CONTRACT SPECIFICATIONS

YAKIMA VALLEY HIGHWAY OVERLAY
(M.P. 30.29 to M.P. 30.99 and M.P. 31.36 to M.P. 33.74)

Yakima County Public Services Project Number
C 3471
CONTRACT SPECIFICATIONS INDEX
(Yakima County, Washington)

C 3471 – Yakima Valley Highway Overlay
(M.P. 30.29 to M.P. 30.99 and M.P. 31.36 to M.P. 33.74)

Informational Bid Documents
Amendments to Standard Specifications
Special Provisions
Prevailing Wage Rates
Standard Plans
Improvement Plans
Informational
Bid Documents
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IMPROVEMENT PLANS
CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED DOCUMENTS, PLANS AND SPECIFICATIONS CONFORM TO ORIGINALS WHICH ARE ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF YAKIMA COUNTY, WASHINGTON.

GARY N. EKSTEDT, P.E.
COUNTY ENGINEER
INSTRUCTIONS TO BIDDERS

DELIVERY OF PROPOSALS

Sealed bids will be received at the following location before the specified time:

Office of the County Engineer of Yakima County, 4th Floor, Yakima County Courthouse, 128 N. 2nd Street, Yakima, Washington 98901 until 2:00 p.m. of the bid opening date.

Each proposal, or bid shall be completely sealed in a separate package, addressed to the County Engineer of Yakima County with the name of the improvements for which the bid is submitted plainly written on the outside of the package.

No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be accepted.

DATE OF OPENING BIDS

The bid opening date for this project shall be September 12, 2012

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

Yakima County Courthouse
Public Services Conference Room, Room 419,
128 N. 2nd Street,
Yakima, Washington 98901.

RIGHT TO REJECT BIDS:

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

PROPOSAL GUARANTY:

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

FORM FURNISHED:

Each bid must be made on the form attached to these Specifications.

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

This certifies that the undersigned has examined the location of:

C 3471, Yakima Valley Highway Overlay

and that the Plans, Specifications and Contract governing the work embraced in this improvement, and the method by which payment will be made for said work, is understood. The undersigned hereby, proposes to undertake and complete the work embraced in this improvement, or as much as can be completed with the money available, in accordance with the said Plans, Specifications, and Contract, and the following schedule of rates and prices:

**NOTE:** Unit Prices for all items, all extensions, and total amount of bid shall be shown, Sales Tax shall be included in Unit Prices. No oral, telephonic, facsimile, or telegraphic Bids or modifications shall be considered or accepted.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Approx. Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Item Amt.</th>
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<tr>
<td>1</td>
<td>MOBILIZATION</td>
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<td>L.S.</td>
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<td>$</td>
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<td>2</td>
<td>TRAFFIC CONTROL SUPERVISOR</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
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<tr>
<td>3</td>
<td>FLAGGERS AND SPOTTERS</td>
<td>320</td>
<td>HOUR</td>
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<td>$</td>
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<tr>
<td>4</td>
<td>OTHER TRAFFIC CONTROL LABOR</td>
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<td>HOUR</td>
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<tr>
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<td>CONSTRUCTION SIGNS CLASS A</td>
<td>510</td>
<td>S.F.</td>
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<td>TEMPORARY PAVEMENT MARKING</td>
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<td>PAINT LINE</td>
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<td>L.F.</td>
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<td>$</td>
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<td>PAINTED WIDE LINE</td>
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<td>L.F.</td>
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<td>$</td>
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<td>PAINTED STOP LINE</td>
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<td>S.F.</td>
<td>$</td>
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<td>PAINTED TRAFFIC ARROW</td>
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<td>EACH</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12</td>
<td>CRUSHED SURFACING TOP COURSE</td>
<td>300</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13</td>
<td>HMA CL. ½ IN. PG 64-28</td>
<td>12,000</td>
<td>TON</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14</td>
<td>ANTI STRIPPING ADDITIVE</td>
<td>1</td>
<td>CALC</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>15</td>
<td>MONUMENT CASE AND COVER (county furnished)</td>
<td>2</td>
<td>EACH</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16</td>
<td>MINOR CHANGES</td>
<td>1</td>
<td>FORCE ACCOUNT</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>17</td>
<td>SPCC PLAN</td>
<td>1</td>
<td>L.S.</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL BID AMOUNT:** $
The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASH [ ] IN THE AMOUNT OF __________________________

CASHIER’S CHECK [ ] _______________________________ DOLLARS

CERTIFIED CHECK [ ] ($__________) PAYABLE TO THE COUNTY TREASURER

PROPOSAL BOND [ ] IN THE AMOUNT OF 5 PERCENT (5%) OF THE BID

Bidder acknowledges receipt of the following Addendum’s:

No. Date

The undersigned has telephoned the Office of the Yakima County Engineer for verification of the number of Addendum’s issued.

SIGNATURE OF AUTHORIZED OFFICIAL(S)

________________________

That:

Name:

Address:

Phone No.:

Washington Registration No.:

Federal ID Tax No.:

UBI No.:

E-Mail Address:

Signed and sworn (or affirmed) before me on ___________ (Date)

NOTARY PUBLIC

My appointment expires ____________________________

State of County of ____________________________ (Seal and Stamp)

NOTE: (1) This proposal is not transferable and any alteration of the firm’s name entered hereon without prior permission from the County Engineer shall be cause for considering the proposal irregular and subsequent rejection of the bid.

(2) Please refer to Section 1-02.6 of the Standard Specifications, re: “Preparation of Proposal” or “Article 4” of the Instruction to Bidders for building construction jobs.

(3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communications; C 3471.
LETTER OF RESPONSIBILITY

Date: __________________________
County Road Project No.: C 3471

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

Dear Sirs:

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

a. My permanent place of business is __________________________, which I have maintained for _________ years.

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

DESCRIPTION OF WORK:

C 3471 – YAKIMA VALLEY HIGHWAY OVERLAY
(M.P. 30.29 TO 30.99 AND M.P. 31.36 TO M.P. 33.74)

I have the following equipment available for this work:

________________________________________________________________________

________________________________________________________________________

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

________________________________________________________________________

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

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

Very truly yours,

______________________________
Contractor

NOTE: This sheet need not be submitted, unless so requested by the Engineer subsequent to opening of bid. This “letter of responsibility” shall not be construed to be a request for prequalification of bidder.

CASH [ ] IN THE AMOUNT OF __________________________ DOLLARS

CASHIER’S CHECK [ ] __________________________ DOLLARS
DEFINITION OF TERMS

In interpreting these specifications, the following definitions shall prevail:


SECRETARY OF TRANSPORTATION: Secretary of Transportation of the State of Washington.

BOARD: The Board of County Commissioners of Yakima County.

ENGINEER: County, or construction engineer, or his duly authorized assistants by whom all explanations and directions necessary for the satisfactory prosecution and completion of the work described in these specifications will be given.

CONTRACTOR: The person, firm, co-partnership, or corporation, or any lawful agent of such person, firm, partnership or corporation constituting one of the principals to the contract and undertaking to perform the work herein specified.

CONTRACT: The Agreement between the Contractor and the County of Yakima acting through the Board of County Commissioners. The contract shall include the accepted “Proposal”, “Plans”, “Specifications” and “Contract Bond”, also any and all supplemental agreements which reasonably could be required to complete the construction of the work in a substantial and acceptable manner.

PROPOSAL: The written offer, or copy thereof of the bidder to perform the work proposed.

PLANS: The officially approved drawings, or reproductions thereof attached to this contract.

SPECIFICATIONS: The directions, provisions and requirements contained herein, together with all written agreements made, or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

CONTRACT BOND: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the terms of the contract.

LABORATORY: The laboratories of the Department of Transportation, or other laboratories designated by the engineer.

AMOUNT OF THE CONTRACT: For the purpose of awarding the contract and determining the amount of the bond, the lump sum bid, or the summation of the products of the approximate quantities shown on the plans or otherwise stated by the unit prices will be considered the total amount of the bid and the full amount of the contract price.
NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

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

The “hotline” is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.
Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant’s responsibilities. The regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of federal assistance funds certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

______________________________
Name and Title of Authorized Representative

________________________   _____________
Signature                        Date
CONTRACT

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

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

I. The CONTRACTOR shall do all work and furnish all tools and equipment for C 3471 – Yakima Valley Highway Overlay, and shall perform any changes in the work in accordance with the Contract Documents, which include the Contract Form, Bidder’s completed Proposal Form, Scope of Work, Contract Plans, Contract Provisions, Standard Specifications, Standard Plans, Addenda, various certifications and affidavits, supplemental agreements, and any change orders.

II. The CONTRACTOR shall provide and bear the expense of all equipment, material and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in the Contract Documents except those items mentioned therein to be furnished by Yakima County.

III. The COUNTY hereby promises and agrees to pay the CONTRACTOR according to the conditions stated in the Contract Documents.

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

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

VI. The parties agree that, for the purpose of this agreement, the CONTRACTOR is an independent contractor and neither the CONTRACTOR nor any employee of the CONTRACTOR is an employee of the COUNTY. Neither the CONTRACTOR nor any employee of the CONTRACTOR is entitled to any benefits that the COUNTY provides its employees. The CONTRACTOR is solely responsible for payment of any statutory workers compensation or employer’s liability insurance as required by state law.

IN WITNESS WHEREOF, the CONTRACTOR has executed this instrument, on the date indicated below and Yakima County has caused this instrument to be executed in the name of said COUNTY by and through the Board of Yakima County Commissioners on the date indicated below:

CONTRACTOR:

Signed: ___________________________ , 2012

Signature for Contractor

Print or Type Name of Person Signing

Title

Foregoing Contract approved and ratified

_______________________________ , 20____

Surety

Attorney in fact

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner

ATTEST: Clerk of the Board

Tiera L. Girard

Approved as to form:

Deputy Prosecuting Attorney

BOARD OF YAKIMA COUNTY COMMISSIONERS

Signed: ___________________________ , 2012

Informational Bid Documents
PERFORMANCE BOND
(RCW 39.08)

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

THE CONDITION of this bond is such that WHEREAS, on __________, 20__, the PRINCIPAL executed a certain Contract with the County, by the terms of which PRINCIPAL agrees to furnish all material and labor and will undertake and complete the construction of for C 3471 – Yakima Valley Highway Overlay according to the plans, specs and specifications made a part of said Contract, which Contract is attached hereto and by this reference is incorporated herein and made a part hereof. FURTHER, the SURETY agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

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

Dated this __________ day of __________, 20__.

PRINCIPAL
By: __________
Title: __________

SURETY

By: __________
Attorney-in-Fact

Chair of the Board of
Yakima County Commissioners
Date: __________, 20__

Approved as to form:

Deputy Prosecuting Attorney

Name of Local Office of Agent

Address of Local Office Agent

BOND NUMBER

YAKIMA COUNTY CONTRACT NUMBER
Amendments to Standard Specifications
AMENDMENTS TO THE STANDARD SPECIFICATIONS

C3471 – YAKIMA VALLEY HIGHWAY OVERLAY
Yakima County, Washington

INTRODUCTION

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

AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

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

DIVISION 1
GENERAL REQUIREMENTS

Section 1-01, Definition and Terms
August 6, 2012

1-01.3 Definitions
The definition for “Bid Documents” is revised to read:

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

The definition for “Superstructures” is revised to read:

The part of the Structure above:

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

Longitudinal limits of the Superstructure extend from end to end of the Structure in accordance with the following criteria:
1. From the face of end diaphragm abutting the bridge approach embankment for end piers without expansion joints, or

2. From the end pier expansion joint for bridges with end pier expansion joints.

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

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

Section 1-02, Bid Procedures and Conditions
January 2, 2012

1-02.4(2) Subsurface Information
The first two sentences in the first paragraph are revised to read:

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

Section 1-03, Award and Execution of Contract
April 2, 2012

1-03.1(1) Tied Bids
This section’s title is revised to read:

1-03.1(1) Identical Bid Totals

Section 1-07, Legal Relations and Responsibilities to the Public
June 4, 2012

1-07.1 Laws to be Observed
The following two sentences are inserted after the first sentence in the third paragraph:

In particular the Contractor’s attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically WAC 296.800.11025 prohibits alcohol and narcotics from the workplace.
Section 1-08, Prosecution and Progress
April 2, 2012

1-08.1 Subcontracting
In the eighth paragraph, “Contracting Agency” is revised to read “WSDOT”.

1-08.3(1) General Requirements
The following new paragraph is inserted after the first paragraph:

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

1-08.7 Maintenance During Suspension
The second paragraph is revised to read:

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

Section 1-09, Measurement and Payment
August 6, 2012

1-09.1 Measurement of Quantities
The following new sentence is inserted after the sentence ““Ton” 2,000 pounds of avoirdupois weight”: Items of payment that have “Lump Sum” or “Force Account” in the Bid Item of Work shall have no specific unit of measurement requirement.

1-09.2(5) Measurement
The second sentence in the first paragraph is revised to read:

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

DIVISION 3
AGGREGATE PRODUCTION AND ACCEPTANCE

Section 3-04, Acceptance of Aggregate
April 2, 2012

3-04.3(7)D4 An Entire Lot
The last sentence is deleted.

3-04.5 Payment
In the second paragraph, the reference “Section 3-04.3(6)C “ is revised to read “Section 3-04.3(8)“.

In Table 1, the row containing the item “Gravel Borrow for Geosynthetic Retaining Wall” is revised to read:
DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

Section 5-04, Hot Mix Asphalt
August 6, 2012

5-04.3(10)B3 Longitudinal Joint Density
The section including title is revised to read:

5-04.3(10)B3 Vacant

5-04.3(11)D General
The last sentence in the first paragraph is deleted.

DIVISION 8
MISCELLANEOUS CONSTRUCTION

Section 8-01, Erosion Control and Water Pollution Control
August 6, 2012

8-01.3(2)D Mulching
The following two new paragraphs are inserted after the fourth paragraph:

Short-Term Mulch shall be hydraulically applied at the rate of 2500 pounds per acre and may be applied in one lift.

Moderate-Term Mulch and Long-Term Mulch shall be hydraulically applied at the rate of 3500 pounds per acre with no more than 2000 pounds applied in any single lift.

8-01.3(2)E Soil Binders and Tacking Agents
The first paragraph is revised to read:

Tacking agents or soil binders applied using a hydroteeder shall have a mulch tracer added to visibly aid uniform application. This tracer shall not be harmful to plant, aquatic, or animal life. A minimum of 125 pounds per acre and a maximum of 250 pounds per acre of Short-Term Mulch shall be used as a tracer.

The last two paragraphs are deleted.

8-01.3(2)F Dates for Application of Final Seed, Fertilizer, and Mulch
In the first paragraph, “Engineer” is revised to read “Project Engineer”.
Note 1 of the table in the first paragraph is revised to read:

Where Contract timing is appropriate, seeding, fertilizing, and mulching shall be accomplished during the fall period listed above.

The third paragraph is deleted.

8-01.3(4) Placing Compost Blanket
The first paragraph is revised to read:

Compost blanket shall be placed to a depth of 3 inches over bare soil. Compost blanket shall be placed prior to seeding or other planting. An organic tackifier shall be placed over the entire composted area when dry or windy conditions are present or expected before the final application of mulch or erosion control blanket. The tackifier shall be applied immediately after the application of compost to prevent compost from leaving the composted area.

8-01.3(5) Placing Plastic Covering
The second and third paragraphs are revised to read:

Clear plastic covering shall be used to promote seed germination when seeding is performed outside of the Dates for Application of Final Seed in Section 8-01.3(2)F. Black plastic covering shall be used for stockpiles or other areas where vegetative growth is unwanted.

The plastic cover shall be installed and maintained in a way that prevents water from cutting under the plastic and prevents the plastic cover from blowing open in the wind.

8-01.3(6) Check Dams
This section is revised to read:

Check dams shall be installed as soon as construction will allow, or when designated by the Engineer. The Contractor may substitute a different check dam, in lieu of what is specified in the contract, with approval of the Engineer. The check dam is a temporary or permanent structure, built across a minor channel. Water shall not flow through the check dam structure. Check dams shall be constructed in a manner that creates a ponding area upstream of the dam to allow pollutants to settle, with water from increased flows channeled over a spillway in the check dam. The check dam shall be constructed to prevent erosion in the area below the spillway. Check dams shall be placed perpendicular to the flow of water and installed in accordance with the Standard Plans. The outer edges shall extend up the sides of the conveyance to prevent water from going around the check dam. Check dams shall be of sufficient height to maximize detention, without causing water to leave the ditch. Check dams shall meet the requirements in Section 9-14.5(4).

8-01.3(7) Stabilized Construction Entrance
The first paragraph is revised to read:

Temporary stabilized construction entrance shall be constructed in accordance with the Standard Plans, prior to beginning any clearing, grubbing, embankment or excavation. All quarry spill material used for stabilized construction entrance shall be free of extraneous materials that may cause or contribute to track out.
8-01.3(9)B Gravel Filter, Wood Chip, or Compost Berm

The first paragraph is revised to read:

Filter berms shall retain sediment and direct flows. The gravel filter berm shall be a minimum of 1 foot in height and shall be maintained at this height for the entire time they are in use. Rock material used for filter berms shall meet the grading requirements in Section 9-03.9(2), but shall not include any recycled materials as outlined in Section 9-03.21.

8-01.3(9)C Straw Bale Barrier

This section including title is revised to read:

8-01.3(9)C Vacant

8-01.3(11) Vacant

This section including title is revised to read:

8-01.3(11) Outlet Protection

Outlet protection shall prevent scour at the outlets of ponds, pipes, ditches or other conveyances. All quarry spall material used for outlet protection shall be free of extraneous material and meet the gradation requirements in Section 9-13.6.

8-01.3(13) Temporary Curb

This section is revised to read:

Temporary curbs shall divert or redirect water around erodible soils.

Temporary curbs shall be installed along pavement edges to prevent runoff from flowing onto erodible slopes. Water shall be directed to areas where erosion can be controlled. The temporary curbs shall be a minimum of 4 inches in height. Ponding shall not be in roadways.

8-01.4 Measurement

The third paragraph is revised to read:

Check dams will be measured per linear foot one time only along the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

The ninth paragraph is deleted.

This section is supplemented with the following:

Outlet Protection will be measured per each initial installation at an outlet location.

8-01.5 Payment

The bid item “Straw Bale”, per each is deleted.

This section is supplemented with the following:
“Outlet Protection”, per each.

Section 8-02, Roadside Restoration
August 6, 2012

In this section, “psiPE” is revised to read “PSIPE”.

8-02.3(4)C Topsoil Type C
In this section, “9-14.1(2)” is revised to read “9-14.1(3)”.

8-02.3(8) Planting
Item number 1 in the second paragraph is revised to read:

1. Non-Irrigated Plant Material
   West of the summit of the Cascade Range - October 1 to March 1.
   East of the summit of the Cascade Range - October 1 to November 15.

8-02.5 Payment
The paragraph following bid item “Coarse Compost”, per cubic yard” is revised to read:

   The unit Contract price per cubic yard for “Fine Compost”, Medium Compost” or “Coarse Compost”
   shall be full pay for furnishing and spreading the compost onto the existing soil.

Section 8-21, Permanent Signing
August 6, 2012

8-21.2 Materials
The third sentence is revised to read:

Materials for sign mounting shall conform to Section 9-28.11.

8-21.3(9)A Fabrication of Steel Structures
The first sentence in the first paragraph is revised to read:

Fabrication shall conform to the applicable requirements of Section 6-03 and 9-06.

This section is supplemented with the following:

All fabrication, including repairs, adjustments or modifications of previously fabricated sign structure
members and connection elements, shall be performed in the shop, under an Engineer approved shop
drawing prepared and submitted by the Contractor for the original fabrication or the specific repair,
adjustment or modification. Sign structure fabrication repair, adjustment or modification of any kind
in the field is not permitted. If fabrication repair, adjustment or modification occurs after a sign
structure member or connection element has been galvanized, the entire member or element shall be
re-galvanized in accordance with AASHTO M 111.
8-21.3(9)B Vacant
This section including title is revised to read:

8-21.3(9)B Erection of Steel Structures
Erection shall conform to the applicable requirements of Sections 6-03 and 8-21.3(9)F. Section 8-21.3(9)F notwithstanding, the Contractor may erect a sign bridge prior to completion of the shaft cap portion of one foundation for one post provided the following conditions are satisfied:

1. The Contractor shall submit design calculations and working drawings of the temporary supports and falsework supporting the sign bridge near the location of the incomplete foundation to the Engineer for approval in accordance with Section 6-01.9. The submittal shall include the method of releasing and removing the temporary supports and falsework without inducing loads and stress into the sign bridge.

2. The Contractor shall submit the method used to secure the anchor bolt array in proper position with the sign bridge while casting the shaft cap concrete to complete the foundation.

3. The Contractor shall erect the sign bridge and temporary supports and falsework, complete the remaining portion of the incomplete foundation, and remove the temporary supports and falsework, in accordance with the working drawing submittals as approved by the Engineer.

8-21.3(9)F Foundations
The following new paragraph is inserted after the second paragraph:

Concrete placed into an excavation where water is present shall be placed using an approved tremie. If water is not present, the concrete shall be placed such that the free-fall is vertical down the center of the shaft without hitting the sides, the steel reinforcing bars, or the steel reinforcing bar cage bracing. The Section 6-02.3(6) restriction for 5-feet maximum free-fall shall not apply to placement of Class 4000P concrete into a shaft.

The eighth paragraph is replaced with the following three new paragraphs:

After construction of concrete foundations for sign bridge and cantilever sign structures, the Contractor shall survey the foundation locations and elevations, the anchor bolt array locations and lengths of exposed threads. The Contractor shall confirm that the survey conforms to the sign structure post, beam, span and foundation design geometry shown in the Plans, and shall identify any deviations from the design geometry shown in the Plans. When deviations are identified, the Contractor shall notify the Engineer, and such notice shall be accompanied by the Contractor’s proposed method(s) of addressing the deviations, including removal and reconstruction of the shaft cap portion of the affected concrete foundation as outlined in this Section, or fabrication repair, adjustment or modification, with associated shop drawings, in accordance with Section 8-21.3(9)A.

If the Contractor’s survey indicates that a concrete foundation has been constructed incorrectly for a sign structure that has already been fabricated, the Contractor may remove and reconstruct the shaft cap portion of the foundation, in accordance with Section 1-07.13, provided the following conditions are satisfied:
1. The Contractor shall submit the method and equipment to be used to remove the portion of the concrete foundation to be removed and reconstructed to the Engineer for approval in accordance with Section 1-05.3. The submittal shall include confirmation that the equipment and the method of operation is appropriate to ensure that the existing anchor bolt array and primary shaft vertical steel reinforcing bars will not be damaged.

2. All steel reinforcing bars, except for steel reinforcing bars extending from the bottom portion of the foundation to remain, shall be removed and disposed of in accordance with Sections 2-02.3 and 2-03.3(7)C, and shall be replaced with new steel reinforcing bars conforming to the size, dimensions and geometry shown in the Plans. All concrete of the removed portion of the foundation shall be removed and disposed of in accordance with Sections 2-02.3 and 2-03.3(7)C.

3. The Contractor shall adjust the primary shaft vertical steel reinforcing bars as necessary in accordance with Section 6-02.3(24)C to provide clearance for the anchor bolt array.

Sign structures shall not be erected on concrete foundations until the Contractor confirms that the foundations and the fabricated sign structures are either compatible with each other and the design geometry shown in the Plans, or have been modified in accordance with this Section and as approved by the Engineer to be compatible with each other, and the foundations have attained a compressive strength of 2,400 psi.

Item number 4 in the ninth paragraph is revised to read:

4. Concrete shall be Class 4000P, except as otherwise specified. The concrete for the shaft cap (the portion containing the anchor bolt array assemblies above the construction joint at the top of the shaft) shall be Class 4000.

Item number 3 in the tenth paragraph is revised to read:

3. Unless otherwise shown in the Plans, concrete shall be Class 4000P.

8-21.5 Payment
This section is supplemented with the following:

All costs in connection with surveying completed concrete foundations for sign bridges and cantilever sign structures shall be included in the lump sum contract price for “Structure Surveying”, except that when no Bid item is included in the Proposal for “Structure Surveying” then such costs shall be included in the lump sum contract price(s) for “Sign Bridge No. ___” and “Cantilever Sign Structure No. ___”
DIVISION 9
MATERIALS

Section 9-14, Erosion Control and Roadside Planting
August 6, 2012

9-14.3 Fertilizer
The second sentence in the first paragraph is revised to read:

It may be separate or in a mixture containing the percentage of total nitrogen, available phosphoric acid, and water-soluble potash or sulfur in the amounts specified.

9-14.4(2) Hydraulically Applied Erosion Control Products (HECPs)
The first sentence in the third paragraph is revised to read:

All HECPs shall be furnished premixed by the manufacturer with Organic or Synthetic Tackifier as specified in Section 9-14.4(7).

The third and fourth rows in Table 1 is revised to read:

| Heavy Metals | EPA 6020A Total Metals | Antimony -- < 4 mg/kg | Arsenic -- < 6 mg/kg | Barium -- < 80 mg/kg | Boron -- < 160 mg/kg | Cadmium -- < 2 mg/kg | Total Chromium -- < 4 mg/kg | Copper -- < 10 mg/kg | Lead -- < 5 mg/kg | Mercury -- < 2 mg/kg | Nickel -- < 2 mg/kg | Selenium -- < 10 mg/kg | Strontium -- < 30 mg/kg | Zinc -- < 30 mg/kg |
|--------------|------------------------|------------------------|----------------------|----------------------|----------------------|----------------------|------------------------|----------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| Water Holding Capacity | ASTM D 7367 | 800 percent minimum |

9-14.4(2)A Long Term Mulch
In the first paragraph, the phrase “within 2 hours of application” is deleted.

9-14.4(4) Wood Strand Mulch
The last sentence in the second paragraph is deleted.

This section is supplemented with the following new paragraph:

The Contractor shall provide Material Safety Data Sheet (MSDS) that demonstrates that the product is not harmful to plant life and a test report performed in accordance with WSDOT Test Method 125 demonstrating compliance to this specification prior to acceptance.
9-14.4(8) Compost

The second paragraph is revised to read:

Compost production and quality shall comply with WAC 173-350 and for biosolids composts, WAC 173-308.

The third paragraph is to read:

Compost products shall meet the following physical criteria:

1. Compost material shall be tested in accordance with U.S. Composting Council Testing Methods for the Examination of Compost and Composting (TMECC) 02.02-B, “Sample Sieving for Aggregate Size Classification”.

Fine compost shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1”</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>3/8”</td>
<td>90</td>
<td>100</td>
</tr>
<tr>
<td>¼”</td>
<td>75</td>
<td>100</td>
</tr>
</tbody>
</table>

Note: Maximum particle length of 4 inches.

Medium compost shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1”</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>3/8”</td>
<td>85</td>
<td>100</td>
</tr>
<tr>
<td>¼”</td>
<td>70</td>
<td>85</td>
</tr>
</tbody>
</table>

Note: Maximum particle length of 4 inches. Medium compost shall have a carbon to nitrogen ratio (C:N) between 18:1 and 35:1. The carbon to nitrogen ratio shall be calculated using dry weight of “Organic Carbon” using TMECC 04.01A divided by the dry weight of “Total N” using TMECC 04.02D.

Coarse compost shall meet the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>2”</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>1”</td>
<td>90</td>
<td>100</td>
</tr>
<tr>
<td>3/4”</td>
<td>70</td>
<td>100</td>
</tr>
<tr>
<td>¼”</td>
<td>40</td>
<td>60</td>
</tr>
</tbody>
</table>
Note  Maximum particle length of 6 inches. Coarse compost shall have a carbon to nitrogen ratio (C:N) between 25:1 and 35:1. The carbon to nitrogen ratio shall be calculated using the dry weight of “Organic Carbon” using TMECC 04.01A divided by the dry weight of “Total N” using TMECC 04.02D.

2. The pH shall be between 6.0 and 8.5 when tested in accordance with U.S. Composting Council TMECC 04.11-A, “1:5 Slurry pH”.

3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1 percent by weight as determined by U.S. Composting Council TMECC 03.08-A “Classification of Inerts by Sieve Size”.

4. Minimum organic matter shall be 40 percent by dry weight basis as determined by U.S. Composting Council TMECC 05.07A “Loss-On-Ignition Organic Matter Method (LOI)”.

5. Soluble salt contents shall be less than 4.0 mmhos/cm when tested in accordance with U.S. Composting Council TMECC 04.10 “Electrical Conductivity.”

6. Maturity shall be greater than 80 percent in accordance with U.S. Composting Council TMECC 05.05-A, “Germination and Root Elongation”.

7. Stability shall be 7-mg CO₂-C/g OM/day or below in accordance with U.S. Composting Council TMECC 05.08-B “Carbon Dioxide Evolution Rate”.

8. The compost product shall originate from organic waste as defined in WAC 173 350 as “Type 1 Feedstocks”, “Type 2 Feedstocks”, and/or “Type 3 Feedstocks”. The Contractor shall provide a list of feedstock sources by percentage in the final compost product.

9. The Engineer may also evaluate compost for maturity using U.S. Composting Council TMECC 05.08-E “Solvita® Maturity Index”. Fine compost shall score a number 6 or above on the Solvita® Compost Maturity Test. Medium and coarse compost shall score a 5 or above on the Solvita® Compost Maturity Test.

9-14.4(8)A Compost Approval

This section’s title is revised to read:

9-14.4(8)A Compost Submittal Requirements

The first sentence in this section up until the colon is revised to read:

The Contractor shall submit the following information to the Engineer for approval:

Item No. 2 in the first paragraph is revised to read:

2. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling) or for biosolid composts a copy of the Coverage Under the General Permit for
Biosolids Management issued to the manufacturer by the Department of Ecology in accordance with WAC 173-308 (Biosolids Management).

9-14.5(1) Polyacrylamide (PAM)
The third sentence is replaced with the following two new sentences:
The minimum average molecular weight shall be greater than 5-mg/mole. The charge density shall be no less than 15 percent and no greater than 30 percent.

9-14.5(2) Erosion Control Blanket
The second sentence in the first paragraph is revised to read:
The Contractor shall supply independent test results from the National Transportation Product Evaluation Program (NTPEP) meeting the following requirements in Tables 6 and 7:

9-14.5(4) Geotextile Encased Check Dam
This section including title is revised to read:

9-14.5(4) Check Dams
All materials used for check dams shall be non-toxic and not pose a threat to wildlife when installed.

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

9-14.5(4)A Biodegradable Check Dams
Biodegradable check dams shall meet the following requirements:

<table>
<thead>
<tr>
<th>Biodegradable Check Dams</th>
<th>Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wattle Check Dam</td>
<td>9-14.5(5)</td>
</tr>
<tr>
<td>Compost Sock Check Dam</td>
<td>9-14.5(6)</td>
</tr>
<tr>
<td>Coir Log Check Dam</td>
<td>9-14.5(7)</td>
</tr>
</tbody>
</table>

The Contractor may substitute a different biodegradable check dam as long as it complies with the following and is approved by the Engineer:

1. Made of natural plant fiber.
2. Netting if present shall be biodegradable.

9-14.5(4)B Non-biodegradable Check Dams
Non-biodegradable check dams shall meet the following requirements:

1. Geotextile materials shall conform to section 9-33 for silt fence.
2. Other such devices that fulfill the requirements of section 9-14.5(4) and shall be approved by the Engineer prior to installation.

9-14.6(1) Description
In item No. C in the fourth paragraph, “22-inch” is revised to read “2-inch”.

C 3471, Yakima Valley Highway Overlay
Section 9-34, Permanent Marking Material
April 2, 2012

9-34.2 Paint
The second paragraph is revised to read:

Blue and black paint shall comply with the requirements for yellow paint in Section 9-34.2(4) and Section 9-34.2(5), with the exception that blue and black paints do not need to meet the requirements for titanium dioxide, directional reflectance, and contrast ration.
Special Provisions
SPECIAL PROVISIONS

C 3471 – YAKIMA VALLEY HIGHWAY OVERLAY
Yakima County, Washington

The English version of the 2012 Standard Specifications for Road, Bridge and Municipal
Construction as prepared by the Washington State Department of Transportation and the American
Public Works Association, Washington State Chapter are hereby incorporated into this contract as
Standard Specifications.

The following Special Provisions are made a part of this contract and supersede any conflicting
provisions of the 2012 Standard Specifications for Road, Bridge and Municipal Construction, and the
foregoing Amendments to the Standard Specifications.

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

(date) General Special Provision
(******) Notes a revision to a General Special Provision
and also notes a Project Specific Special
Provision.
(Regions¹ date) Region Special Provision
(BSP date) Bridges and Structures Special Provision

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

Region Special Provisions are commonly applicable within the designated Region. Region
designations are as follows:

Regions¹
ER Eastern Region
NCR North Central Region
NWR Northwest Region
OR Olympic Region
SCR South Central Region
SWR Southwest Region
WSF Washington State Ferries Division

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

Project Specific Special Provisions normally appear only in the contract for which they were
developed.
DIVISION 1
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(March 13, 1995)

This contract provides for the improvement of a total of approximately 3.08 miles of Yakima Valley Highway in two sections, milepost 30.29 to 30.99, and milepost 31.36 to 33.74. The work consisting of grinding existing bituminous pavement, applying tack coat and overlaying with Hot Mix Asphalt, all in accordance with the attached Contract Plans, these Special Provisions, the Standard Specifications

Funds

*****

Yakima County Road funds are involved in the construction of these improvements.

DIVISION 1
GENERAL REQUIREMENTS

Section 1-01, Definitions and Terms

1-01.3 Definitions
(March 13, 2012 APWA GSP)

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

Dates

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

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

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

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

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.
**Physical Completion Date**
The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

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

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

Supplement this Section with the following:

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

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

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

The venue of all causes of action arising from the advertisement, award, execution, and performance of the contract shall be in the Superior Court of the County where the Contracting Agency's headquarters are located.

**Additive**
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

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

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

**Contract 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.

Section 1-02, Bid Procedures and Conditions

1-02.1 Prequalification of Bidders
(******)

Section 1-02.1 is deleted for this project and replaced with the following:

Yakima County does not prequalify bidders. However, if the apparent low bidder has not
already been determined qualified, the County shall afford 10 days after notification for the
low bidder to provide evidence for evaluation as to capability to perform work. The
evaluation may include consideration of experience, personnel, equipment, and financial
resources as well as performance record and the information should be sufficient to enable the
bidder to obtain the required qualification rating prior to award of contract.

Qualification must, as a minimum, consist of bonding capability to the amount of contract and
meeting licensing requirements of State law.

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

Delete this section and replace it with the following:

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

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

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

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

1-02.5 Proposal Forms

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal

(June 27, 2011 APWA GSP)

Supplement the second paragraph with the following:

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

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

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

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

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

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE requirements are to be satisfied through such an agreement.
A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any D/W/MBE requirements are to be satisfied through such an agreement.

1-02.7 Bid Deposit
(October 1, 2005 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.

1-02.9 Delivery of Proposal
(May 4, 2012 APWA GSP)

Delete this section and replace it with the following:

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

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

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids.
1-02.13 Irregular Proposals
(March 13, 2012 APWA GSP)

Revise item 1 to read:

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

1-02.14 Disqualification of Bidders
(March 25, 2009 APWA GSP, Option B)

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
   39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in
   collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to
   the full extent of the bid, or to the extent that the bid exceeds the authorized
   prequalification amount as may have been determined by a prequalification of the
   Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting
   Agency work or for work done for others, as judged from the standpoint of conduct of
the work; workmanship; or progress; affirmative action; equal employment
opportunity practices; termination for cause; or Disadvantaged Business Enterprise,
Minority Business Enterprise, or Women’s Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise), which in the opinion of
the Contracting Agency might hinder or prevent the prompt completion of the work
bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts,
unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a
crime arising from a previous public contract, unless there are extenuating
circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of
the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency.

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

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

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

Section 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.

1-03.3 Execution of Contract
(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within 10 calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

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

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

Section 1-04, Scope of 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.

Section 1-05, Control of Work

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

demn 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.

1-05.13 Superintendents, Labor and Equipment of Contractor 
(March 25, 2009 APWA GSP)

Revise the seventh paragraph to read:

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

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

Revise the second paragraph to read:

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

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

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

Add the following new section:

1-05.17 Oral Agreements
(October 1, 2005 AWPA GSP)

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information and in no way binding upon the Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

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

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

Supplement this section with the following:

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

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

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

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor’s plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor’s performance does not, and shall not, be intended to include review and adequacy of the Contractor’s safety measures in, on, or near the project site.
1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.
For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(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).

1-07.5 Fish and Wildlife and Ecology Regulations

1-07.5(4) Air Quality

(* * * * * *)

Section 1-07.5(4) is supplemented with the following:

Prevention of Environmental Pollution and Preservation of Public Natural Resources

The Contractor shall comply with the following environmental provisions, which are made a part of the contract documents. A copy of the environmental provisions is available to the Contractor at the Project Engineer’s office.

If the Contractor’s operations involve work outside the areas covered by the following environmental provisions, the Contractor shall advise the Engineer and request a list of all additional provisions covering the area involved. A copy of all additional environmental provisions is also available to the Contractor at the Project Engineer’s office.

In addition to the requirements of Section 1-07.5(4) of the Standard Specifications, the Contractor shall comply with the following environmental provisions:

The Contractor is hereby notified that there are various Federal, State, and local statutes, ordinances and regulations such as, but not limited to, the Yakima County Clean Air Authority Regulations, dealing with the prevention of environmental pollution and the preservation of public natural resources that affect or are affected by this project.

The Contractor is further advised that the construction of this Project does not require construction operations that would have to be done in a fashion that would be in violation of Yakima County’s Clean Air Ordinance, the State Shoreline Management Act or any other known statute, ordinance or regulation. To the extent that they are reasonably obtainable, these statutes, ordinances or regulations are on file in the office of the Director of Public Works of Yakima County, Room 408 County Courthouse, Yakima, Washington, for the inspection by prospective Bidders.
All Bidders are advised to acquaint themselves with the applicable sections of those statutes, ordinances, or regulations so that their Bid shall be based on a construction plan of operations that shall not be in violation of said statutes, ordinances or regulations. If the Contractor desires to so conduct his operations so that they fall within the applicable sections of those statutes, ordinances, or regulations, he shall take all measures to obtain all approvals necessary to be in full compliance with the environmental protection requirements applicable to his operations. By submitting a Bid, the Contractor is thereby acknowledging these referred to Federal, State, and local statutes, ordinances or regulations.

1-07.7 Load Limits
(******)

Section 1-07.7 is supplemented with the following:

If the sources of materials provided by the Contractor of the County require hauling over roads other than County Highways, the Contractor shall, at his own cost and expense, make all arrangements for the use of the haul routes.

1-07.7(1) General
(******)

Section 1-07.7(1) is supplemented with the following:

Yakima County has imposed load restrictions on bridges throughout the County. The Contractor shall become familiar with the locations and the load restriction on the bridges and schedule his haul routes to avoid all violations of the posted restrictions. The Engineer shall make available to the Contractor, a complete listing of the restricted bridges in Yakima County.

1-07.13 Contractor's Responsibility For Work

1-07.13(4) Repair of Damage
(August 6, 2001)

Repair of Damage

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

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

1-07.15(1) Spill Prevention, Control and Countermeasures Plan

Spill Prevention, Control and Countermeasures Plan
(August 3, 2009)

Section 1-07.15(1) is supplemented with the following:
The Contractor shall address the following items in the SPCC Plan in addition to the requirements of Section 1-07.15(1):

Mixing, Transfers, & Storage
1. All oil, fuel or chemical storage tanks or containers shall be diked and located on impervious surfaces so as to prevent spill from escaping.
2. All liquid products shall be stored and mixed on impervious surfaces in a secure water tight environment and provide containment to handle the maximum volume of liquid products on site at any given time.
3. Proper security shall be maintained to prevent vandalism.
4. Drip pans or other protective devices shall be required for all transfer operations.

Spills
Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching storm drains or other discharges. No cleaning solvents or chemicals used for tool or equipment cleaning may be discharged to the ground or water.

Maintenance of Equipment
Fuel hoses, oil drums, oil or fuel transfer valves and fittings, etc, shall be checked regularly for drips or leaks and shall be maintained and stored properly to prevent spills into State waters.

Disposal
Spilled waste, chemicals or petroleum products shall be transported off site for disposal at a facility approved by the Department of Ecology. The materials shall not be discharged to any sanitary sewer without approval of the local sewer authority.

Reporting and Cleanup
The Contractor’s designated person for managing and implementing the SPCC Plan shall report hazardous material spills as follows:

Spills into State water (including ponds, ditches, seasonally dry streams, and wetlands) – Immediately call all of the following:
National Response Center 1-800-424-8802
WA State Div. of Emergency Management (24 hr) 1-800-258-5990
Ecology Central Regional Office 509 575-2490

Spill to Soil (Including encounters of pre-existing contamination):
Ecology Central Regional Office 509 575-2490
Report immediately if threatening to health or environment (i.e., explosive, flammable, toxic vapors, shallow groundwater, nearby creek), otherwise within 90 days

Underground Storage Tank (confirmed release of material)
Ecology Central Regional Office 509 575-2490
Report within 24 hours
1-07.17 Utilities and Similar Facilities
(April 2, 2007)

Section 1-07.17 is supplemented with the following:

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

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 execution of the work for this project. It is anticipated that utility adjustment, relocation, replacement or construction within the project limits will be completed as follows:

Utility relocations are anticipated during construction of these improvements. The Contractor shall not disturb the fiber optic telecommunications cable on the existing Wenas Creek Bridge No. 1 until the new bridge is substantially complete and said fiber has been transferred onto the new structure.

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors, and all utility owners and their contractors prior to beginning onsite work.

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

<table>
<thead>
<tr>
<th>Company</th>
<th>Address</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cascade Natural Gas</td>
<td>701 S. 1st Ave., Yakima, WA 98902</td>
<td>509.457.5905</td>
</tr>
<tr>
<td>Pacific Power &amp; Light Co.</td>
<td>500 N. Keys Rd., Yakima, WA 98901</td>
<td>509.457.8176</td>
</tr>
<tr>
<td>Charter Communications</td>
<td>1005 N. 16th Ave., Yakima, WA 98902</td>
<td>509.728.2662</td>
</tr>
<tr>
<td>AT&amp;T Fiber</td>
<td>4438 Hood Rd., Walla Walla, WA 99362</td>
<td>509.952.0278</td>
</tr>
<tr>
<td>Level 3 Communication</td>
<td>1025 Eldorado Blvd., Broomfield, CO 80021</td>
<td>509.731.0042</td>
</tr>
<tr>
<td>Wapato Irrigation</td>
<td>413 S. Camas Rd., Wapato, WA</td>
<td>509.877.3155</td>
</tr>
</tbody>
</table>

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance
(January 24, 2011 APWA GSP)

1-07.18(1) General Requirements
A. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The Contracting Agency reserves the right to approve or reject the insurance
provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

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

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

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

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

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

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

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

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

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

1-07.18(2) Additional Insured
All insurance policies, with the exception of Professional Liability and Workers Compensation, shall name the following listed entities as additional insured(s):

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers

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

1-07.18(3) Subcontractors
Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting Agency, the Contractor shall provide evidence of such insurance.

1-07.18(4) Evidence of Insurance
The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. The certificate and endorsements must conform to the following requirements:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
3. Any other amendatory endorsements to show the coverage required herein.

1-07.18(5) Coverages and Limits
The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

1-07.18(5)A Commercial General Liability
A policy of Commercial General Liability Insurance, including:

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

Such policy must provide the following minimum limits:

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

Stop Gap / Employers’ Liability
$1,000,000  Each Accident
$1,000,000  Disease - Policy Limit
$1,000,000  Disease - Each Employee

1-07.18(5)B Automobile Liability
Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
endorsement and a CA 9948 endorsement attached if “pollutants” are to be transported. Such
policy(ies) must provide the following minimum limit:
$1,000,000  combined single limit

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

1-07.23 Public Convenience and Safety
(******)

Section 1-07.23 is supplemented with the following:

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

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

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

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

Deviation from the above requirements shall not occur unless the Contractor has requested the
devation in writing and the Engineer has provided written approval.
Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

<table>
<thead>
<tr>
<th>Posted Speed</th>
<th>Distance From Traveled Way (Feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>35 mph or less</td>
<td>10 *</td>
</tr>
<tr>
<td>40 mph</td>
<td>15</td>
</tr>
<tr>
<td>45 to 55 mph</td>
<td>20</td>
</tr>
<tr>
<td>60 mph or greater</td>
<td>30</td>
</tr>
</tbody>
</table>

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

Section 1-08, Prosecution and Progress

Add the following new section:

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

Add the following new section:

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

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

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

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

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.
1-08.4 Prosecution of Work

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

1-08.4 Notice to Proceed and Prosecution of Work

(June 27, 2011 APWA GSP)

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

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

1-08.5 Time for Completion

(******)

Section 1-08.5 is supplemented with the following:

This project shall be physically completed within 15 working days.

1-08.5 Time for Completion

(June 28, 2007 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
elects 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 (Federal-aid Projects)
   b. Material Acceptance Certification Documents
   c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of
      Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Property owner releases per Section 1-07.24

Section 1-09, Measurement and Payment

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

Supplement this section with the following:

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

Section 1-10, Temporary Traffic Control

1-10.2 Traffic Control Management

1-10.2(1) General
(December 1, 2008)

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

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

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
1-10.2(2) Traffic Control Plans

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

The Contract includes a General Traffic Control Plan only. The Contractor is responsible for submitting site specific traffic control plans for each phase of the Contractor’s operation to the Engineer for approval.

A minimum of 10 working days are required for review and approval by the Engineer for each specific traffic control plan. If the traffic control plan is incomplete and more information is required, additional time will be required to review and approve each resubmitted traffic control plan.

No work shall be performed by the Contractor without an approved traffic control plan.

As part of the Yakima County approved site specific Temporary Traffic Control Plan; a Traffic Control Vehicle with flashing amber lights (a.k.a. Pilot Car), shall be utilized to escort public vehicle traffic through the effected work zone area, and subsequent lane closure.

Queues of vehicles shall be allowed to take turns passing through the work zone in the single open lane, following (escorted by) the designated Traffic Control Vehicle (a.k.a Pilot Car). When one-way traffic control is in effect, Contractor vehicles shall not use the open traffic lane except while following the same rules and routes required of the public traffic.

The Contract Unit Price for “Project Temporary Traffic Control” per Lump Sum, shall include full compensation for equipment necessary to complete the work as specified and no further payment shall be made.

1-10.4 Measurement
(August 2, 2004)

1-10.4(2) Item Bids with Lump Sum for Incidents
(******)
Paragraph three of Section 1-10.4(2) is supplemented with the following:

Flaggers and Spotters will be by the hour for each person actually performing the work described in Section 1-10.3(1)A. Portions of an hour will be rounded up to the one half hour.

1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control
(******)

Section 1-10.4(3) is supplemented with the following:

The bid proposal contains the item “Project Temporary Traffic Control,” per lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

Traffic Control Supervisor, Flaggers and Spotters, Construction Signs Class A and Sequential Arrow Sign.

DIVISION 2
EARTHWORK

Section 2-03, Roadway Excavation and Embankment

2-03.3 Construction Requirements

2-03.3(7)C Contractor – Provided Disposal Site
(******)

The provisions of Section 2-03.3(7)C is supplemented with the following:

The Contractor shall provide a disposal site for all materials from the project.

DIVISION 4
BASES

Section 4-04, Ballast and Crushed Surfacing

4-04.3 Construction Requirements
(******)

The following section is added to this section:

4-04.3(12) Gravel Approaches

Where unpaved approaches are shown on the Plans or where encountered in the field, the Contractor shall furnish and install Crushed Surfacing Top Course, as directed by the
Engineer. Crushed Surfacing Top Course shall be placed and compacted at the edge of the new overlay to the limits shown on the plans or as staked in the field. Unless directed otherwise, all approaches shall be constructed at a constant slope.

DIVISION 5

SURFACE TREATMENTS AND PAVEMENTS

Section 5-04, Hot Mix Asphalt

5-04.3(3) Hot Mix Asphalt Pavers

(April 2, 2007)

Section 5-04.3(3) is supplemented with the following:

HMA Paver Segregation

The hot-mix asphalt (HMA) paver shall be equipped with a means of preventing the segregation of the coarse aggregate particles from the remainder of the mix when the mix is carried from the paver hopper back to the paver augers. The means and methods used shall be approved by the paver manufacturer and may consist of chain curtains, deflector plates, or other such devices and any combination of these.

The following specific requirements shall apply to the identified HMA pavers:

1. Blaw-Knox pavers shall be equipped with the Blaw-Knox Materials Management Kit (MMK).

2. Cedarapids pavers shall be those that were manufactured in 1989 or later.

3. Caterpillar pavers shall be equipped with deflector plates as identified in the December 2000 Service Magazine entitled "New Asphalt Deflector Kit {6630, 6631, 6640}".

Prior to the start of using the paver for placing plant mix, the Contractor shall submit for approval a full description in writing of the means and methodologies that will be used to prevent HMA paver segregation. Use of the paver shall not commence prior to receiving approval from the Engineer.

The Contractor shall supply a Certificate of Compliance that verifies that the approved means and methods used to prevent bituminous paver segregation have been implemented on all pavers used on the project.

5-04.3(7) A Mix Design

(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

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

a. Testing by WSDOT in accordance with TM 718.
b. Testing by Contractor in accordance with WSDOT TM 718.
c. Historical aggregate source anti-strip use provided by WDOT.

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

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

a. Submit samples to WSDOT State Materials Lab for WSDOT verification testing in accordance with WSDOT Standard Specifications.
b. The contracting agency will perform tests to verify the mix design in accordance with the Field Verification Testing Process.
c. Reference a mix design that has been previously verified by the Field Verification Testing Process or verified by WSDOT State Materials Lab on a previous project.
d. Perform Field Verification Testing on a sample of HMA provided by the Contractor prior to paving.

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

3. **Field Verification Testing Process.** The Contracting agency will collect three Production Samples of HMA on the first day of paving per AASHTO T 168 sampling procedures.

a. The Contracting agency will test one Production Sample in accordance with section 5-04.3(8)A for field verification per the requirements of Section 9-03.8(7).
b. If the test results from the first Production Sample are within the tolerances of section 9-03.8(7), the mix design will be considered verified and the test results will be used as acceptance sample number one.
c. If the test results from the first Production Sample are outside the tolerances of section 9-03.8(7), the other two samples will be tested and the results of all three tests will be used for acceptance in accordance with Section 5-04.5(1) and will be used in the calculation of the CPF the maximum CPF shall be 1.00.

4. Prior to the first day of paving, six Ignition Furnace Calibration Samples shall be obtained to calibrate the Ignition Furnaces used for acceptance testing of the HMA. Calibration samples
shall be provided by the Contractor when directed by the Engineer. Calibration samples shall be prepared in accordance with WSDOT SOP 728.

5-04.3(8)A Acceptance Sampling and Testing

Section 5-04.3(8) A shall be deleted

5-04.3(8)A1, General
(March 10, 2010 APWA GSP)

Delete these sections and replace them with the following:

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

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. Commercial HMA can be accepted by a contractor certification letter stating the material meets the HMA requirements defined in the contract.

5-04.3(8)A4, Definition of Sampling Lot and Sublot
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

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

For proposal quantities less then 2500 tons sampling and testing for evaluation shall be performed as described in 5-04.3(7)A, item 3, Field Verification Testing Process. The verification sample referenced in item 3b may be used as an acceptance sample, additional testing will be at the discretion of the Engineer. When using a previously verified mix design, testing for volumetric properties may be waived at the engineer’s discretion. At least one acceptance sample is required when using this method of acceptance.

For proposal quantities greater than 2500 tons sampling and testing for evaluation shall be performed as described in 5-04.3(7)A, item 3, Field Verification Testing Process, for the first 2500 tons of mix placed. The verification sample referenced in item 3b may be used as an acceptance sample for the first 2500 tons of mix placed. Additional testing will be at the rate of one sample per 800 tons of mix placed or as directed by the Engineer. When using a previously verified mix design, testing for volumetric properties may be waived at the engineer’s discretion.
5-04.3(8)A5, Test Results
(March 10, 2010 APWA GSP)

Delete this section and replace it with the following:

The Engineer will furnish the Contractor with a copy of the results of all acceptance testing performed in the field at the beginning of the next paving shift. The Engineer will also provide the Composite Pay Factor (CPF) of the completed sublots after three sublots have been produced. The CPF will be provided by the midpoint of the next paving shift after sampling. Sublot sample test results (gradation and asphalt binder content) may be challenged by the Contractor. For HMA mixture accepted by statistical evaluation with a mix design that did not meet the verification tolerances, the test results in the test section including the percent air voids (Va) may be challenged. To challenge test results, the Contractor shall submit a written challenge within 7-calendar days after receipt of the specific test results. A split of the original acceptance sample will be sent for testing to either the Region Materials Laboratory or the State Materials Laboratory as determined by the Project Engineer. The split of the sample with challenged results will not be tested with the same equipment or by the same tester that ran the original acceptance test. The challenge sample will be tested for a complete gradation analysis and for asphalt binder content. The results of the challenge sample will be compared to the original results of the acceptance sample test and evaluated according to the following criteria:

**Deviation**
- U.S. No. 4 sieve and larger Percent passing ±4.0
- U.S. No. 8 sieve Percent passing ±2.0
- U.S. No. 200 sieve Percent passing ±0.4
- Asphalt binder Percent binder content ±0.3
- Va Percent Va ±0.7

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

5-04.3(8)A7 Test Section – HMA Mixtures
(March 10, 2010 APWA GSP)

Delete this section.

5-04.3(9) Spreading and Finishing
(******)

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

Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of HMA Cl. ½" PG 64-28 shall not exceed 0.20 feet at centerline.
5-04.3(9) A Materials Transfer Device
(******)

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

A materials transfer device (MTD) shall be required to deliver the hot mix asphalt from the hauling conveyance to the paving machine.

Material transfer devices may be self-propelled vehicles, pickup machines, or other devices that provide additional mixing and holding capacity of hot mix asphalt. Other than pickup machines, transfer devices shall have a minimum 18 ton holding and mixing capacity either on the paver, the device itself, or a combination of both.

Prior to use, the manufacturer and model number of the transfer equipment shall be submitted to the Engineer for review and approval. All costs to incorporate the MTD into the paving train shall be included in the unit contract prices for the associated bid items.

5-04.3(10) B Control
(******)

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

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

(******)

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

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

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

**FACTORS INVOLVED:**

**Quantity of HMA involved** (from Compaction Control Report)

**Percent compaction** (from Compaction Control Report)

**Pay adjustment factor** (see table below)

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

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

**Unit Contract Price** (from Contract Proposal)

**CALCULATION PROCEDURE:**

Equations:  

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

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

**EXAMPLE:**

\[
Q = 200 \text{ tons}  
\text{Percent compaction} = 90.5  
\text{LAU} = 5.0\%  
\text{UCP} = \$25.00/\text{ton}  
\text{PLA} = \$200.00/\text{ton f.o.b. job site}  
\text{PAF} = 0.05
\]
RLAU = LAU/100  
   = 5.0/100  
RLAU = 0.05 ton/ton  
VLA = PLA x RLAU  
   = $200.00/ton x 0.05 ton/ton  
VLA = $10.00/ton  

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

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

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

**PAY ADJUSTMENT FACTOR**  

<table>
<thead>
<tr>
<th>% RICE</th>
<th>FACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>91.0 AND ABOVE</td>
<td>0.00</td>
</tr>
<tr>
<td>90.0 - 90.9</td>
<td>0.05</td>
</tr>
<tr>
<td>89.0 - 89.9</td>
<td>0.10</td>
</tr>
<tr>
<td>88.0 - 88.9</td>
<td>0.20</td>
</tr>
<tr>
<td>BELOW 88.0</td>
<td>0.50 (IF ACCEPTED)</td>
</tr>
</tbody>
</table>

5-04.3(15) HMA Road Approaches  
(******)  

Section 5-04.3(15) is supplemented with the following:  

Road approaches and driveway grades shall be constructed to provide a smooth transition to the new roadway. The Contractor may “extend” screed to provide the desired transitioning as approved by the Engineer.  

5-04.5(1) Quality Assurance Price Adjustments  
Section 5-04.5(1) shall be deleted.  

5-04.5(1)A Price Adjustment For Quality of HMA  
Section 5-04.5(1)A shall be deleted.  

5-04.5(1)B Price Adjustments for Quality of HMA Compaction  
Section 5-04.5(1)B shall be deleted.  

C 3471, Yakima Valley Highway Overlay
DIVISION 8
MISCELLANEOUS CONSTRUCTION

Section 8-13, Monument Cases

8-13.1 Description

(******)

Section 8-13.1 is replaced with the following:

This work consists of placing monument cases and covers, including pavement repair, in accordance with the Standard Plans and these Specifications, in conformity with the lines and locations shown in the Plans or as staked. Monument cases and covers will be furnished to the Contractor by the County.

8-13.4 Measurement

(******)

Section 8-13.4 is replaced with the following:

Measurement of monument case and cover will be by the unit for each monument case and cover set.

8-13.5 Payment

(******)

Section 8-13.5 is replaced with the following:

Payment will be made in accordance with Section 1-04.1, for the following Bid item when included in the Proposal:

“Monument Case and Cover (County Furnished)”, per Each.

Section 8-22, Pavement Markings

(******)

Section 8-22.1 is supplemented with the following:

Longitudinal Line Markings shall be applied with a highway striper truck whenever possible. Any other method shall be approved by the Engineer two weeks prior to the use of the proposed application.

Section 8-22.3(1) is deleted and replaced with the following:

(******)
The Engineer will provide spotting of the lines to be marked. Spotting shall be provided at a spacing of 100 feet maximum on tangents and 25 feet maximum on curves. The color of all spotting will be white.

DIVISION 9
MATERIALS

Section 9-03, Aggregates

9-03.8(2) HMA Test Requirements
(March 10, 2010 APWA GSP)

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

ESAL's
The number of ESAL's for the design and acceptance of the HMA shall be *** $1$$ *** million.

9-03.8(3)C Gradation – Recycled Asphalt Pavement and Mineral Aggregate
(*****)

The first sentence of the second paragraph of Section 9-03.8(3)C is revised as follows:

Reference to Section 9-03.8(6)A in the first sentence of the second paragraph of Section 9-03.8(3)C shall be deleted.

9-03.8(6)A Basis of Acceptance
(*****)

Section 9-03.8(6)A is deleted.

9-03.8(7) HMA Tolerances and Adjustments
(March 10, 2010 APWA GSP)

Delete Item 1 and replace it with the following:

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

<table>
<thead>
<tr>
<th>Aggregate, percent passing</th>
<th>Nonstatistical Evaluation</th>
<th>Commercial Evaluation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&quot;, ¾&quot;, ½&quot;, and 3/8&quot; sieves</td>
<td>±6%</td>
<td>±8%</td>
</tr>
<tr>
<td>U.S. No. 4 sieve</td>
<td>±6%</td>
<td>±8%</td>
</tr>
<tr>
<td>U.S. No. 8 sieve</td>
<td>±6%</td>
<td>±8%</td>
</tr>
<tr>
<td>U.S. No. 200 sieve</td>
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These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

Section 9-28, Signing Materials and Fabrication

9-28.8 Sheet Aluminum Signs
(******)

The second paragraph of Section 9-28.8 is supplemented with the following:

Sheet thickness over 36 inches shall be 0.125 inch.

Section 9-34, Pavement Marking Material

9-34.2(3) Low VOC Waterborne Paint
(******)

Section 9-34.2(3) is supplemented with the following:

Pavement marking materials shall be Low VOC Solvent Based Paint or Low VOC Waterborne Paint.
Prevailing Wage Rates
For Applicable Prevailing Wage Rates please download or print from the Washington State Department of Labor & Industries web site link on the Bid Date as stated below:

http://www.Ini.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp
Standard Plans
CROSS SECTION VIEW

NOTES:
1) MACHINE BEARING FACES OF CASE AND COVER TO INSURE POSITIVE FIT.
2) CASTING SHALL BE GRAY IRON AASHTO M-105, CLASS 30.

MONUMENT CASE AND COVER

S-10

STANDARD PLAN

YAKIMA COUNTY
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 11-036, effective August 6, 2012 is made a part of this contract.

The Standard Plans are revised as follows:

- **B-10.20 and B10.40**
  Substitute "step" in lieu of "handhold" on plan

- **C-5**
  Deleted

- **C-13**
  Deleted

- **C-13a**
  Deleted

- **C-13b**
  Deleted

- **C-13c**
  Deleted

- **C-14a**
  Deleted

- **C-14b**
  Deleted

- **C-14c**
  Deleted

- **C-14d**
  Deleted

- **C-14e**
  Deleted

- **C-15a**
  Deleted

- **C-15b**
  Deleted

- **C-28.40**
  Deleted
C-70.10-00
Elevation, and Barrier Connection Detail, callout for pre-molded joint filler, revise \( \frac{1}{4} \)" to 3/8". 
Note 1, revise \( \frac{1}{4} \)" to 3/8". 
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "Optional 
Substitutions to Welded Wire Reinforcements shall conform to Standard Specification 
Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, 
for Concrete may be substituted for reinforcing steel in accordance with Standard 
Specification 6-10.3."

C-75.10-00
Elevation, callout for premolded joint filler, revise \( \frac{1}{4} \)" to 3/8", Note 1, revise \( \frac{1}{4} \)" to 3/8". 
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "Optional 
Substitutions to Welded Wire Reinforcements shall conform to Standard Specification 
Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, 
for Concrete may be substituted for reinforcing steel in accordance with Standard 
Specification 6-10.3."

C-75.20-00
Elevation, callout for premolded joint filler, revise \( \frac{1}{4} \)" to 3/8", Note 1, revise \( \frac{1}{4} \)" to 3/8". 
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "Optional 
Substitutions to Welded Wire Reinforcements shall conform to Standard Specification 
Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, 
for Concrete may be substituted for reinforcing steel in accordance with Standard 
Specification 6-10.3."

C-75.30-00
Elevation, and Plan views, callout for premolded joint filler, revise \( \frac{1}{4} \)" to 3/8", Note 1, 
revise \( \frac{1}{4} \)" to 3/8". 
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "Optional 
Substitutions to Welded Wire Reinforcements shall conform to Standard Specification 
Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, 
for Concrete may be substituted for reinforcing steel in accordance with Standard 
Specification 6-10.3."

C-80.10-00
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "Optional 
Substitutions to Welded Wire Reinforcements shall conform to Standard Specification 
Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, 
for Concrete may be substituted for reinforcing steel in accordance with Standard 
Specification 6-10.3."

C-80.20-00
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "Optional 
Substitutions to Welded Wire Reinforcements shall conform to Standard Specification 
Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, 
for Concrete may be substituted for reinforcing steel in accordance with Standard 
Specification 6-10.3."

C-80.30-00
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "Optional
Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-80 40-00
The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

D-3
Deleted

D-3.10
Key Note 7, reference to 1130.04(5).06 is revised to 730.05(5)

J-1f
Deleted

J-3b
Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, "SEE STANDARD PLAN J-6C..." is revised to read: "SEE STANDARD PLAN J-10.10..."

J-7c
Deleted

J-12
Deleted

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

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

J-50.16
Deleted

J-75.40
Monotube Sign Structure, elevation, callout – EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC. MINIMUM SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ SIZE PER NEC minimum size # 4 AWG

Detail C, callout – EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8
Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG
J-75.45

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

Is revised to read:

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

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

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR,
SIZE PER NEC minimum size # 4 AWG

K-80.30

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

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

A-10.10-00........8/7/07 A-30.35-00......10/12/07 A-50.20-01........9/22/09
A-10.20-00......10/5/07 A-40.00-00......8/11/09 A-50.30-00......11/17/08
A-10.30-00......10/5/07 A-40.10-02......6/2/11 A-50.40-00......11/17/08
A-20.10-00......8/31/07 A-40.15-00......8/11/09 A-60.10-01......10/14/09
A-30.10-00......11/8/07 A-40.20-01......2/7/12 A-60.20-02......6/2/11
A-30.15-00......11/8/07 A-40.50-01......6/2/11 A-60.30-00......11/8/07
A-30.30-01......6/16/11 A-50.10-00......11/17/08 A-60.40-00......8/31/07

B-5.20-01........6/16/11 B-30.50-01......4/26/12 B-75.20-01........6/10/08
B-5.40-01........6/16/11 B-30.70-03......4/26/12 B-75.50-01......6/10/08
B-5.60-01........6/16/11 B-30.80-00......6/8/06 B-75.60-00......6/8/06
B-10.20-01......2/7/12 B-30.90-01......9/20/07 B-80.20-00......6/8/06
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B-10.60-00......6/8/06 B-35.40-00......6/8/06 B-82.20-00......6/1/06
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B-20.60-03......3/15/12 B-55.20-00......6/1/06 B-90.10-00......6/8/06
B-25.20-01......3/15/12 B-60.20-00......6/8/06 B-90.20-00......6/8/06
B-25.60-00......6/1/06 B-60.40-00......6/1/06 B-90.30-00......6/8/06
B-30.10-01......4/26/12 B-65.20-01......4/26/12 B-90.40-00......6/8/06
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B-30.30-01......4/26/12 B-70.20-00......6/1/06 B-95.20-01......2/3/09
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Improvement Plans
Paving Limits

Note: Traffic Signal Loops to be Replaced by Others (4 Locations)
### Overlay Areas

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### Legend

- 🗼 Iron Cased Monument
- 🇮 Signal Loop Location
- 🛍 Water Valve
- 🛠 Sewer Cleanout/Manhole

### Iron Monuments

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*TRAFFIC ARROW DETAIL*

NTS

*NOTE: Arrow symbols to be painted using Yakima County supplied templates, available at Yakima County Roads Maintenance Shop 1216 5th ST, Yakima, WA, 98901. Contact Craig Blankenship, Tel. 509-574-2396.*
## GENERAL TRAFFIC CONTROL SIGN SPECIFICATIONS

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### Notes:
1. MUTCD (Manual on Uniform Traffic Control Devices).
2. For structure and mounting details, see standard plans for road and bridge construction, series 6.
3. For code references and standard sign layout details, see standard highway signs manual.
4. All signs, posts, and any other traffic control devices shall be supplied, erected, and maintained by the contractor.
5. The posts shall not protrude above the signs.

- **NOTE:** Post lengths shown are approximate. Final values shall be determined in the field by the contractor.

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**YAKIMA VALLEY HIGHWAY OVERLAY PROJECT FROM SR-241 TO STOVER ROAD**

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**COUNTY ENGINEER DATE:** AUG. 29, 2012

**PROJECT ENGINEER:** K. SCHROEDER

**DRAWN: J. M. THOMAS**

**CHECKED BY:** J. AMERMATH

**GENERAL TRAFFIC CONTROL SPECIFICATIONS**