be operated in accordance with the manufacturer’s recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer’s recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

The HMA paver that is utilized on this project shall be capable of spreading and finishing courses of HMA plant mix material in a width from centerline of the roadway to the edge of the roadway or gutter in a single pass (up to 22-foot width).

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer’s approval, unless otherwise required by the contract.

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer’s recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer’s recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor’s operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks ¼ inch in width and greater.
Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer’s recommendations. Furnish a Type 1 Working Drawing of the manufacturer’s product information and recommendations to the Engineer prior to the start of work, including the manufacturer’s recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor’s method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving
In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved
In areas where HMA will not be placed, fill the cracks as follows:

A. Cracks ¼ inch to 1 inch in width - fill with hot poured sealant.
B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Soil Residual Herbicide

Where shown on the Plans, the Contractor shall apply one application of an approved soil residual herbicide on areas where hot mix asphalt is applied. The requirements of Section 8-02.3(3)B shall apply to this application. The application of herbicide shall precede paving by no more than 48 hours.

5-04.3(4)C Pavement Repair

The Contractor shall sawcut and excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor’s operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall
not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

After the completion of trench and patch repairs, the Contractor shall seal all joints with CSS-1 and concrete sand. The cost of sealing shall be included in the unit contract price for “HMA Cl. ___-Inch ____.”

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced.

Storing or holding of the HMA in approved storage facilities will not be permitted and will be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed 0.30 feet.

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.
Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, gores, prelevel, and temporary pavement. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

Commercial HMA can be used for patching utility or conduit trenches less than 24 inches in width.

Payment will be made on the basis of the unit contract price for HMA for all HMA accepted on the project. HMA not meeting the quality requirements of the Contract shall be rejected.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASHTO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 100 tons is at the discretion of the Engineer.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of $V_a$ will be at the option of the Contracting Agency. If tested, compliance of $V_a$ will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

Testing costs shall be the responsibility of the Contractor.

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a minimum of 91.0% of the reference maximum density as determined by WSDOT for AASHTO T 209. The reference maximum density shall be determined as the average of the most recent five determinations for the lot of HMA being placed. The specified level of density attained will be determined by five nuclear gauge tests taken in accordance with WAQTC FOP TM8 and WSDOT SOPT 729 on the day the mix is placed (after completion of the finish rolling) at locations determined by the stratified random sampling procedure conforming to WSDOT Test Method 716 within each density lot. The quantity represented by each density lot will be no greater than a single day's production or approximately 400 tons, whichever is less.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge after completion of the finish rolling. The test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

In addition to the randomly selected locations for tests of density, the Engineer may also isolate from a normal lot any area that is suspected of being defective in relative density. Such isolated material will not include an original sample location. A minimum of five (5) randomly located density tests will be taken.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.
Control lots not meeting the minimum density standard shall be removed and replaced with satisfactory material.

HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Project Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

5-04.3(10)A  HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor’s option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static or oscillation mode on bridge decks.

5-04.3(11)  Reject Work

5-04.3(11)A  Reject Work General

Work that is defective or does not conform to requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B  Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

Supplement this section with the following:

5-04.3(12)  Joints

5-04.3(12)A1  Transverse Joints

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature.

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed prior to resumption of paving.

The temporary wedge of HMA shall be removed and wasted, and new mix shall be laid against the edge. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2  Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at
a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than $\frac{1}{3}$ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

All joints shall be hand raked prior to rolling. The final joint shall be straight, level with the abutting edge, free of coarse material at the surface, and neat in appearance. The Contractor shall use paving widths that minimize longitudinal pavement joints.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine to the satisfaction of the Engineer, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

When deviations in excess of the above tolerances are found that result in a low place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Tacking existing HMA with CSS-1 and feathering in additional HMA, taking care to rake and remove oversized rock to produce a fine graded surface to the satisfaction of the Engineer, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Where directed by the Engineer, the Contractor shall feather the HMA pavement in a manner to produce a smooth-riding connection to the existing pavement.

All costs and expenses in connection with providing, placing material, and feathering the asphalt concrete pavement shall be paid for as the unit contract price per ton for "HMA Cl. ___-Inch ___.”

5-04.3(14) Planing (Milling) Bituminous Pavement

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free
from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor’s planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional planing depth.

All debris resulting from the planing operation shall become the property of the Contractor and be disposed of in accordance with Section 2-03.3(7)C.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing, the Contractor is encouraged to conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor’s failure to conduct a pre-planing metal detection survey, or from the Contractor’s failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Engineer approves, the Contractor must comply with the following:

1. Intersections:
   a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).
   b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
   c. Should closure of the intersection in its entirety be necessary, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
   d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer. The Engineer may require the application of water at the Contractor’s expense to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day’s operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day’s operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both Paving Plan and for Planing Plan:
   a. The actual times of starting and ending daily operations.
   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
   c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
   d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
   e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
   f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
   g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, rail, and castings, before planing, see Section 5-04.3(14)B2.
   h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
   i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
   j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:
   a. When to start applying tack and coordinating with paving.
   b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
   c. Description of contingency plans for that day’s operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
   d. Sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

The Contractor shall apply a fog seal to all travel lanes and allow it to cure prior to opening the lane to traffic, when the wearing course is placed after October 1 and before April 1. Fog Seal must be completely cured before pavement markings are applied. Construct the fog seal in accordance with Section 5-02.3.

The cost of providing and applying the fog seal shall be considered as incidental work to the various bid items and no separate payment will be made.
5-04.3(16) HMA Road Approaches

Where asphalt driveways or road approach HMA aprons are shown on the Plans, they shall be constructed with 0.40-foot compacted depth of crushed surfacing top course and 0.20-foot compacted depth of HMA. The portion of the driveways not paved with asphalt shall be surfaced with 0.25-foot compacted depth crushed surfacing top course. Materials used for construction of driveways and road approaches shall be paid at the unit contract prices for “HMA Cl. ___-Inch ___” and “ Crushed Surfacing Top Course.”

Driveway matchlines shall be cut or scored with an approved pavement cutter prior to excavation. Any portion of the existing driveway (road approach) beyond the construction limits that is damaged by the Contractor’s operations shall be replaced in kind to the satisfaction of the Engineer at no expense to the Contracting Agency.

All transitions to existing asphalt concrete and cement concrete driveways, curb, asphalt thickened edge for gutter, and walkways shall be vertically sawcut full depth with straight, uniform edges, or milled if shown on the plans. Existing asphalt pavement may be cut with a wheel, provided the wheel cut is full depth and no damage occurs to the pavement which is to remain.

5-04.4 Measurement

HMA Cl. ___ PG ___ and “Commercial HMA” will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Soil residual herbicide will be measured by the mile for the stated width to the nearest 0.01 mile or by the square yard, whichever is designated in the Proposal.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ___ PG ___”, per ton.

“HMA for Preleveling Cl. ___ PG ___”, per ton.

“HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Commercial HMA”, per ton.

The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___ PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

“Crack Sealing”, by force account.

“Soil Residual Herbicide”, per square yard.

“Pavement Repair Excavation Incl. Haul”, per square yard.

The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ___ PG ___”, per ton.
“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

If there are no proposal bid items for “Temporary Pavement Marking” and “Removing Temporary Pavement Marking”, they shall be installed in accordance with Section 8-23 and the MUTCD, and the work shall be considered as incidental work to the various bid items and no separate payment will be made.

If there is no proposal bid item for “Sawcutting Asphalt Pavement” or “Sawcutting Cement Concrete”, then all costs, including labor and equipment, associated with cutting asphalt pavement or cement concrete shall be considered as incidental work to the various bid items and no separate payment will be made.

Payment for HMA Cl. 3/8-Inch shall be incidental and included in the unit contract price for “HMA Cl. ___-Inch ___.”

7-04 STORM SEWERS

7-04.1 Description

Supplement this section with the following:

The term “storm drain(s)” shall mean the same as storm sewer(s).

7-04.2 Materials

Supplement this section with the following:

Storm drain and underdrain infiltration system materials approved for use on this project shall be as follows:

8/10/12-INCH STORM DRAIN PIPE

Solid Wall PVC Storm Sewer Pipe
Corrugated Polyethylene Storm Sewer Pipe
High-Density Polyethylene (HDPE) Pipe
Polypropylene Storm Sewer Pipe

Where specified on the Plans, storm drain pipe shall be PVC pressure pipe conforming to the requirements of Section 9-30.1(5)A and Ductile Iron conforming to the requirements of Section 9-30.1(1).

UNDERDRAIN INFILTRATION SYSTEM MATERIALS

Pipe: Perforated Corrugated Polyethylene Underdrain (CPEP) pipe, couplings, and fittings shall comply with all the requirements of Section 9-05.2(8) of the Standard Specifications.

Drain Rock: Drain rock for use as backfill for the perforated underdrain pipe in the infiltration trench system shall be clean coarse aggregate conforming to the requirements of Gravel Backfill for Drywells, as specified in Section 9-03.12(5) of the Standard Specifications.

Construction Geotextile: Geotextile fabric for underground infiltration systems shall be moderate survivability, non-woven, Class A as specified in Section 9-33.2(1).

ROADSIDE DRAINAGE SWALE MATERIALS

Rock Surfacing: Quarry rock for use as swalesurfacing shall be clean 1.5” to 3” angular rock.
Construction Geotextile: Geotextile fabric for separating soil and rock surfacing of swales shall be moderate survivability, non-woven, Class A, as specified in Section 9-33.2(1).

Treatment Soil: Type A topsoil shall consist of a uniform mixture of compost (40 percent by volume) and sand or sandy loam (60 percent by volume). Maximum sand particle size shall be 3/8 inch. Cation exchange capacity (CEC) of the treatment soil must be ≥ 5 milliequivalents CEC/100 g dry soil.

7-04.3 Construction Requirements

7-04.3(1) Cleaning and Testing

7-04.3(1)A General

Supplement this section with the following:

No infiltration or exfiltration test will be required for storm drain pipe.

7-04.4 Measurement

This section is supplement with the following

The length of roadside swale will be the number of linear feet of completed swale construction measured along the finished bottom of the swale.

7-04.5 Payment

Supplement this section with the following:

The unit contract price per linear foot for “Storm Sewer Pipe __ In. Diam.,” shall be full compensation for all labor, tools, equipment, and materials necessary to complete this item in place as shown on the Plans, including trench excavation of all materials regardless of the nature, trench dewatering, imported pipe bedding material in the pipe zone, backfilling, compaction, fittings, and the connection to new or existing manholes and catch basins, including tees or downturned elbows in catch basins. All storm drain PVC pressure pipe shall be incidental to the “Storm Sewer Pipe __ In. Diam.” pay item.

Payment for “Select Backfill, as Directed” shall be made at the unit contract price per cubic yard, per neat line as shown in details, which shall be full compensation for furnishing, hauling, placing, and compacting the material where directed by the Engineer. The cost for hauling and disposal of excavated material to be replaced with select backfill shall be considered as incidental work to the various bid items and no separate payment will be made.

The unit contract price per linear foot for “Shoring or Extra Excavation”, shall be full compensation for all labor, equipment, tools, and material required to construct the shoring, cofferdam, or caisson including excavation, installation and removal of the shoring, backfilling, and compaction, all as shown on the Plans and as specified herein. When extra excavation is used by the Contractor in lieu of constructing the shoring, cofferdam, or caisson, the unit price bid shall be full pay for all additional excavation, backfill, compaction, and other work required. If select backfill material is required within the limits of the trench excavation, it shall also be required as backfill material for the extra excavation at the Contractor’s expense.

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

Supplement this section with the following:

Metal Castings: Cast iron covers for storm drain manholes and Type 2 catch basins shall be stamped “STORM.” Cast iron covers for sewer manholes shall be stamped “SEWER.”
Grate Inlets and Drop Inlets: All Type 1 catch basins shall have vaned grates in accordance with WSDOT Standard Plan B-30.30, or B-30.40 at locations with flow from two directions. Where specified, Type 2 catch basins shall have vaned grates, Neenah R-3339-A or approved equal.

7-05.3 Construction Requirements

Supplement this section with the following:

The design and construction of all manholes shall provide for a 0.10-foot vertical drop through the manhole, unless specified otherwise on the plans.

7-05.3(1) Adjusting Manholes and Catch Basins to Grade

Supplement this section with the following:

The Contractor shall establish reference points for the center of each utility appurtenance before its removal for the purpose of relocation for final adjustment to final grade.

Manholes, water valve boxes, catch basins, and similar utility appurtenances and structures shall not be adjusted until the asphalt pavement is completed, at which time the center of each structure shall be relocated from references previously established by the Contractor.

The asphalt concrete pavement shall be cut and removed to a neat circle, the diameter of which shall be equal to the outside diameter of frame plus two (2) feet, or as shown in the Plan details. The frame shall be placed on cement concrete blocks or adjustment rings and brought up to the desired grade. The base materials shall be removed and Class 3000 cement concrete shall be placed as shown in the Plans.

On the following day, a tack coat of asphalt shall be applied to the concrete, the edges of the asphalt concrete pavement, and the outer edge of the casting. HMA CI. 3/8-Inch asphalt concrete shall then be placed and compacted with hand tampers and a patching roller.

The completed patch shall match the existing paved surface for texture, density, and uniformity of grade. The joint between the patch and the existing pavement shall then be sealed with emulsified asphalt and shall be immediately covered with dry paving sand before the tack has broken.

Utility appurtenances outside paved areas shall be adjusted to match the finish grade of the area surrounding the structure and shall include a concrete collar extending one foot in all directions beyond the cover. The utility cover shall be cleaned of all concrete prior to acceptance.

7-05.3(2) Abandon Existing Manholes

Supplement this section with the following:

Where shown on the Plans or directed by the Engineer, existing sanitary sewer manholes shall be abandoned in place after the new sanitary sewer collection system is in place and all side sewers have been transferred to the new sanitary sewer pipeline.

At least the top three feet of each manhole, or the top conical section in precast concrete manholes, shall be removed, including the cast iron ring and cover and concrete pad, if any. Debris resulting from breaking of the upper portion of the manhole may be mixed with backfill subject to the approval of the Engineer. Ring and cover shall become the property of the contracting agency and all other surplus material shall be disposed of by the Contractor.

The existing pipe openings shall be plugged watertight with Class 3000 concrete and the manhole bottom slabs shall be crushed to promote drainage. The remaining manhole structure shall be backfilled with granular material conforming to Section 9-03.9(3) Crushed Surfacing Base Course. Place backfill in uniform layers and compact to 95% maximum dry density, as determined by ASTM D 698 (Standard Proctor).
Excavations resulting from manhole abandonment shall be backfilled with suitable, job-excavated material to top of subgrade. Compact to 95% maximum dry density as determined by ASTM D 698 (Standard Proctor). Restore surface to the condition existing prior to excavation with native material, gravel surfacing, or asphalt concrete pavement, as shown for trench repair on the Plans.

7-05.3(3) Connection to Existing Manholes

Supplement this section with the following:

The Contractor shall be required to core drill into the structure, shape the channel to accommodate the new pipe, and grout the opening.

7-05.4 Measurement

Replace the first paragraph of this section with the following:

Manholes will be measured per each, regardless of height.

7-05.5 Payment

Supplement this section with the following:

The unit contract price per each for “Manhole __ In. Diam. Type 1”, shall be full compensation for all labor, materials, tools, and equipment necessary to furnish and install the manhole to the depth shown on the plans including, but not necessarily limited to, sawcutting, removal of HMA pavement, excavation, structural shoring or extra excavation, dewatering, fittings, crushed surfacing top course, manhole, steps, adjustment rings, mortar, grout, installing City provided frame and cover, collar, adjustment to finished grade, backfill, compaction, and removal of excess material as shown on the Plans and specified herein.

In addition to the items listed above for measurement and payment for catch basin and manhole construction, payment per each shall be full compensation for foundation construction including crushed surfacing and cement concrete, excavation, backfilling, dewatering, compaction, adjustment of the manhole to finished grade including trimming and removal of HMA pavement, cement concrete pad, tack coat, and replacement of HMA pavement, complete and in place.

Shoring or extra excavation shall be included in the unit price bid for “Shoring or Extra Excavation,” as measured per linear foot of pipeline installed, and no separate payment will be made for that work required for manhole construction.

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.1 Description

Delete this section and replace it with the following:

This work includes installing culverts, storm sewers, sanitary sewers, water main, irrigation mains, and conduits. The Contractor shall also follow Section 7-02, 7-04, 7-09, 7-16, 7-17, or 8-20 as it applies to the specific kind of work. In cases of conflict between sections, the more stringent regulation shall apply.

7-08.2 Materials

Revise the second paragraph to read:

Gravel Backfill for Pipe Zone Bedding

The crushed gravel used for gravel backfill for pipe zone bedding shall be crushed surfacing top course meeting the requirements of Section 9-03.12(3).
7-08.3 Construction Requirements

7-08.3(1)C Bedding the Pipe

Delete this section and replace it with the following:

Imported pipe zone material for flexible pipes shall be Crushed Surfacing Top Course meeting the requirements of section 9-03.9(3), and shall be placed and compacted in layers as designated by the Engineer. Pipe zone material for rigid pipes shall be Crushed Surfacing Base Course meeting the requirements of Section 9-03.9(3), or as approved by the Engineer.

7-08.3(2)B Pipe Laying - General

Supplement this section with the following:

Detectable marker tape shall be installed over non-metallic pipelines. The tape shall be placed approximately three feet above the top of the pipe (unless otherwise noted on the Plans) and shall extend its full length. The horizontal location of the tape shall vary no more than one foot from the centerline alignment of the pipe. Detectable marker tape shall meet the requirements of Section 9-15.18 of the Standard Specifications. Tape width shall be a minimum of 3 inches wide, or wider as recommended by the manufacturer for the installation depth.

The Contractor shall furnish and install at his expense all fittings for mainlines and services, and those necessary for making connections to existing pipelines including services and laterals. This includes those necessary for horizontal and vertical deflections, regardless if shown on plans. Any existing fittings or obstructions that require removal for new pipeline connection(s), including any structures, thrust blocking, etc., shall be removed at the Contractor’s expense.

All capped utility extensions shall be left exposed and protected until the Engineer surveys the final locations and grades prior to backfilling. Capped utility extensions shall be marked with an 18-inch long section of #4 rebar buried vertically with the top of the rebar set 6-inches below the finished surface, and 8’x2”x4” treated timber post, 4’ above ground, painted the appropriate color for the respective utility.

When parallel to existing utilities, new domestic water mains shall be installed a minimum of 10 feet horizontally (outside pipe wall to outside pipe wall, typical) and 18 inches vertically above other nonpotable pipelines. Where this is not possible at the discretion of the Engineer, a water main may be installed a minimum of five feet horizontally and 18 inches vertically above other nonpotable pipelines, as long as the water main is placed in a separate trench and on a bench of undisturbed earth.

When crossing existing utilities, new domestic water mains shall be installed a minimum of 18 inches vertically above nonpotable pipelines. Where this is not possible, or the water main passes under a nonpotable pipeline, the water main shall be installed in a pressure rated pipe casing extending 10 feet each side of the crossing. In addition, where the water main passes under an existing nonpotable pipeline, support shall be provided for the nonpotable pipeline by backfilling the nonpotable pipeline trench with controlled density backfill or other approved methods. A minimum of 6 inches of separation between the crossing pipelines must be maintained in all cases.

When parallel to existing potable water mains, new nonpotable pipelines shall be installed a minimum of 10 feet horizontally and 18 inches vertically below existing water mains. Where this is not possible at the discretion of the Engineer, a nonpotable pipeline may be installed a minimum of five feet horizontally from an existing water main, as long as the nonpotable pipeline is installed a minimum of 18 inches vertically below the water main and the nonpotable pipeline is placed in a separate trench. If the vertical separation cannot be met, then the nonpotable pipeline shall be constructed of or encased in materials equal to water main standards with a minimum pressure rating of 150psi (C900 PVC, ductile iron, etc.).

When crossing existing potable water mains, new nonpotable pipelines shall be installed a minimum of 18 inches vertically below existing water mains. Support shall be provided for the water main by backfilling the nonpotable pipeline trench with controlled density backfill or other approved methods. Where the minimum clearance is not possible, or the nonpotable pipeline passes above a water main,
a full length of nonpotable pipeline shall be centered at the crossing. In addition, the nonpotable pipeline shall either be installed in a pressure rated pipe casing extending 10 feet each side of the crossing, or be constructed of one standard length of pipe material equal to waterline standards with a minimum pressure rating of 150psi (C900 PVC, ductile iron, etc.). A minimum of 6 inches of separation between the crossing pipelines must be maintained in all cases.

The contractor is responsible for meeting these standards, and all costs shall be considered as incidental work to the various bid items and no separate payment will be made.

7-08.3(3) Backfilling

Supplement this section with the following:

Street crossing trenches and other locations as directed by the Engineer shall be backfilled for the full depth of the trench with Select Backfill meeting the requirements for crushed surfacing base course, in Section 9-03.9(3).

Delete the fourth paragraph and replace with the following:

Mechanical compaction shall be required for all trenches. The Contractor is hereby cautioned that time extensions shall not be granted due to inadequate compaction or unstable trench backfill conditions caused by excessive watering. The Contractor shall be responsible for correcting such conditions caused by his own construction activities.

All sewer trenches shall be backfilled and compacted to at least 95% of maximum density as determined by ASTM D 1557 (Modified Proctor). All other trenches shall be backfilled and compacted to at least 95% of maximum density as determined by ASTM D 698 (Standard Proctor). Compaction tests shall be taken at a frequency and at depths sufficient to document that the required density has been achieved. At a minimum, one (1) compaction test shall be taken for each 100 linear feet of mainline pipeline trench and one (1) test for each street crossing. At alternating 100-foot locations along the main trench line, tests shall be taken at 1-foot, 2-foot, and 3-foot depths below finish grade.

The first 500 feet of trench backfill operations shall be considered a test section for the Contractor to demonstrate his backfilling and compaction techniques. No further trenching will be allowed until the specified density is achieved in the test section. Passing in-place density tests in the test section will not relieve the Contractor from achieving the specified densities throughout the project. The Engineer may request additional tests be performed at the Contractor’s expense, if test results do not meet the required trench backfill densities.

Placement of aggregate courses shall not proceed until density requirements have been met.

Copies of moisture-density curves for each type of material encountered and copies of all test results shall be provided to the Engineer as construction progresses.

The Contractor shall notify the Engineer at least three (3) working days prior to beginning trench excavation and backfill operations, and shall arrange for in-place density tests to be taken on the completed test section in accordance with the above requirements.

Add the following to the fifth paragraph:

Backfill around all structures shall be water settled with a minimum of 2,000 gallons of water, in addition to mechanical methods, to achieve required compaction.

Payment for mechanical compaction shall be included in the unit price bid for the specified pipe. Payment for water settling adjacent to structures shall be included in the unit price bid for the specified structure.

7-08.3(5) Existing Utilities (New Section)

The following new section shall be added to the Standard Specifications:
The locations and/or elevations of existing utilities shown on the Plans are based upon utility information of record, visible structures such as catch basins, manholes, valve boxes, etc., and utility locate markings in the field. These are shown for convenience only, and the Engineer assumes no responsibility for improper locations or failure to show utility locations on the Plans. Contractor shall call 1-800-424-5555 prior to any excavation work per RCW 19.122.030. Additionally, the Contractor shall complete all necessary excavations to fully expose all new connection point(s) prior to installation of new pipelines, at his expense.

When utility services occupy the same space as new pipelines, the Contractor shall complete necessary excavation to fully expose such services prior to installation of new pipelines. The Contractor shall protect said services, and work around them during excavating and pipe laying operations. Any damages to services resulting from the Contractor's operation shall be reported to the appropriate utility. Such damage shall be repaired at the Contractor's expense.

7-08.4 Measurement

Delete the last paragraph and replace it with the following:

Shoring or extra excavation will be measured by the linear foot.

Supplement this section with the following:

There will be no separate measurement or payment for dewatering operations by the Contractor. All costs associated with dewatering operations shall be included in the various bid items associated with the work.

There will be no separate measurement or payment for sawcutting the existing asphalt concrete roadway at drainage and utility crossings. All costs for sawcutting necessary for trench excavation shall be included in the various bid items associated with the work.

The length and depth of “Select Backfill, as Directed” shall be neat-line field measured by the Engineer. The trench width payment line limit for “Select Backfill, as Directed” shall be as shown on the Plans. No measurement or payment will be made for backfill material beyond the payment line limit.

7-08.5 Payment

Delete the seventh Bid item and replace it with the following:

The unit contract price per linear foot for “Shoring or Extra Excavation”, shall be full compensation for all labor, equipment, tools, and material required to construct the shoring, cofferdam, or caisson including excavation, installation and removal of the shoring, backfilling, and compaction, all as shown on the Plans and as specified herein. When extra excavation is used by the Contractor in lieu of constructing the shoring, cofferdam, or caisson, the unit price bid shall be full pay for all additional excavation, backfill, compaction, and other work required. If select backfill material is required within the limits of the trench excavation, it shall also be required as backfill material for the extra excavation at the Contractor's expense.

Supplement this section with the following:

Payment for all pipe items shall be made as follows: 75% of the unit contract bid price for materials and initial installation; the next 15% of the unit contract bid price upon the successful completion of density testing; and the final 10% of the unit contract bid price upon the completion of pipe testing including hydrostatic, bacteriological, air pressure and mandrel testing, as well as televising if required.

Payment for “Select Backfill, as Directed” will be made at the unit contract price per cubic yard per neat line as shown in details, which shall be full compensation for furnishing, hauling, placing, and compacting the material where directed by the Engineer. The cost for hauling and disposal of excavated material to be replaced with select backfill shall be considered as incidental work to the various bid items and no separate payment will be made.
7-17 SANITARY SEWERS

7-17.1 Description

This section is supplemented with the following:

The term “sewer(s)” and “sanitary sewer(s)” shall mean the same.

7-17.2 Materials

Pipe approved for use on this project shall be as follows:

PVC Sanitary Sewer Pipe: Polyvinyl chloride pipe with flexible gasketed joints shall conform to the requirements of Section 9-05.12(1) of the Standard Specifications.

PVC fittings for sanitary sewer pipe such as wyes, plugs, caps, etc., shall be flexible gasket joint fittings acceptable for use and connection to PVC pipe. Pipe transition and sewer repair couplings shall be rigid Romac LSSI, Fernco shielded couplings, or approved equal.

Detectable Marker Tape: Marker tape shall be a detectable type and shall be marked “SEWER,” and shall conform to Section 9-15.18 of the Standard Specifications.

7-17.3 Construction Requirements

7-17.3(2)A General

Delete the first paragraph and replace it with the following:

All sewer pipes and appurtenances shall be cleaned and tested after backfilling by either the exfiltration or low-pressure air method at the option of the Contractor. Deflection testing shall be done by pulling a steel mandrel through the pipe. All testing shall be witnessed by the Engineer.

7-17.3(2)I Bypass Pumping (New Section)

The following new section shall be added to the Standard Specifications:

The Contractor shall submit a plan for bypass pumping and/or diversion at the preconstruction meeting for the Engineer’s review. The Engineer’s review does not relieve the Contractor of his/her responsibilities to design an adequate system. Any damage resulting from bypass operations shall be addressed by the Contractor, at the Contractor’s expense. The Engineer and Contracting Agency shall be held harmless for any damage caused by the loss of service, either mainline or lateral, during the process.

The bypass pumping and/or diversion plan must be specific and shall include, but not be limited to, the following details:

a. Schedule for installation and maintenance of bypass pumping system.

b. Staging areas for pumps.

c. Bypass pump sizes, capacity, number of each size to be on site and power requirements.

d. Pump curves showing pump operating range.

e. Road crossing details.

f. Protection against main breaks.

g. Plugging methods and bypass time duration for each section.

h. Size, length, material, location and method of installation for suction and discharge piping.

i. Method of noise control for each pump and/or generator (If work is performed between the hours of 10:00 p.m. and 7:00 a.m. during weekdays or between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays.)

j. Emergency response plan to be followed in the event of a failure of the bypass pumping and/or diversion system.
The Contractor's plan for bypass pumping shall be satisfactory to the Engineer before the contractor shall be allowed to commence bypass pumping. The Contractor shall notify the Engineer 24 hours prior to commencing bypass pumping operation.

The Contractor, when and where required, shall provide diversion for flows. The pumps and by-pass lines shall be of adequate capacity and size to handle all flows. The level in the bypass pumping manhole shall not be allowed to rise more than one (1) foot above the crown of the incoming pipe. At each location, a backup pump will be required in case one pump fails. Plugging the sewer main at an existing upstream manhole or providing a temporary opening in the upstream line, and pumping the flow into a downstream manhole or adjacent system shall make the bypass.

The Contractor shall be responsible for continuity of service to each facility connected to the section of pipe during the execution of the work.

If backup occurs and enters buildings, the Contractor shall be responsible for clean-up, repair, property damage cost and all claims.

When bypassing sewer mains, the Contractor shall:

A. Identify all active laterals. Active laterals shall not be disconnected, plugged, or subject to any other service interruption during the period from 5:00 P.M. to 8:00 A.M.

B. Coordinate activities with impacted properties. Property owners shall be notified that their side sewer will be out of service at least 24 hours prior to service interruption. Written notification shall include date, time, and estimated duration of service disruption. It shall also include the appropriate information concerning the Contractor, including a 24-hour emergency number for contacting the Contractor or his representative.

The Contractor shall provide piping and bridging for bypass pumping to minimize the impact to traffic.

7-17.4 Measurement

Delete the second paragraph and replace it with the following:

There will be no separate measurement for testing. No specific unit of measurement will apply to the lump sum bid item of “Sanitary Sewer Bypass”.

7-17.5 Payment

Add the following to the first paragraph:

The lump sum contract price for “Sanitary Sewer Bypass”, shall be full compensation for all labor, tools, materials, and equipment necessary to furnish, install, and operate the complete bypass without backup of existing sewer including, but not necessarily limited to pumping plan, pumping equipment, installation and removal of pump and lines, and traffic control associated with the bypass pumping.

Delete the second paragraph and replace it with the following:

The unit contract price per linear foot for sewer pipe shall be full compensation for all labor, materials, tools, and equipment necessary to furnish and install the PVC pipe and fittings including, but not necessarily limited to, sawcutting, trench excavation of all materials regardless of the nature, protecting, stabilizing, and supporting existing utilities, structures, and utility services to remain, dewatering, pipe zone bedding, laying and jointing the pipe and fittings, backfill and compaction, adjustment of inverts to manholes, connection to new and existing manholes, detectable marking tape, grading and fine grading, testing, and removal and disposal of excess material as shown on the Plans and specified herein.
This section is supplemented with the following:

Payment for all pipe items shall be made as follows: 75% of the unit contract bid price for materials and initial installation; the next 15% of the unit contract bid price upon the successful completion of density testing; and the final 10% of the unit contract bid price upon the completion of pipe testing including infiltration/exfiltration, deflection, and televising as required.

7-18 SIDE SEWERS

7-18.3 Construction Requirements

7-18.3(1) General

Supplement this section with the following:

Side sewers shall not be backfilled prior to inspection by the Resident Engineer. All deficiencies shall be corrected as directed by the Engineer prior to the backfilling and acceptance of the side sewer.

7-18.3(3) Testing

Delete this section and replace it with the following:

Side sewers shall be tested up to the property line, or nearest joint thereto, simultaneously with the sanitary sewer main, for the required exfiltration test. The Contractor shall provide all fittings necessary to test the side sewers as outlined in Section 7-17.3(2) of the Standard Specifications. That segment of the side sewer between the property line and the building structure may be tested with the main line, or separately, and the Contractor may install a tee fitting at the property line to facilitate testing. All necessary test fittings shall be removed and all openings plugged at the completion of the test.

7-18.3(4) Extending Side Sewers Into Private Property

Supplement this section with the following:

The Contractor shall provide at least three a (3) day notice to a property owner in advance of when construction will take place on the owner's property, but no more than a seven (7) day notice.

Side sewer stub ends (future connections) shall be marked with an 18-inch long section of #4 rebar buried vertically with the top of the rebar set 6-inches below the finished surface, and 8’x2”x4” treated timber post, 4’ above ground, painted green.

The Contractor shall use extreme care when working on private property and minimize the extent of the on-site construction activities. All items damaged shall be repaired or replaced at no cost to the Contracting Agency or property Owner.

Prior to excavating for the side sewer, the Contractor shall remove all existing topsoil to a depth of at least 6 inches and stockpile. After backfilling operations are complete, the topsoil shall be replaced and all rocks, clods, and other deleterious materials shall be removed. The ground surface shall be restored to grade, raked to a uniform surface, and left in a condition ready to accept the property owner's landscaping improvements. No payment will be made for side sewer improvements on a given parcel until the Engineer has accepted the final surface conditions.

7-18.5 Payment

Replace this section with the following:

Payment shall be made in accordance with Section 7-17.5 of these Technical Specifications.
7-19 SEWER CLEANOUTS

7-19.1 Description

Supplement this section with the following:

Cleanouts shall be Solid Wall PVC Sanitary Sewer Pipe. Provide side sewer cleanouts at the following minimum locations:

A. At the outside of the building structure.
B. At intervals not to exceed 100 feet in straight pipe runs.
C. At the end of aggregate changes in direction exceeding 90 degrees.
D. At other locations deemed necessary by the Engineer.
E. As shown on the Plans.

Manholes may be used in lieu of cleanouts and shall be placed at intervals not to exceed 300 feet, unless otherwise shown on the Plans. If manholes are used, the minimum location requirements for cleanouts will apply except for spacing in straight runs. Manholes are required inside sewers 8-inches in diameter and larger and shall be placed at all changes in horizontal alignment or vertical grade.

7-19.2 Materials

Delete this section and replace it with the following:

Cleanouts shall be Solid Wall PVC Sanitary Sewer Pipe.

8-04 CURBS, GUTTERS, AND SPILLWAYS

8-04.3 Construction Requirements

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

Supplement this section with the following:

Cement concrete traffic curb and gutter constructed on this project shall be as shown on the Details. Full Height or "Barrier" cement concrete traffic curb and gutter as shown on the Detail Sheet shall be used on the roadway as shown on the Plans. Depressed or "Driveway" cement concrete traffic curb and gutter as shown on the Detail Sheet shall be used at all driveway and wheelchair ramp locations as shown on the Plans and as directed in the field by the Engineer. Valley gutter shall be used at all commercial driveway approaches as shown on the Detail Sheet. Cement concrete curb and gutter which does not comply with the section details on the Plans shall be removed and replaced at the Contractor’s expense.

A template shall be required to be placed at the back of curb for construction of driveway transitions from Barrier to Driveway curb and gutter. The template shall extend from the bottom of curb to the top of the curb and shall have a minimum length of 6 feet. The Contractor shall also be required to use a template at the back of Driveway/Depressed curb and gutter to ensure a straight and uniform back of curb in conformance with the Details.

The new concrete curb and gutter shall be cured in accordance with Section 5-05.3(13)A of the Standard Specifications. Application of the curing compound shall be in accordance with the manufacturer’s recommendations.

First-class workmanship and finish will be required on all portions of concrete curb and gutter work. Quality of workmanship and finish will be evaluated continuously and will be based solely upon the judgment of the Engineer. The Contractor shall be required to construct a minimum 20 linear foot section of curb and gutter which demonstrates quality which is acceptable by the Owner and Engineer. This “model” section will be referenced during construction for comparison to newly poured curb. If at
any time it is found that quality is unacceptable, work shall be immediately stopped, and no additional curb and gutter shall be placed. Cement concrete curb and gutter which does not comply with the section details on the Plans, or in the Engineer’s opinion does not demonstrate first-class workmanship and finish, shall be removed and replaced at the Contractor’s expense. Should the Contractor’s equipment or methods be unable to produce curb and gutter meeting the requirements of the Details and Specifications, no further curb and gutter construction will be allowed until corrections have been made to said equipment or methods.

8-04.5 Payment

Supplement this section with the following:

The unit contract price per linear foot for “Cement Conc. Traffic Curb and Gutter,” shall include steel reinforcement in driveway or catch basins sections. This unit contract price shall apply to all curb types including barrier, driveway, spill, and pedestrian (except pedestrian curb adjacent to curb ramps), and curb transitions.

8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

8-06.3 Construction Requirements

Supplement this section with the following:

The concrete driveway entrance/sidewalk/wings shall be six (6) inches in thickness. New concrete driveways beyond sidewalks, when shown in the Plans shall be six (6) inches in thickness.

8-06.4 Measurement

Supplement this section with the following:

Measurement of “Commercial Driveway Approach” will be per each regardless of size.

8-06.5 Payment

Delete the first paragraph and replace it with the following:

All work required for the construction of new cement concrete driveways shall be paid under the contract bid item “Cement Conc. Sidewalk 6-Inch Thick,” per square yard and no further payment shall be made.

The unit contract price per each for “Commercial Driveway Approach,” shall be full compensation for all labor, tools, material, and equipment necessary to furnish and install the new commercial driveway approach including, but not necessarily limited to, surface preparation, furnishing and installing aggregate base, compaction, placement of cement concrete slabs, curb and gutter of all types, reinforcing steel, finishing, jointing and curing.

Payment for crushed surfacing top course placed under concrete driveways shall be considered as incidental work to the various bid items and no separate payment will be made.

8-13 MONUMENT CASES

8-13.1 Description

Replace the first sentence with the following:

This work consists of furnishing and placing monument cases and covers in accordance with the lines and locations as shown on the Plans.
8-14 CEMENT CONCRETE SIDEWALKS

8-14.3(3) Placing and Finishing Concrete

Supplement this section with the following:

All sidewalks not located in driveway entrance areas shall be four (4) inches in thickness. All concrete approaches located behind a depressed curb and gutter section including wings, shall be six (6) inches in thickness.

Sidewalks shall be marked across the entire width every five (5) feet and with preformed asphalt impregnated joint fillers 3/8-inch thick every twenty (20) feet. Concrete sidewalk shall be cured in accordance with Section 5-05.3(13)A of the Standard Specifications. Application of the curing compound shall be in accordance with the manufacturer's recommendations. Failure to properly cure or seal the cement concrete sidewalk will require the Contractor to remove and replace the sidewalk section at his expense.

Sidewalk ramps shall be constructed as shown on the Plans in accordance with the Standard Plans or as shown otherwise in the Details.

First-class workmanship and finish will be required on all portions of cement concrete sidewalk work. Quality of workmanship and finish will be evaluated continuously and will be based solely upon the judgment of the Engineer. If at any time it is found that quality is unacceptable, work shall be immediately stopped, and no additional sidewalk shall be placed. Cement concrete sidewalk which does not comply with the section details on the Plans, or in the Engineer's opinion does not demonstrate first-class workmanship and finish, shall be removed and replaced at the Contractor's expense. Should the Contractor's equipment or methods be unable to produce sidewalk meeting the requirements of the Plans and Specifications, no further sidewalk construction will be allowed until corrections have been made to said equipment or methods.

The finish shall be a light broom finish, or as noted in the plans, or as approved by the Engineer. A non-uniform finish, an overworked finish, a finish where a cement layer has formed, discolored, is spalling, or a finish damaged by the weather, will not be accepted, and shall be replaced at the Contractor's expense.

8-14.4 Measurement

Replace the second paragraph with the following:

Cement concrete curb ramps will be measured per each regardless of curb ramp type and shall include installation of pedestrian curb and detectable warning surface.

8-14.5 Payment

Supplement this section with the following:

“Cement Conc. Sidewalk 4-Inch Thick,” per square yard.

“Cement Conc. Curb Ramp,” per each. Payment for pedestrian curb and detectable warning surface shall be included in payment for “Cement Conc. Curb Ramp.”

Payment for crushed surfacing top course placed under sidewalks and sidewalk ramps shall be considered as incidental work to the various bid items and no separate payment will be made.

8-22 PAVEMENT MARKING

8-22.1 Description

Supplement this section with the following:
This work includes temporary pavement markings as described in the Plans.

8-22.3(3)E Installation

Supplement this section with the following:

All pavement lines over 50 feet long shall be applied using a truck mounted striping machine.

8-22.5 Payment

Supplement this section with the following:

The lump sum bid price for “Pavement Markings” shall be full compensation for all labor, tools, equipment, and materials necessary to complete this item of work in place, including temporary and permanent markings, dimensional layout in the field, cleaning pavement surfaces, removal of existing pavement markings, and furnishing and installing all markings, as shown on the Plans. Longitudinal and parking markings shall be painted two (2) coats.

8-30 CONTROLLED DENSITY FILL (NEW SECTION)

The following new section shall be added to the Standard Specifications:

8-30.1 Description

Controlled Density Fill (CDF) shall be used to fill the existing 8-inch sanitary sewer main to be abandoned from approximately Station 13+70 Lt. to 16+85 Lt. The CDF shall be a mixture of Portland Cement, fly ash, aggregate, water, and admixtures proportioned to provide a non-segregating, self-consolidating, free-flowing material which will result in a hardened, dense fill.

8-30.2 Materials

Materials shall meet the requirements of the following Sections of the Standard Specifications:

- Portland Cement 9-01 Type II
- Fly Ash Class F or C
- Aggregates 9-03.1
- Water 9-25
- Admixtures 9-23.6

8-30.3 Construction Requirements

8-30.3(1) Construction Materials

The CDF shall be a mixture of Portland Cement, fly ash, aggregate, water, and admixtures which has been batched and mixed in accordance with Section 6-02.3 of the Standard Specifications.

The following table provides a guideline for proportioning the Controlled Density Fill for this project. The final mix provided by the Contractor shall result in a material which is excavatable by machine with a maximum unconfined compressive strength of 300 psi.

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<td>Water</td>
<td>50 gals per cubic yard</td>
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<td>Cement</td>
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<tr>
<td>Fly Ash</td>
<td>250 lbs per cubic yard</td>
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<tr>
<td>Aggregate</td>
<td>3,200 lbs per cubic yard</td>
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The above table provides a guideline for the CDF mixture. The weights shown are only an estimate of the amount to be used per cubic yard of CDF. Actual amounts may vary from those shown as approved by the Engineer or approved mix data from similar projects which provided proper strength, workability, consistency, and density.
8-30.3(7) Placing Controlled Density Fill

Mixing and placing may be started if weather conditions are favorable, when the temperature is at least 34°F and rising. At the time of placement, CDF must have a temperature of at least 40°F. Mixing and placing shall stop when the temperature is 38°F and falling. Each filling stage shall be as continuous an operation as practicable.

8-30.4 Measurement

The volume of “Controlled Density Fill” shall be field measured by the Resident Engineer based on the length of pipe filled.

8-30.5 Payment

The unit contract price per cubic yard for “Controlled Density Fill”, shall be full compensation for all labor, tools, equipment, and materials necessary to complete this item in place including but not necessarily limited to furnishing, hauling, and placing the material where directed by the Engineer.
APPENDIX A

CONSTRUCTION STAKING REQUEST FORM
CONSTRUCTION STAKING REQUEST FORM

EMAIL TO: eherzog@hlacivil.com AND tfries@hlacivil.com OR
FAX TO: TIM FRIES, P.L.S. at (509) 965-3800

CITY OF YAKIMA
FAIR AVENUE SANITARY SEWER MAIN IMPROVEMENTS (FA-6)
CITY OF YAKIMA PROJECT NO. 2487A
HLA PROJECT NO. 18182

Contractor: ________________________________________________________________

Date of Request: ___________________________  Time of Request: ___________________________

The Contractor shall provide at least three (3) working days' notice as required by the Contract Technical Specifications.

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SIGNATURES

STAKING COMPLETED

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Contractor

HLA Engineering and Land Surveying, Inc. (HLA)

The Contractor is responsible for providing traffic control for the survey crew at their own expense.
**Standard Plans**  
*(September 3, 2019)*

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective September 3, 2019 is made a part of this contract.

The Standard Plans are revised as follows:

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

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

A-50.30  
Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.1

B-10.60  
DELETED

B-82.20  
DELETED

B-90.40  
Valve Detail - DELETED

C-1  
Delete Note 1.

Revise Note 2 to read “Remove all rail washers, also called “Snow Load Rail Washers”, when encountered during raining beam guardrail work and the guardrail raising work required removal of the rail.

Re-number all notes.

C-4b  
DELETED

C-4e  
DELETED

C-8a  
Delete “Section A-A, Type 4 Detail”

C-20.11  
Delete Notes 1 & 2. Re-Number all notes.  
Delete “Snow Load Post Washer” and “Snow Load Rail Washer” details.

C-22.14  
DELETED

C-22.16  
Note 3, formula, was: “Elevation G = (Elevation S – D x (0.1) + 31” is revised to read: “Elevation G = (Elevation S – D x (0.1) + 31/12”

C-40.14  
DELETED
C-70.10
Sheet 1, Note 1 was – “1. PERMANENT INSTALLATION requirements: Embed barrier 3” (in) minimum;…” is revised to read: “1. Installation requirements: Embed barrier 3” (in) minimum in asphalt or concrete; embed barrier 10” (in) minimum in soil;…”

Sheet 1, existing Notes 2 and 4 are deleted. Existing Note 3 is renumbered to Note 2.

Sheet 1, add new Note 3, “3. See Sheet 2 for barrier with a 2' -10” reveal installed in asphalt or concrete. See Sheet 3 for barrier with a 3' -6” reveal installed in asphalt or concrete.”

Sheet 2, the detail titled “3'-6” BARRIER FOR USE WITH A 0” (IN) TO 5” (IN) MAX. GRADE SEPARATION” has the following changes:
1. The detail title is changed to “3’ – 6” BARRIER FOR USE WITH A 0” (IN) TO 4” (IN) MAX. GRADE SEPARATION”.
2. The callout “GRADE SEPARATION—5” MAX.” is changed to “GRADE SEPARATION—4” MAX.”

C-85.11
Add new Note 3 “3. Contact the HQ Bridge traffic barrier specialist before using this barrier placement plan for projects involving new or reconstructed bridges.”

C-90.10
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10
STD Plans D -15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D -15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.30
STD Plans D -15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.
F-10.12
Section Title, was – “Depressed Curb Section” is revised to read: “Depressed Curb and Gutter Section”

F-10.40
“EXTRUDED CURB AT CUT SLOPE”, Section detail - Deleted

F-10.42
DELETE – “Extruded Curb at Cut Slope” View

G-25.10
Key Note 3, second sentence, was – “For single-post installations, divide the (#2w/diamond shape symbol) post MAX. XYZ in half.” Is revised to read: “For single-post installation, divide the two-post MAX. XYZ in half.”

G-60.10
DELETED

G-60.20
DELETED

G-60.30
DELETED

G-70.10
DELETED

G-70.20
DELETED

H-70.20
Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

J-10.21
Note 18, was – “When service cabinet is installed within right of way fence, see Standard Plan J-10.22 for details.” Is revised to read; “When service cabinet is installed within right of way fence, or the meter base is mounted on the exterior of the cabinet, see Standard Plan J-10.22 for details.”

J-10.22
Key Note 1, was – “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305.” Is revised to read; “Meter base per serving utility requirements~ as a minimum, the meter base shall be safety socket box with factory-installed test bypass facility that meets the requirements of EUSERC drawing 305. When the utility requires meter base to be mounted on the side or back of the service cabinet, the meter base enclosure shall be fabricated from type 304 stainless steel.”
Key Note 14, was – “Hinged dead front with ¼ turn fasteners or slide latch.” Is revised to read; “Hinged dead front with ¼ turn fasteners or slide latch. ~ Dead front panel bolts shall not extend into the vertical limits of the breaker array(s).”
Key Note 15, was – “Cabinet Main Bonding Jumper. Buss shall be 4 lug tinned copper. See Cabinet Main bonding Jumper detail, Standard Plan J-3b.” is revised to read; “Cabinet Main Bonding Jumper Assembly ~ Buss shall be 4 lug tinned copper ~ See Standard Plan J-10.20 for Cabinet Main Bonding Jumper Assembly details.”
Note 1, was – “…socket box mounting detail, see Standard Plan J-3b.” is revised to read: “…socket box mounting detail, see Standard J-10.20.”
Note 6, was – “…See door hinge detail, Standard Plan J-3b.” is revised to read: “…See door hinge detail, Standard Plan J-10.20.”
Add Note 1, “1. One accessible pedestrian pushbutton station per pedestrian pushbutton post.”

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY” is revised to read: “ANCHOR BOLTS ~ ¾” (IN) x 30” (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY” Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR.. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinfl. Bar. Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinfl. Bar. Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinfl. Bar. Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3” CLR. Delete “(TYP.)” from the 2 ½” CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinfl. Bar. Detail F, callout, “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 3)” is revised to read; “Heavy Hex Clamping Bolt (TYP.) ~ 3/4” (IN) Diam. Torque Clamping Bolts (see Note 1)” Detail F, callout, “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Four Required (See Note 4)” is revised to read; “3/4” (IN) x 2’ – 6” Anchor Bolt (TYP.) ~ Three Required (See Note 2)” Partial View, callout, was – LOCK NIPPLE ~ 1 ½” DIAM., is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM. Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6'-0” (2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½” DIAM. is revised to read; CHASE NIPPLE ~ 1 ½” (IN) DIAM. Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER” Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware.” Power Distribution Block Diagram, lower left corner, Sheet 1 of 3; Switch Pack 2; circuit 623 (T4-5) [middle ckt] is revised to read; circuit 622 (T4-5).

DELETED
Add New Note 1 – “1. The intended use of this plan is for the temporary installation of Type 2 concrete barrier (See Standard Plan C-8) on cement concrete pavement, bridge decks, or hot mix asphalt pavement.”

Re-number all notes.

Remove all references to Type F barrier shown on the Standard Plan.

Revise Note 1 to read: “1. The intended use of this plan is for the temporary installation of F-Shape NARROW BASE concrete barrier (See Standard Plan C-60.10) on cement concrete pavement, bridge decks.”

Replace all references stating “NARROW BASE, ALTERNATIVE TEMPORARY CONCRETE BARRIER SEGMENT” with “F-Shape NARROW BASE concrete barrier segment.”

Double-Left Turn Channelization (with Right Turn Pocket) view, dimension, upper left corner, “taper” dimension; callout – was “r0’” if Posted Speed is 40 MPH or less “100’” if Posted Speed is more than 40 MPH” is revised to read; “See Contract”

Right-Turn Channelization view, dimension, upper right corner, “taper” dimension; callout – was “50’ MIN.” is revised to read; “See Contract”

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

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A-10.10-00............8/7/07 A-40.00-00............8/11/09 A-50.30-00............11/17/08
A-10.20-00............10/5/07 A-40.10-04............7/31/19 A-50.40-00............11/17/08
A-10.30-00............10/5/07 A-40.15-00............8/11/09 A-60.10-03............12/23/14
A-20.10-00............8/31/07 A-40.20-04............1/18/17 A-60.20-03............12/23/14
A-30.10-00............11/8/07 A-40.50-02............12/23/14 A-60.30-01............6/28/18
A-30.30-01............6/16/11 A-50.10-00............11/17/08 A-60.40-00............8/31/07
A-30.35-00............10/12/07 A-50.20-01............9/22/09
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M-9.60-00 .......... 2/10/09
M-11.10-03 .......... 8/7/19
## NOTES

1. As acceptable alternatives to the rebar shown in the PRECAST BASE SECTION, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the ALTERNATIVE PRECAST BASE SECTION. Wire mesh shall not be placed in the knockouts.

2. The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification Section 9-04.3.

3. The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft).

4. The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.

5. The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1:24 or steeper.

6. The opening shall be measured at the top of the Precast Base Section.

7. All pickup holes shall be grouted full after the basin has been placed.

### PIPE ALLOWANCES

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<tbody>
<tr>
<td>Reinforced or Plain Concrete</td>
<td>12&quot;</td>
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<tr>
<td>All Metal Pipe</td>
<td>15&quot;</td>
</tr>
<tr>
<td>Corrugated Polyethylene</td>
<td>15&quot;</td>
</tr>
</tbody>
</table>

*Corrugated Polyethylene Storm Sewer Pipe

### RECTANGULAR ADJUSTMENT SECTION

- #3 Bar each corner 18" (in) min.
- #3 Bar hoop
- #3 Bar each way

### PRECAST BASE SECTION

- #3 Bar each corner
- #3 Bar hoop
- #3 Bar (Typ.)

### ALTERNATIVE PRECAST BASE SECTION

- (See Note 1)

---

**CATCH BASIN TYPE 1**

**STANDARD PLAN B-5.20-02**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Washington State Department of Transportation

*Lisa C. Ford*

*Drawn by*

*Approved by*

*Registered Engineer*
NOTES
1. No steps are required when height is 4' or less.
2. The bottom of the precast catch basin may be sloped to facilitate cleaning.
3. The rectangular frame and grate may be installed with the flange up or down. The frame may be cast into the adjustment section.
4. Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification Section 9-04.3.

### CATCH BASIN DIMENSIONS

<table>
<thead>
<tr>
<th>CATCH BASIN DIAMETER</th>
<th>MIN. WALL THICKNESS</th>
<th>MIN. BASE THICKNESS</th>
<th>MAXIMUM KNOCKOUT SIZE</th>
<th>MINIMUM DISTANCE BETWEEN KNOCKOUTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>48&quot;</td>
<td>4&quot;</td>
<td>6&quot;</td>
<td>36&quot;</td>
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<td>4.5&quot;</td>
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### PIPE ALLOWANCES

<table>
<thead>
<tr>
<th>CATCH BASIN DIAMETER</th>
<th>PIPE MATERIAL WITH MAXIMUM INSIDE DIAMETER</th>
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<tr>
<td></td>
<td>CONCRETE</td>
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<tr>
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<td>144&quot;</td>
<td>78&quot;</td>
</tr>
</tbody>
</table>

1. Corrugated Polyethylene Storm Sewer Pipe
(See Standard Specification Section 9-05.20)
2. (See Standard Specification Section 9-05.12(1))
3. (See Standard Specification Section 9-05.12(2))
4. Polypropylene Pipe (See Standard Specification Section 9-05.24)
NOTES
1. Knockouts shall have a wall thickness of 2" minimum to 2.5" maximum.
2. For pipe allowances, see Standard Plan B-10.20.

<table>
<thead>
<tr>
<th>DIAM.</th>
<th>MIN. WALL THICKNESS</th>
<th>MIN. BASE THICKNESS</th>
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<th>MINIMUM DISTANCE BETWEEN KNOCKOUTS</th>
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</tbody>
</table>

MANHOLE TYPE 1
STANDARD PLAN B-15.20-01

SHOWN ON SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
Pasco Bakotic II 02-07-12
State Design Engineer
Washington State Department of Transportation
NOTES

1. This frame is designed to accommodate 20" (in) x 24" (in) grates or covers as shown on Standard Plans B-30.20, B-30.30, B-30.40, and B-30.50.

2. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.

3. Refer to Standard Specification Section 9-05.15 and 9-05.15(2) for additional requirements.
NOTES

1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC × 2" (in) Allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.

2. Refer to Standard Specification Section 9-05.15 and 9-05.15(2) for additional requirements.

3. For frame details, see Standard Plan B-30.10.

BOLT-DOWN DETAILS
SEE NOTE 1

RECTANGULAR VANED GRATE

STANDARD PLAN B-30.30-03

ISOMETRIC
1. At marked crosswalks the connection between the curb ramp and the roadway must be contained within the width of the crosswalk markings.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances on any part of the Curb Ramp or Landing, or in front of the Curb Ramp where it connects to the roadway.
6. The Bid Item "Cement Concrete Curb Ramp Type ..." does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, Curb Details.
7. The Curb Ramp length is not required to exceed 15 feet (unless shown otherwise in the Contract Plans). When applying the 15-foot max. length, the running slope of the Curb Ramp is allowed to exceed 8.3%. Use a single constant slope from bottom of ramp to top of ramp to match into the running slope of the Curb Ramp.
9. Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will not be material to retain.

NOTES
NOTES

1. The Detectable Warning Surface (DWS) shall extend the full width of the curb ramp, landing, or other roadway entrance as applicable. Exception: If the Manufacturer of the DWS requires a concrete border around the DWS, a variance of up to 2 inches on each side of the DWS is permitted.

2. The Detectable Warning Surface (DWS) shall be placed at the back of curb, with the two leading corners of the DWS panel adjacent to the back of the curb, and with no more than a 2 inch gap between the DWS and the back of the curb measured at the center of the DWS panel. Exception: If the Manufacturer of the selected DWS requires a concrete border around the DWS, a variance of up to 2 inches from the back of the curb is permitted (measured at the leading corners of the DWS panel).

3. The rows of truncated domes shall be aligned to be perpendicular to the grade break at the back of curb.

4. The rows of truncated domes shall be aligned to be parallel to the direction of travel.

5. If curb and gutter are not present, such as a shared-use path connection, the Detectable Warning Surface shall be placed at the pavement edge.


7. If a curb ramp is required, the location of the Detectable Warning Surface must be at the bottom of the ramp and within the required distance from the rail.

8. When the grade break between the curb ramp and the landing is less than or equal to 5 ft. from the back of curb at all points, place the Detectable Warning Surface on the bottom of the curb ramp directly above the grade break.
TYPICAL APPLICATIONS

NOTES

1. See the Contract Plans for locations of crosswalk centerlines.
2. To the maximum extent possible, curb ramp centerlines should be perpendicular to the crosswalk centerline.
3. To the maximum extent possible, crosswalks should be perpendicular to the centerline of the traveled way.
LONGITUDINAL MARKING PATTERNS
STANDARD PLAN M-20.10-02
1 SHEET OF 1 SHEET
APPROVED FOR PUBLICATION
Pecco Sekulich M 08-23-11
Washington State Department of Transportation

NOTES
1. Dotted Extension Line shall be the same color as the line it is extending.
2. Edge Line shall be white on the right edge of traveled way and yellow on the left edge of traveled way (on one-way roadways). Solid Lane Line shall be white.
3. The distance between the lines of the Double Centerline shall be 12" everywhere, except 4" for intracity characterization and narrow roadways with lane widths of 10 feet or less. Local Agencies (on non-arterial routes) may specify a 4" distance for all locations.

The distance between the lines of the Double Lane Line shall be 4".