

Tuesday, September 9, 2025
City Council Meeting - Hybrid (In-Person & Electronic)

7:00 PM

#2167 Regular City Council Meeting - Hybrid (In-Person & Electronic)

Agenda: <https://go.boarddocs.com/wa/cocp/Board.nsf/goto?open&id=DKGL6T54CFED>

In-Person at College Place City Hall, 625 S College Avenue, College Place Washington

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured

Zoom Attendee Link: <https://us06web.zoom.us/j/84215683936>

Or you may call this number to listen: 1-669-900-9128 ID#84215683936

Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	1.02 Roll Call
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Norma L. Hernández

E. David Lopez,

Michael Cleveland,

Tito Espinoza Jr.,

Council Members Loren Peterson,
Melodie Williams,
Heather Schermann,
Monica Boyle

City Attorney, Eric Ferguson;
City Prosecutor, Michael Rio;
Finance Director, Brian Carleton;
Public Works Director, Robert McAndrews;

Staff Police Chief, Troy Tomaras;
Fire Chief, David Winter;
Community Development Director, Jon Rickard;
HR Manager, Shawn Doering;
City Clerk, Maryelizabeth Garcia

Subject :	1.03 Pledge of Allegiance
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

"I pledge allegianceto the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Subject :	1.04 Public Comment -
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	1. Opening Items.
Access :	Public
Type :	Information

Public Content

Council meetings are primarily structured to permit Council Membersto arrive at the decisions necessary to govern the City.

Meeting Protocol for Public Comment:

When submitting public comments, include the following information regardless of the manner you are using: (Note that there are deadlines for writtencomments to be included in the meeting documents.)

- Your Name
- Your Address

WrittenPublic comments may be provided by submitting comment to Clerk@cpwa.usno later than 4:30 PMon the meeting date to be included in the record.(If typewritten, no less than 11 pt font).

VerbalPublic Comments may be made during the meeting:

- In-person at the meeting location - provided at the beginning of each agenda.

Telephone and Virtual Comments:

Any member of the public who desires to make a public comment at the City Council meeting by telephone or remote access shall provide at least 24 hours notice (excluding weekends and holidays) prior to the start of the meeting at which the member of the public wants to make a comment, notify the City Clerk or designee in writing or by direct verbal communication of their desire to make a comment. Those notice shall include the member's first and last name, address or place of residence, and the topic or topics the comment will touch upon.

- Telephone comment - Call1-669-900-9128, entering the meeting ID (provided at beginning of agenda) and raise your hand (*9 to raise hand, *6 to mute/un-mute) when comments are requested.
- Virtual comment -Join using theZoom Attendee link (provided at beginning of agenda) and raise your hand when comments are requested.

Once recognized, you will have five minutes to speak on any subject that is under the control of the Council.

File Attachments

[50-Guidelines-for-Public-Comment.pdf \(151 KB\)](#)

2. Consent Agenda.

Subject :	2.01 AB 25219 - Approve Agenda for September 9, 2025.
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the agenda for 09/09 /2025.

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	2.02 AB 25220 - Approve Council Minutes from August 26, 2025.
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Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Recommended Action :	Motion to approve Council Meeting Minutes from 08/26 /2025.
Minutes :	View Minutes for Aug 26, 2025 - City Council Meeting - Hybrid (In-Person & Electro

File Attachments

[8-26-2025 Council Meeting Minutes.pdf \(765 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	2.03 AB 25221 - Approve Council Workshop Minutes from September 2, 2025.
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Recommended Action :	Motion to approve Council Workshop Minutes from 09 /02/2025.
Minutes :	View Minutes for Sep 2, 2025 - City Council Workshop - Hybrid (In-Person & Electr

File Attachments

[9-2-2025 Council Workshop Minutes.pdf \(698 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject :	2.04 AB 25227 - Excusing the absence of Council
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Member Boyle.

Meeting : Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)

Category : 2. Consent Agenda.

Access : Public

Type : Action (Consent)

Recommended Action : Motion to excuse the absence of Council Member Boyle.

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject : 2.05 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Meeting : Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)

Category : 2. Consent Agenda.

Access : Public

Type : Action (Consent)

Recommended Action : Motion to approve the consent agenda

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

Subject : 2.04 AB 26XXX - Cancellation of November 3, 2026 Workshop in observance of elections

Meeting : Sep 9, 2025 - City Council Meeting - Hybrid (In-Person

	& Electronic)
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent), Minutes
Recommended Action :	Motion to approve Council Workshop Minutes from January 6, 2026

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.

3. Presentations - None.

4. Public Hearings - None.

5. Action Items.

Subject :	5.01 AB 25222 - Updated 2025 Internal & External Committee Assignments - Ms. Garcia
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Jan 26, 2021
Fiscal Impact :	No
Recommended Action :	Motion to approve the updated 2025 internal and external committee assignments.

Public Content

Historical Perspective

Each year, the Mayor appoints Council Members and Staff to serve on internal and external Boards and Commissions, representing the City.

Information for Consideration

Council Position #1 was vacated by Council Member Paul Jessup effective July 29, 2025. Mr. E. David Lopez applied and was appointed to serve in Council Position #1 for the remainder of the term expiring December 31, 2025. Staff changes and further commission expirations have occurred since these assignments were made in January, creating the need to update them.

Updates include:

- Council Member Lopez took the spot of Council Member Jessup on the Public Works Committee, Public Safety Committee, and Finance Committee.
- Mayor Hernández replaced former City Administrator Mike Rizzitiello on the BMAC Board, MPO Board, and left the Valley Transit Board.
- Council Member Williams joined the Valley Transit Board in Mayor Hernández' place.
- Commission Member Edward Kontz passed away, creating a vacancy in Historic Preservation Commission Position #4.
- Former City Attorney Culwell's resignation created a vacancy on the Public Safety Committee.
- Two out of six Youth Advisory Commission Members wish to reinstate their appointment when the Commission begins to meet again in October (appointments expire every school year).

File Attachments

[Updated 2025 Council Committee Assignments.pdf \(62 KB\)](#)

Subject :	5.02 AB 25223 - 2025 Fees Resolution Update - Ms. Garcia
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Recommended Action :	Make a motion to approve Resolution 25-051 Updating Police Department Fees of the College Place Municipal Code

Public Content

Historical Perspective:

Washington state Constitution and state law allows cities to establish local codes to charge for City provided services and to assess fines and fees for prohibited acts. The City has numerous local code provisions setting such costs, fines and fees at the discretion of City Council pursuant to an adopted fees schedule. The City has a current fees schedule.

Information for Consideration:

The current fees schedule needs updating to accurately and efficiently communicate the fees associated with the Police Department as indicated in the red-lined version of the copy of the current Fees Schedule and as follows:

- Section 8 M: Removal of M. Leaf Collection. (Duplicated. Listed under Section 8. A)
- Section 9 A.8: Removal of impound fees by violation to a reimbursement + 20%.
- Section 9 A.9-14: Removal of Civil Infraction and replaced with a dollar amount. "Civil Infraction 1, 2, or 3" were never assigned a fee. For simplification, adding fees here instead.
- Section 9 D.4: Moved Rental Housing License under Code Enforcement.
- Section 9 L: Removal of timelines for Special Events Application Fees.

File Attachments

[Resolution No 24-083 - 2025 Fees Resolution.pdf \(342 KB\)](#)

[Resolution No 25-XXX - 2025 Fees Resolution - Redlined PD Changes.pdf \(956 KB\)](#)

[Resolution No 25-051 - 2025 Fees Resolution Update.pdf \(407 KB\)](#)

Subject :	5.03 AB 25224 - Rose Street Pedestrian Lighting Project - Mr. Holden
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Sep 09, 2025
Absolute Date :	Sep 09, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$404,603.21
Budgeted :	Yes
Budget Source :	Transportation Improvement Board
Recommended Action :	Motion to approve the award of contract to Moreno and Castillo Construction in the amount of \$404,603.21 with a 25% contingency for a total contract amount of \$505,754.00, and authorize the Public Works Director or designee to sign notice of intent to award and all project contract documents, and approve any additional work within the 25% contingency.

Public Content

Historical Perspective:

Apex previously known as PBS designed this project as an alternate bid item under the Damson-Rose Street Project from 2024, but the bids received by the city exceeded the TIB funding available at that time. The decision was made to delay the project and pursue a new funding agreement with TIB for 2025. Additional lights on the North side of Rose St. between Lambert and Carey Court were added to the scope of the original design. TIB approved the new project at a total grant of \$1,825,692 with 10% city match. We saved substantial costs as a result of acquiring utility easements as opposed to purchasing right of way. The current budget for the entire project is under a million dollars. We are going to contact TIB to see if the balance of the funds can be used for additional lighting.

Information for Consideration:

This project consisted of acquiring a utility easement along Rose Street between Lambert and Carey Court. The city procured the electrical junction boxes and the ornamental pedestrian lights. This project consists of adding additional lights and junction boxes from NE Ash Street to Carey Court on the south side of Rose Street, as well as lights being added to the north side of Rose Street from Lambert to Carey Court. The project will enhance this portion of the Rose Street corridor and provide a safe passage for pedestrians using the walking path.

There were three bidders on the project. The three bids and the engineers estimate are (lowest to highest):

Moreno & Castillo Construction - \$404,603.21

Jones Concrete & Excavation - \$624,110.18

ESF Solutions, LLC - \$624,627.69

Engineers Estimate - \$1,038,000.00

The Moreno & Castillo Construction bid is 61% (\$633,396.79) below the engineers estimate, and was selected as the winning bid.

File Attachments

[2025-08-28-RoseStPedestrianLighting-RecommendationOfAward-Apex.pdf \(265 KB\)](#)
[15-LocalAgencyContract_RSPL \(002\).pdf \(166 KB\)](#)
[RSPL_BidPackage_Updated.pdf \(17,267 KB\)](#)

Subject :	5.04 AB 25225 - Procurement of Professional Services for W. Whitman Multi Use Path Project - Mr. Holden
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Sep 09, 2025
Absolute Date :	Sep 09, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$452,607.00
Budgeted :	Yes
Budget Source :	MPO grant for \$310,000, balance from Transportation Benefit District Fund.
Recommended Action :	Motion to award the professional services contract for West Whitman multi use path project to D.E.A. (David Evans and Associates) in the amount of \$452,607.00 which consists of engineering and right of way acquisition, and authorize the public works director or designee to sign contract documents.

Public Content

Historical Perspective:

When the city completed the West Whitman corridor project, we were not able to complete the 10ft multi use path between Academy Dr. and SW Davis at that time. This one block will complete the multi-use path which goes from Last Chance Road to Myra Road.

Information for Consideration:

The City put out an RFQ for this project and received four (4) proposals. David Evans & Associates (DEA) was chosen based on their understanding of the project, their approach to the project, the personnel assigned to the project, their qualifications and experience on similar projects, and the quality of their proposal. Finishing up this one large block, which has no sidewalk, will help provide a safe passage for pedestrians and bicyclist as well as a safe route to school for the WWVA and Roger's School.

File Attachments

[MPO_AwardLetter.pdf \(616 KB\)](#)
[City of College Place W Whitman Drive Multiuse Pathway_DEA Hours_v.2.pdf \(112 KB\)](#)
[DEA Contract - W Whitman Dr Multituse Pathway.pdf \(2,066 KB\)](#)

Subject :	5.05 AB 25226 - New Axon Contract for Police Bodycams and Tasers- Mr. Carleton/Chief Tomaras
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Sep 09, 2025
Absolute Date :	Sep 09, 2025
Fiscal Impact :	Yes
Dollar Amount :	\$341,805.00
Budgeted :	Yes
Budget Source :	Fund 012 - Technology Reserve Fund
Recommended Action :	Motion to approve the 5 year contract renewal with Axon for lease of police body cams and tasers, and authorize the finance director to sign the contract.

Public Content

Historical Perspective:

The city entered into a lease contract with Axon in 2020 for body cams and tasers for the police department. The contract at the time was for a total of \$202,354 over the lease term. The body cams and tasers have become an integral part of the police eco-system and has provided officers the tools they need in the public safety environment. Axon is the industry leader for body cams and tasers and we wish to continue using their products and services. The current contract expires at the end of 2025 and the new contract includes updated cameras and tasers and associated software and services.

The new contract is for a 5 year term and the total of the commitment is \$341,804.84, or \$68,361 per year. The total has increased since 2020 due to inflation and general cost

increases, as well as adding four (4) additional officers since that time. The quote is valid until the end of September 2025, and the first payment will be in January 2026.

The yearly amounts will be included in the 2026 - 2030 IT plan.

Information for Consideration:

File Attachments

[FINAL - Axon-College Place PD \(WA\).pdf \(133 KB\)](#)

6. Administrative Reports - None.

7. Informational Reports - None.

8. Executive Session - None.

9. Closing Items.

Subject :	9.01 Good of the Order?
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	9. Closing Items.
Access :	Public
Type :	Discussion, Information
Subject :	9.02 Conclusion - Motion to Conclude the Meeting.
Meeting :	Sep 9, 2025 - City Council Meeting - Hybrid (In-Person & Electronic)
Category :	9. Closing Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to conclude the meeting

City Council Meeting - Hybrid (In-Person & Electronic) (Tuesday, August 26, 2025)*Generated by Maryelizabeth Garcia on Monday, August 11, 2025***1. Opening Items.**Procedural: 1.01 Call To Order**Mayor Hernández called the meeting to order at 7:01PM.**Procedural: 1.02 Roll Call

PRESENT:

Mayor - Norma L. Hernández

Council Members – Michael Cleveland; Loren Peterson; Melodie Williams; Heather Schermann; Monica Boyle

Staff- City Attorney, Eric Ferguson; Community Development Director, Jon Rickard; Senior Planner, Michael Maret; Finance Director, Brian Carleton; HR Manager, Shawn Doering; City Clerk, Maryelizabeth E. Garcia; Police Chief, Troy Tomaras; Prosecuting Attorney, Michael Rio;

Also Present - Spencer Montgomer, J-U-B Engineers; E. David Lopez, Council Candidate; John Haid; Council Candidate; Jordan Green, Council Candidate;

MEMBERS EXCUSED: Tito Espinoza;

MEMBERS ABSENT:

Procedural: 1.03 Pledge of AllegianceInformation: 1.04 Public Comment - Written Public Comment was received regarding concerns for the pond at Lions Park as well as alleged code enforcement violations, which was distributed to Council Members as required by RCW 42.30.240.**2. Consent Agenda.**Action (Consent): 2.01 AB 25198 - Approve Agenda for August 26, 2025.Action (Consent), Minutes: 2.02 AB 25199 - Approve Council Minutes from July 22, 2025Action (Consent), Minutes: 2.03 AB 25200 - Approve Council Workshop Minutes from August 5, 2025Action (Consent): 2.04 AB 25201- Surplus Equipment - Chief WinterAction (Consent): 2.05 AB 25218 - Excusing the Absence of Council Member EspinozaAction (Consent): 2.06 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.**Council Member Schermann made a motion to approve the Consent Agenda. Second by Council Member Boyle and the motion passed 5-0.****3. Public Hearings - None.**Procedural: 4.01 Procedure for Public Testimony**4. Presentations.**Information: 3.01 AB 25203 - 2025 Calendar Update - Ms. Garcia

Ms. Garcia announced changes to the 2025 Calendar to include both EDTEC and Historic Preservation Commission meetings taking place quarterly instead of monthly, and the transfer of the Artful Celebration event to the CoWalla Creative District group. Ms. Garcia also noted a tentatively scheduled Special Meeting on September 22 at 7PM to evaluate the qualifications of City Administrator Applicants.

Information: 3.03 AB 25204 - Interview Process - Mayor Hernández

Mayor Hernández discussed the logistics of the interview process and asked each candidate to confirm that they have the ability to attend two regular meetings and one workshop each month, pursuant to RCW 42.30.110.

5. Candidate Interviews.

Information: 5.01 AB 25205 - Random Draw Order of Interviews - Ms. Garcia

Ms. Garcia announced the order of interviews as selected by HR Director Doering prior to the meeting: Jordan Green, John Haid, then E. David Lopez. HR Director Doering escorted Mr. Haid and Mr. Lopez outside Council Chambers.

Discussion, Information: 5.02 AB 25206 - Candidate Interview #1 (Est. 7:10 - 7:30)

Mayor Hernández welcomed Jordan Green and explained that he may remain in the meeting at the conclusion of his/her interview. Mayor Hernández then turned the floor over to Council Member Cleveland for the questions. Mr. Green answered the questions and then was given three minutes to provide any additional information he would like the panel to know.

Discussion, Information: 5.03 AB 25207 - Candidate Interview #2 (Est. 7:30 - 7:50)

Mayor Hernández welcomed John Haid and explained that he may remain in the meeting at the conclusion of his/her interview. Mayor Hernández then turned the floor over to Council Member Cleveland for the questions. Mr. Haid answered the questions and then was given three minutes to provide any additional information he would like the panel to know.

Discussion, Information: 5.04 AB 25208 - Candidate Interview #3 (Est. 7:50 - 8:10)

Mayor Hernández welcomed E. David Lopez and explained that he may remain in the meeting at the conclusion of his/her interview. Mayor Hernández then turned the floor over to Council Member Cleveland for the questions. Mr. Lopez answered the questions and then was given three minutes to provide any additional information he would like the panel to know.

6. Executive Session.

Discussion, Information: 6.01 AB 25209 - Adjourn to Executive Session per RCW 42.30.110(1)(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public.

Mayor Hernández announced the Council would adjourn to a 20-minute Executive Session at 8:02 PM with the following people in attendance:

Mayor	Norma L. Hernández
Council Members	Michael Cleveland; Tito Espinoza; Loren Peterson; Melodie Williams; Heather Schermann; Monica Boyle
City Attorney	Eric Ferguson
Staff	Community Development Director, Jon Rickard; City Clerk, Maryelizabeth E. Garcia; Finance Director, Brian Carleton; HR Manager, Shawn Doering;

At 8:22 PM, Clerk Garcia announced a 5-minute extension to the Executive Session.

At 8:27 PM, HR Director Doering retrieved the Candidates who returned to Council Chambers.

At 8:30 PM, Mayor Hernández reconvened the public meeting.

7. Action Items.

Action: 7.01 AB 25210 - Council Position #1 Appointment - Mayor Hernández

Mayor Hernández opened the floor to nominations for appointment to Council Position #1 from members of the Council.

Council Member Cleveland made a motion to appoint E. David Lopez to Council Position 1 with term expiring on December 31, 2025. Second by Council Member Williams and the motion passed 5-0.

Clerk Garcia administered the Oath of Office to Mr. Lopez. Council Member Lopez took his seat in Council Chambers and participated in the meeting henceforth as City Council Member Position #1.

Action: 7.02 AB 25211 - Adopt 2025 City of College Place Comprehensive Safety Action Plan - Mr. Spencer Montgomery (JUB).

Mr. Montgomery reviewed with Council the final iteration of the Comprehensive Road Safety Action Plan. Mr. Montgomery stated that, since it was first presented at the Council Workshop on August 5, 2025, the Utilities & Transportation Advisory Commission requested only one change, which was to include the sentence, "As new data is obtained, the City may update priorities accordingly."

Discussion ensued.

Council Member Williams made a motion to adopt Resolution No. 25-049 which adopts the 2025 City of College Place Roadway Safety Action Plan. Second by Council Member Schermann and the motion passed 6-0.

Action: 7.03 AB 25212 - Contract Amendment for City Prosecutor Services: Rio Foltz PLLC - Mr. Carleton

Mr. Carleton informed the Council that City Prosecutor Michael Rio has been prosecuting more College Place cases than previous attorneys, and the City has been given two additional days for prosecution on the docket. This has resulted in the need for a new 3-year contract with Rio Foltz.

Discussion ensued.

Council Member Schermann made a motion to adopt Resolution No. 25-050 which amends the City Prosecutor Contract with Rio Foltz LLC and authorizes the Mayor to sign the agreement. Second by Council Member Peterson and the motion passed 6-0.

Action: 7.04 AB 25213 - Annexation - Handely Daniel Lynn Trust - 325 NE Della Ave - Mr. Rickard & Mr. Maret

Mr. Rickard discussed with Council a property within city limits, located at 325 NE Della Avenue, which has requested to be annexed into the City and will be zoned as Single Family Residential.

Council Member Williams made a motion to accept the geographic location of the proposed annexation as described in the annexation legal description of parcel 35-07-25-54-0008; require the simultaneous adoption of zoning regulations; require the assumptions of all City indebtedness by the area to be annexed; and set a Public Hearing date of September 23, 2025 for the annexation of 325 NE Della Avenue. Second by Council Member Boyle and the motion passed 6-0.

Action: 7.05 AB 25214 - De-Annexation - Blue Mountain Resources LLC, 329 SW 12th St - Mr. Rickard & Mr. Maret

Mr. Rickard informed the Council that Blue Mountain Land Trust/Blue Mountain Resources LLC has acquired the property at 329 SW 12th Street which currently has a zoning of Single Family Residential. Mr. Rickard stated that the property has a long term lease with Hayshaker Farms who has experienced pressure to develop the land but wishes to preserve its agricultural use by being de-annexed from the City. Zoning and indebtedness will be taken on by Walla Walla County. Mr. Rickard stated this effort will preserve re-allocation of the Urban Growth Boundary for other property with development potential.

Discussion ensued.

Council Member Boyle made a motion to set a Public Hearing date of September 23, 2025 for the de-annexation of 328 SW 12th Street. Second by Council Member Schermann and the motion passed 6-0.

Action: 7.06 AB 25215 - Amendment for Consultant Services for Mojonner Road Reconstruction Project - Mr. McAndrews

Mr. McAndrews informed the Council that the City contract with PBS has been acquired by APEX; updates and tweaks to the project have resulted in additional costs, requiring an amendment to the contract.

Council Member Williams made a motion to authorize the Public Works Director or designee to approve and sign Washington State Department of Transportation Supplemental Agreement Number 05 increasing Apex design costs by \$49,258.00, bringing the total design costs to \$861,923.63. Second by Council Member Lopez and the motion passed 6-0.

Action: 7.07 AB 25216 - Condemnation Ordinance - Mr. Ferguson

Mr. Ferguson reviewed with Council the reason for and process of condemnation and eminent domain proceedings. Mr. Ferguson described City efforts to create a public road on private property for public use, which has been successful with all other property owners besides one for now. Mr. Ferguson explained that the Ordinance declares Public Use and Necessity and allows the condemnation proceedings to move forward with immediate possession and use.

Discussion ensued.

Council Member Peterson made a motion to adopt Ordinance No. 25-006 declaring public use and necessity regarding the use of eminent domain proceedings related to the Mojonier Road Improvement Project, authorizing condemnation, and providing for an immediate effective date. Second by Council Member Boyle and the motion passed 6-0.

8. Administrative Reports.Information: 8.01 AB 25217 - Certified Local Government Grant Application - Mr. Maret

Mr. Maret reported a Certified Local Government Grant Application was submitted in partnership with Walla Walla University to pursue the designation of WWU as a National Historic District. Mr. Maret informed the Council that efforts to prepare the nomination packet will begin once funding is secured.

Discussion ensued.

9. Informational Reports.Information: 9.01 CPPD Monthly ReportInformation: 9.02 Com Dev Monthly Report**10. Closing Items.**Discussion, Information: 10.01 Good of the Order?

Mayor Hernández discussed her membership on the Valley Transit Board, which is statutorily required to have two Council Members from college Place on its board of directors. Mayor Hernández is now serving on 11 boards and chairing 3 of them, creating a time commitment and capacity problem for the Mayor, and requiring her to step down. Council Member Williams agreed to take Mayor Hernández' place on the Board.

Action: 10.02 Conclusion - Motion to Conclude the Meeting.

Council Member Williams made a motion to conclude the meeting at 9:36. Second by Council Member Boyle and, with no objection, the meeting adjourned.

Approved:

Norma L. Hernández – Mayor

Attest:

Maryelizabeth E. Garcia - City Clerk

The foregoing minutes are the official record of the City Council Meeting that occurred August 26, 2025. Further detail may be obtained by reviewing the actual audio recording made during this session.

City Council Workshop - Hybrid (In-Person & Electronic) (Tuesday, September 2, 2025)

Generated by Maryelizabeth Garcia on Thursday, August 28, 2025

1. Opening Items.

Procedural: 1.01 Call To Order

Mayor Hernández called the workshop to order at 5:31 PM.

Procedural: 1.02 Roll Call

PRESENT:

Chair - Mayor, Norma L. Hernández

Council Members - David Lopez; Michael Cleveland; Tito Espinoza Jr.; Loren Peterson; Melodie Williams; Heather Schermann; Monica Boyle

Staff - Robert McAndrews, Public Works Director; Scott Mihalik, Assistant City Attorney; Maryelizabeth E. Garcia, City Clerk;

Also Present - Stanley Green, Resident

MEMBERS EXCUSED:

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance

Information: 1.04 Public Comment - Additional Written Public Comments were received regarding concerns for the pond at Lions Park as well as alleged code enforcement violations, which was distributed to Council Members as required by RCW 42.30.240. Mr. Stanley Green appeared in-person to express distress at climate-related changes to the landscape in the City.

2. Workshop Topics.

Information: 2.01 BoardDocs Training - Ms. Garcia & Mr. Anthes

Ms. Garcia and Mr. Anthes provided basic training on logging in to BoardDocs and accessing documents via the tablets in Council Chambers.

Discussion ensued.

Discussion, Information: 2.02 PRA Overview - Ms. Garcia & Mr. Ferguson

Ms. Garcia and Mr. Mihalik provided to Council a short synopsis of the Public Records Act.

Discussion ensued.

Discussion, Information: 2.03 Updated 2025 Internal & External Committee Assignments - Ms. Garcia

Ms. Garcia informed the Council of changes to the 2025 Internal & External Committee Assignments.

Discussion, Information: 2.04 Discussion about use of City Equipment on Public Streets - Mr. McAndrews

Mr. McAndrews discussed with Council a gator that was approved by Council and purchased by the City to conduct maintenance. Mr. McAndrews stated that current regulations prohibit the use of UTVs on City streets and proposed an Ordinance allowing City staff to use the vehicles for City and emergency services.

Discussion ensued.

Procedural: 2.05 National Hispanic Heritage Month Proclamation – Mayor Hernández

Mayor Hernández delivered the annual National Hispanic Heritage Month Proclamation.

Procedural: 2.06 Constitution Week Proclamation - Mayor Hernández

Mayor Hernández delivered the annual National Hispanic Heritage Month Proclamation.

3. Closing Items.

Discussion, Information: 3.01 Good of the Order

Council Member Lopez expressed support for Hispanic Heritage Month and stated that the current enrollment at Walla Walla University is 26% Latino.

Procedural: 3.02 Conclusion

Mayor Hernández concluded the workshop at 6:32 PM.

Approved:

Norma L. Hernández – Mayor

Attest:

Maryelizabeth E. Garcia - City Clerk

The foregoing minutes are the official record of the City Council Workshop that occurred September 2, 2025. Further detail may be obtained by reviewing the actual audio recording made during this session.

CITY OF COLLEGE PLACE
2025 COMMITTEE ASSIGNMENTS
EXTERNAL COMMISSIONS

BLUE MOUNTAIN ACTION COUNCIL

City Administrator – temp: Norma Hernández

BLUE MOUNTAIN MOVABILITY ACTION GROUP

Council Position 6 – Heather Schermann

CHAMBER OF COMMERCE (WALLA WALLA VALLEY)

City Administrator – VACANT

COUNCIL ON HOUSING

City Administrator – VACANT

COWALLA CREATIVE DISTRICT

Finance Director – Brian Carleton

EMERGENCY MANAGEMENT EXECUTIVE COMMITTEE

Mayor – Norma Hernández

City Administrator – VACANT

EMERGENCY MEDICAL SERVICES / TRAUMA CARE COUNCIL

Fire Chief – David Winter

GOOD ROADS AND TRANSPORTATION ASSOCIATION (LOCAL & STATE)

Council Position 6 – Heather Schermann

LEOFF

Council Position 4 – Loren Peterson

PORT OF WALLA WALLA ECONOMIC “ADVISORY” COMMITTEE

Council Position 4 – Loren Peterson City Administrator – VACANT

Council Position 6 – Heather Schermann Mayor – Norma Hernández

SOLID WASTE ADVISORY COMMITTEE (SWAC)

Council Position 7 – Monica Boyle Public Works Director – Robert McAndrews

VALLEY TRANSIT BOARD

Council Position 6 – Heather Schermann Council Position 5 – Melodie Williams

WALLA WALLA VALLEY METROPOLITAN PLANNING ORGANIZATION (MPO)

Mayor – Norma Hernández – Policy Advisory Committee (PAC)

Council Position 6 – Heather Schermann – Alternate PAC

Public Works Director – Robert McAndrews – Technical Advisory Committee (TAC)

City Administrator – VACANT - Alternate TAC

CITY OF COLLEGE PLACE
2025 COMMITTEE ASSIGNMENTS
INTERNAL COMMISSIONS

CIVIL SERVICE COMMISSION

Position 1 – Tony Boyle

Position 2 – Bill Kelly

Position 3 – JoAnn Wiggins **Staff Support** – Human Resources – Shawn Doering

ECONOMIC DEVELOPMENT, TOURISM, AND EVENTS COMMISSION (EDTEC)

REGULAR VOTING MEMBERS:

Pos 1- Tracy Warner, Goodwill

Pos 2- Kelli Leen, Rogers Bakery

Pos 3- Doug Case, Columbia REA

Pos 4- Teri Lesmeister, Touchet School District

Pos 5- Allison Peck, Daily Grind

Pos 6- Kirk Amick, Community Bank

EX-OFFICIO VOTING MEMBER:

Walla Walla Valley Chamber of Commerce Executive Director (or his/her designee) –

Current Designee – Arlene Alen

ADVISORY MEMBERS (NON-VOTING)

City Administrator – VACANT

Finance Director – Brian Carleton

Staff Support – City Clerk – Maryelizabeth E. Garcia

FINANCE

Council Position 6, Chair – Heather Schermann Council Position 1 – David Lopez

Council Position 7 – Monica Boyle

Mayor – Norma Hernández

City Administrator – VACANT

Finance Director – Brian Carleton **Staff**

Support – Deputy FD/HR – DaShari Schmick

HISTORIC PRESERVATION COMMISSION

Pos 1 -Terrie Aamodt

Pos 2 - Gary Petersen

Pos 3 - Katherine Ferguson

Pos 4 - VACANT

Pos 5 - Dr. Natalie Smith-Gray

Advisory Member – Community Development Director – Jon Rickard

Staff Support – City Clerk – Maryelizabeth E. Garcia

INTERNAL COMMISSIONS - continued

LODGING TAX ADVISORY COMMISSION (LTAC)

Position 1, Chair – Monica Boyle - Council Position 7

Position 2 – Steve Owens – Columbia REA

Position 3 – Groover Snell – Fort Walla Walla Museum

Position 4 – Anne Marie Bauman – Rental Manager

Position 5 – Michael Laizure – Business Owner

Staff Support – City Clerk – Maryelizabeth E. Garcia

PARKS, ARBOR, AND RECREATION BOARD (PAR)

Pos 1- Jim Fry - Chair

Pos 2- Lafe Bissell

Pos 3- Jenna Bicknell

Pos 4- Jordan Green

Pos 5- Norman Thiel

Advisory Member – City Administrator – VACANT

Staff Support – City Clerk – Maryelizabeth E. Garcia

PERSONNEL

Council Position 5, Chair – Melodie Williams

Council Position 7 – Monica Boyle

Mayor – Norma Hernández

Human Resources – Shawn Doering

Staff Support – Deputy FD/HR – DaShari Schmick

PLANNING COMMISSION

Pos 1- Nic Ivy

Pos 2- Felix Tan

Pos 3- Claudia Santellano

Pos 4- Victor Valerio

Pos 5- Angie Peters - Chair

Pos 6- Brandon Stepper

Pos 7-Todd Reiswig – Vice Chair

Advisory Member – Community Development Director – Jon Rickard

Staff Support – Deputy City Clerk – Rhett Beardemphl

PUBLIC SAFETY

Council Position 5, Chair – Melodie Williams

Council Position 1 – David Lopez

Council Position 2 – Michael Cleveland

Mayor – Norma Hernández

City Administrator – VACANT

Police Chief – Troy Tomaras

Fire Chief – David Winter

City Attorney – VACANT

Staff Support – Marianne Barr

INTERNAL COMMISSIONS - continued

PUBLIC WORKS

Council Position 5, Chair – Melodie Williams Council Position 1 – David Lopez
Council Position 4 – Loren Peterson Mayor – Norma Hernández
City Administrator – VACANT JUB- Alex Fazzari
Staff Support – City Clerk – Maryelizabeth E. Garcia

SAFETY COMMITTEE

HR Manager – Shawn Doering Fire Marshal – John Boose, Chair
Public Works Director – Robert McAndrews Dep. Finance – DaShari Schmick
Public Works Rep – Camron Clark, Vice Chair PD Rep – Ron Nordman
Member & **Staff Support** – Community Development Rep – Kristi Scherger

UTILITY AND TRANSPORTATION ADVISORY COMMISSION

Pos 1- Shawna Larsen Pos 2- John Cress
Pos 5- Melodie Williams Pos 4- Andy Gomez Pos 5- Nancy Riggle
Advisory Member – Public Works Director – Robert McAndrews or Alex Fazzari (JUB)
Staff Support – City Clerk – Maryelizabeth E. Garcia

VOLUNTEER FIREMAN’S BOARD

Council Position 2, Chair – Michael Cleveland Mayor – Norma Hernández
Fire Chief – David Winter
Member & **Staff Support** – City Clerk – Maryelizabeth E. Garcia

WELLNESS COMMITTEE

Administration - Shawn Doering Finance Dept - DaShari Schmick
Police Dept - Marianne Barr Fire Dept - Patrick Evensen
Finance Dept - Heidi Craik Public Works - Juan Betancourt
Member & **Staff Support** – Community Development – Kristi Scherger

YOUTH ADVISORY COMMITTEE

Position 1, CPHS – Charley Amick Position 2, CPHS – VACANT
Position 3, WWVA – VACANT Position 4, WWVA – VACANT
Position 5, WWU – VACANT Position 6, WWU – Kirk Everett
Advisory – City Administrator – VACANT
Advisory & **Staff Support** – City Clerk – Maryelizabeth E. Garcia

COUNCIL POSITION / NUMBER OF ASSIGNMENTS

Position 1 – 3

Position 2 – 2

Position 3 - 3

Position 4 – 0

Position 5 – 5

Position 6 - 6

Position 7 – 4

Confirmed by the City Council of the City of College Place, Washington, this 9th day of September, 2025.

Attest:

Norma Hernández, Mayor

Maryelizabeth E. Garcia, City Clerk

City of College Place, Washington
RESOLUTION NO. 24-083

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE RELATING TO
ADMINISTRATIVE FEES OF THE COLLEGE PLACE MUNICIPAL CODE**

WHEREAS, the City adopted Resolution 24-007 on February 27th, 2024; and

WHEREAS, there is an imminent need to update and revise fees for 2025; and

WHEREAS, the City intends to re-affirm all previously adopted administrative fees;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of College Place that the following fees and charges shall henceforth be charged:

SECTION 1: ALL FEES ARE MANDATORY AND NON-REFUNDABLE UNLESS OTHERWISE ALLOWED BY COLLEGE PLACE MUNICIPAL CODE, RESOLUTION OF CITY OF COLLEGE PLACE CITY COUNCIL, OR APPLICABLE FEDERAL OR STATE LAW. ALL ACTUAL COSTS ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; ALL STAFF COSTS ARE BASED UPON SALARY ORDINANCE IN EFFECT AT TIME OF WORK AND ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; NOTE: CITY HAS AUTHORITY TO REQUEST A DEPOSIT BEFORE PERFORMING ANY WORK OR MAKING ANY EXPENDITURES; NOTE: MULTIPLE FEES MAY APPLY

SECTION 2: General Administrative Fees

A. Copy / Duplication / Delivery (Charges may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request.)

1. General paper copies per page (b/w or color)	\$ 0.15
2. Scanned copies per page	\$ 0.10
3. Electronic files per 4 files	\$ 0.05
4. Large electronic documents per 1GB	\$ 0.10
6. Certification of copies per page	\$ 3.00
7. USB thumb drive	\$ 4.74
8. DVD/CD	\$ 0.17
9. DVD/CD paper sleeve	\$ 0.06
10. DVD/CD jewel case	\$ 0.31
11. Envelope 6x9	\$ 0.10
12. Envelope 9x12	\$ 0.17
13. Envelope 10x13	\$ 0.18
14. Envelope #10	\$ 0.04
15. Address label	\$ 0.07
16. Postage or other delivery cost	Actual cost
17. Staff time to copy and/or send files – per minute, 2 minute minimum	\$ 0.41
18. Redaction of Body Camera Footage – per minute	\$ 0.69
19. Copy/Duplication fee deposit for large copy/duplication requests	10% of estimate

- B. Other General Administrative Fees – request for *information* or *data* (versus records)
1. Requests for **information** requiring significant research – hourly charge \$ TBD based upon current salary ordinance; actual cost for third party work + 20%
 2. Requests for data or data reports which are not in a relatively easily accessible or reportable form – hourly charged based upon current salary ordinance; actual cost for third party work + 20%; actual cost for IT product +20% \$ TBD
 3. Third-party expenditures Actual cost + 20%
 4. All other chargeable expenses- hourly charge based upon current salary ordinance \$ TBD

SECTION 3: General Code Enforcement CPMC 1.20.040

1. Civil Infraction 1 \$ 250.00
2. Civil Infraction 2 \$ 500.00
3. Civil Infraction 3 \$ 1,000.00

SECTION 4: Community Development Inspection and Permitting Fees

- A. Adult Family Home Inspection: Per site visit \$ 66.00
- B. Assisted Living Facilities Inspection: Per site visit \$ 66.00
- C. Construction Permit:

1. Building Permit & Grading Permit Fees Per Table 1-A [**Editor’s Note: this table will change upon research into impact of inflation over the years.**]

TABLE 1-A - COLLEGE PLACE PERMIT FEES	
Total Valuation	Fee
\$1.00 to \$500.00	\$25.85
\$501.00 to \$2,000.00	\$25.85 for the first \$500 plus \$3.35 for each additional \$100.00, or fraction hereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$76.10 for the first \$2,000.00 plus \$15.40 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$430.30 for the first \$25,000.00 plus \$11.11 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$708.05 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,093.05 for the first \$100,000.00 plus \$6.15 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,553.05 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$6,178.05 for the first \$1,000,000.00 plus \$3.50 for each additional \$1,000.00, or fraction thereof.

2. Building and Project Valuation shall be determined by using the design professional’s (Architect/Engineers) Project Cost or the most recent Building Valuation Data (BVD) Sheet. The BVD is

adjusted/updated at six-month intervals. Projects not identified in the Data Sheet will be valued by using the total project cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director.

3. Fees for repair, alteration, or remodel are based on the total Project Cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director of work to be performed as submitted by the applicant.

4. Improvements including and within the building shall be assessed as a Building Permit Fee. Site and utility-related improvements outside of the building shall be assessed as a Grading Permit Fee.

5. Project Cost provided by the Applicant shall include labor. If labor costs are not provided, the Project Cost will be increased by multiplying the project material (included sales tax) by 50%

6. A State Building Code Council (SBCC) fee will be assessed on all building permits.

- a. Residential Building Permits
 - i. Each building permit \$ 6.50
 - ii. Surcharge for each residential unit after the first unit \$ 2.00
- b. Commercial Building Permits
 - i. Each building permit \$ 25.00
 - ii. Surcharge for each residential unit after the first unit \$ 2.00
- D. Fences over 7 feet high – Valuation Based, see *Construction Permit* above
- E. Fence Placement Permit – see *Section 8: Public Works*
- F. Mechanical Permit – Equivalent Appliance Replacement: Residential \$66 per appliance/unit; Commercial \$ 100.00 per appliance/unit.
- G. Mechanical Permit – Commercial alteration or expansion to an existing system: Project value, permit fee per Table 1-A of this resolution.
- H. Mechanical Permit – New Construction or Remodel: 15% of building permit fee.
- I. Plumbing – Over the Counter Permit:
 - 1. Backflow Device \$ 66.00
 - 2. Water Heater \$ 66.00
 - 3. Building Sewer \$ 66.00
 - 4. Moving or Adding Fixture \$ 66.00
- J. Plumbing Permit – New Construction or Remodel: 15% of building permit fee
- K. Demolition Permit:
 - 1. Per Building \$ 66.00
 - 2. Additional fee for primary structures older than 60 years of age \$ 100.00
- L. Licensed Childcare Provider Facilities Inspection: Per site visit \$ 66.00
- M. Manufactured Home Placement Permit \$ 250.00
- N. Miscellaneous Inspections not otherwise listed in fee schedule: Per site visit/inspection \$ 66.00
- O. Plan Check Fees
 - 1. Internal Review: 65% of the buildings permit fee assessed.
 - 2. Third Party Review: Actual cost + 20%
- P. Re-inspection Fee (fee must be paid prior to requested inspection) \$ 66.00
- Q. Roofing Permit:
 - 1. Residential: \$ 132.00
 - 2. Commercial based on project value.
- R. Signs
 - 1. Building mounted sign \$ 100.00
 - 2. Additional building mounted sign \$ 50.00
 - 3. Pole and/or monument sign: \$50 site plan review fee + fee based on project valuation (Table 1-A).
- S. Solar Panel Permit

- | | |
|---|------------------|
| 1. Residential | \$ 95.00 |
| 2. Commercial: Fee based on project valuation (Table 1-A) | |
| T. Third-Party expenditures | Actual cost +20% |
| U. Work commencing before permit issuance: fee 2 times that of the required permit fee. Permit fees shall double. | |

SECTION 5: Community Development Fees (cont.) – Planning Process/Actions fees;

- | | |
|---|----------------------------|
| A. Advertising/Publication Cost | Actual Cost +20% |
| B. Annexation/De-Annexation | \$ 250.00 |
| C. Appeals (Requires a \$1,500 deposit) | Actual Cost + 20% |
| D. Binding Site Plan | \$ 750.00 |
| E. Boundary Line Adjustment | \$ 100.00 |
| F. Comprehensive Plan, Land Use, & Title 14 Unified Development Code Amendment | \$1,000.00 |
| G. Comprehensive Plan, Land Use, & Title 14 Unified Development Code – Amendment proposed by a 501(c)(3) organization | Waived |
| H. Comprehensive Plan Urban Growth Area Amendment | \$2,000.00 |
| I. Conditional Use Permit (CUP) | \$ 500.00 |
| J. Critical Areas Review | \$ 400.00 |
| K. Critical Areas Permit Project value, permit fee based on project valuation (Table 1-A) | |
| L. Development Agreement, Renewal, Amendment, or Assignment | \$2,000.00 |
| M. Environmental Impact Statement (EIS) | Actual Cost + 20% |
| N. Master Planned Development | \$2,000.00 |
| O. Mobile Vendor/Food Cart/Food Cart Pod | See Special Use Permit Fee |
| P. Multi-family Housing Tax Exemption (\$25.00 Per Dwelling Unit) | \$ 150.00 |
| Q. Hearing Examiner Services | Actual Cost + 20% |
| R. Preliminary Plat | \$ 900.00 |
| S. Plats, Final | \$ 350.00 |
| T. Plats, Short | \$ 400.00 |
| U. Plats, Final Short | \$ 250.00 |
| V. Plat Amendments / Replat | \$ 250.00 |
| W. SEPA Checklist | \$ 250.00 |
| X. Special Use Permit | \$ 150.00 |
| 1. Annual renewal fee | \$ 50.00 |
| 2. Late annual renewal | \$ 150.00 |
| Y. Site Plan Application: Commercial | \$ 900.00 |
| Z. Site Plan Review - Type 1 | \$ 66.00 |
| AA. Third Party Services | Actual Cost + 20% |
| BB. Variance / Non-Conforming Use | \$ 500.00 |
| CC. Vacation Rental – Short Term Application (Per Dwelling Unit) | See Special Use Permit |
| DD. Zoning Amendments | \$ 500.00 |
| EE. Zoning & Land Use Compliance Letter | \$ 69.00 |
| FF. Wireless Communication Facilities Fees | See Conditional Use Permit |

SECTION 6: Engineering Site Plan / Development Support Review Fees

- | | |
|-----------------------------------|-------------------|
| Third Party Professional Services | Actual Cost + 20% |
|-----------------------------------|-------------------|

SECTION 7: Fire Department Fees

A. CPR & First Aid Classes:	Actual Cost
B. Commercial Cooking Hood (New installations) Plan Review	\$ 100.00
C. EMS Basic Life Support (BLS) Transportation Services	
1. Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rate	\$ 550.00
b. BLS Emergency Rate	\$ 650.00
c. Mileage Rate	\$ 12.00/mile
2. Non-Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rates	\$ 750.00
b. BLS Emergency Rate	\$ 850.00
c. Mileage Rate	\$ 12/mile
D. Extinguisher Classes:	Actual Cost +20%
E. False Alarm Fees:	
1. Alarm system malfunction (1st call)	No Charge
2. Alarm system malfunction five or more days after notification of need for servicing (1 st call)	\$ 25.00
3. Alarm system malfunction five or more days after notification of need for servicing (2 nd call)	\$ 100.00
4. Alarm system malfunction five or more days after notification of need for servicing (after 2 nd call)	\$ 250.00
5. Accidental alarm activation (1 st call)	No Charge
6. Accidental alarm activation five days or more after notification of need for protection of alarm activation device	\$ 100.00
7. Malicious alarm activation	\$ 500.00
8. Malicious discharge of extinguisher	\$ 500.00
9. Malicious damage to fire alarm system	\$ 500.00
F. Fire Detection Systems (New Installation) Plan Review / Inspection	\$ 100.00
G. Fire Hydrants (each) Determination of Placement / Inspection	\$ 100.00
H. Fire Sprinkler Systems (per riser on new installation) Plan Review	\$ 200.00
I. Fireworks Permits for Sales	State mandated rate
J. Fireworks Use / Display Permit – Per State Mandated Rate	\$ 100.00
K. Haz Mat Fee: In accordance with the Washington State Association of Fire Chiefs	
L. Hydrant Flow Tests (By Request)	\$ 50.00
M. Nuisance Abatement Notice Fee	\$ 50.00
N. Nuisance Abatement Arranged by the Fire Department	Actual cost + 20%
O. Plan Review Fee – Initial Review	\$ 45.00 per hour
P. Plan Review Fee – For Revisions	\$ 45.00 per hour
Q. Plan Review Fee by Outside Agency / Vendor	Actual cost + 20%
R. Re-inspection Fee for Non-Compliance	\$ 100.00
S. Reports:	
1. Copy of EMS Report	See Section 1
2. Copy of Fire Report	See Section 1
3. Other Reports	See Section 1
T. Requests for Code Alternate/Variance	\$ 100.00
U. Special Inspection/Review/Permit	\$ 100.00
V. Salvage Fees for Insurance Companies:	
1. Maximum charge for single-family dwelling salvage	\$1,000.00

2. Maximum charge for commercial salvage	\$2,000.00
3. Debris removal (per cubic yard)	\$ 30.00
4. Boarding of windows and doors (per window or door)	\$ 30.00
5. Furniture salvage (per room)	\$ 40.00
6. Water removal (per sq. ft.)	\$ 2.50
7. Sump pump (flat fee plus \$15.00 per hour)	\$ 120.00

SECTION 8: Public Works Fees

A. Brush, Debris, & Leaf Collection/removal Fee Between December 31 – September 1. Charged hourly based upon current salary ordinance and actual costs +20%	
B. Banners Attached to City Property	
1. Application Fee Per Installation	\$ 69.00
2. Per Banner Installation/removal Fee	\$ 37.50
C. Commercial Cross Connection Site Inspection Fee	\$ 25.00
D. Dye Test.	\$ 25.00
E. Equipment Rental Fees:	As determined by the PW Director for each piece of equipment used.
F. Equipment charge fee:	As determined by the PW Director for each project/repair/service.
G. Fence Placement Permit	\$ 66.00
H. D. Fences over 7 feet high – see <i>Section 4 – Community Development</i>	
I. Fire Hydrant Meter & Backflow Fees:	
1. Deposit	\$ 500.00
2. Rental Fee: Per day	\$ 7.00
3. Install Fee	\$ 30.00
4. Removal Fee	\$ 30.00
5. Actual cost of water used (per 1,000 gallons):	See Section 10
J. Franchise Application; Franchise Renewal; Franchisee Transfer	\$ 5,000.00
K. Labor – During Business Hours: Based upon current salary ordinance	\$ 57.15 per hour
L. Labor – After Business Hours/Holidays: Based upon current salary ordinance	\$ 85.72 per hour
M. Leaf Collection Fee (December 31 – September 1 following year)	\$ 10.00
N. Parts, Materials, Supplies provided by Public Works	Actual Cost + 20%
O. Right-of-way Permit	\$ 100.00
P. Right-of-way Permit with street cut	\$ 200.00
Q. Sewer Lateral Locate	\$ 50.00
R. Street Repair: hourly charge based upon current salary ordinance, and actual costs +20%	
S. Third-party expenditures	Actual cost +20%

SECTION 9: Police Department Fees

A. Animal Fees	
1. For each dog designated as dangerous or potentially dangerous, annual certificate of registration (CPMC 6.12.030)	\$ 50.00
2. For each dog with written proof of spayed or neutered	\$ 15.00
3. For each dog not spayed or neutered or without written proof	\$ 30.00
4. For each Service Animal and/or lettered Emotional Support Animal.	No charge
5. Chicken/ Rabbit/ Bees Permit Fee (annual)	\$ 15.00
6. Replacement tag	\$ 1.00
7. Late registration fee (per animal, except a Service/ESA Animal)	\$ 10.00
8. Impound fee:	

a.	For the 1st and 2nd impound in a year, per impound	\$ 10.00
b.	For the 3rd impound in a year	\$ 50.00
c.	For more than 3 impounds a year, thereafter per impound	\$ 100.00
d.	Boarding, treatment, and/or destruction	Actual costs + 20%
9.	Animal at large fee:	
a.	1st offense	Civil infraction 1
b.	2nd offense within 12 months	Civil Infraction 2
c.	3rd and subsequent within 12 months	Civil Infraction 3
10.	Failure to license animal	Civil infraction 1
11.	Failure to obtain rabies vaccination/provide proof of rabies vax	Civil infraction 1
12.	Dangerous Dog – Chapter 6.32 CPMC violation	Civil infraction 2
13.	Exotic animals' violation	Civil infraction 2
14.	Chicken/bees/rabbits – Chapter 6.42	Civil infraction 2
15.	Failure to secure/maintain residential rental housing license	Civil infraction 2
B.	Bike License Fees:	
1.	Lifetime license for registering owner	\$ 7.00
2.	Replacement license	\$ 1.00
C.	Code Enforcement Infractions:	
1.	Infraction 1	\$ 250.00
2.	Infraction 2	\$ 500.00
3.	Infraction 3	\$ 1,000.00
D.	Concealed Pistol License:	
1.	Original / Initial	\$ 36.00
2.	Original / Initial FBI Fee (subject to change by FBI)	\$ 13.25
3.	Renewal	\$ 32.00
4.	Late Renewal	\$ 42.00
5.	Replacement Fee	\$ 10.00
E.	Fingerprinting (per card)	\$ 10.00
F.	Impound Hearing Administrative Fee	\$ 41.00
G.	Media Fee (per incident)	\$ 10.00
H.	Parking Infraction:	
1.	First parking violation	\$ 25.00
2.	Second parking violation within a three-month period	\$ 50.00
3.	Third and subsequent parking violations within a six-month period	\$ 250.00
I.	Peddler / Solicitor License (Nonrefundable): Per person, per year	\$ 50.00
J.	Public Record Request for Police Reports (per page):	See Section 1
K.	Special Events Application Fee	
1.	90 days or more prior to start of event	\$ 55.00
2.	45-89 days prior to start of event	\$ 105.00
3.	44 -15 days prior to the start of the event	\$ 150.00
4.	14 days or less prior to the start of the event	\$ 250.00
L.	VISA Clearance Letter	\$ 10.00
M.	Video Redaction Fee (Per minute of staff time)	See Section 1

SECTION 10: Water System Charges: CPMC Title 13.04

- A. 13.04.050(A) Water System Connection Charges: Per unit charge
 - 1. Single family dwelling (including duplex – per dwelling unit) - \$3,500 per dwelling unit.
 - 2. Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments,

- not exceeding 600 square feet (excluding any covered porches, garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be assessed the applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit. \$ 500.00
3. Multiple family dwelling: Per dwelling and/or rental unit. \$ 3,500.00
 4. Business/commercial, or public entities will be charged as per the following schedule:
 - a. For one inch or smaller service \$ 3,500.00
 - b. For a two-inch service \$ 18,700.00
 - c. For a three-inch service \$ 37,400.00
 - d. For a four-inch service \$ 58,400.00
 - e. For a six-inch service \$ 116,700.00
 - f. Service connections larger than six inches in size will be negotiated with the city, considering the demand on the existing system and a determination of any necessary system improvements.
 5. Mobile, manufactured and modular homes: Per unit. \$ 3,500.00
 6. Gardens, lawn and agricultural use: Per connection. \$ 3,500.00
 7. Fire service connections: Per connection. \$ 4,200.00
 - B. 13.04.050(C) Front Footage Charge: When applicable
 1. Per assessed front foot of the lot. \$ 60.00
 - C. 13.04.200(A) Account Names – New Account / Transfer Fee
 1. New account establishment fee: Per account. \$ 9.00
 2. Request for transfer of service: Per account. \$ 9.00
 - D. 13.04.210 Payment of Bills – Delinquency Charges:
 1. Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.
 2. The charge for hanging a red tag shut-off warning notice. \$ 20.00
 - E. 13.04.250 Discontinuance of Service – Customer’s Request – Fee.
 1. Per request to turn the service back on. \$ 15.00
 - F. 13.04.260 Discontinuance – Nonpayment of Bill.
 1. When water service has been shut off for failure to pay water charges, the reconnection charges shall be as follows:
 - a. Reconnection requested to be made during normal business: \$ 20.00
 - b. Reconnection requested to be made outside normal business: \$ 50.00
 - G. 13.04.290 Unauthorized Turn On
 1. Charge per incident. \$ 50.00
 - H. 13.04.400(A) Water Charges:
 1. Monthly residential base charge per unit. \$ 44.05
 2. Monthly business base charge per unit. \$ 61.88
 3. Consumption charge per 1,000 gallons. \$ 1.81

SECTION 11: Wastewater System Charges: CPMC Title 13.08

- A. 13.08.525(A) Connection and Modification Fees: Per Unit Charge
 1. Single family dwelling (including duplex – per dwelling unit) \$ 3,500.00
 2. Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments, not exceeding 600 square feet (excluding any covered porches, garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be

- assessed the applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit. \$ 500.00
3. Multiple family dwelling: Per dwelling and/or rental unit. \$ 3,500.00
 4. Business/commercial: Per unit. \$ 3,500.00
 5. Public entities: Per site. \$ 3,500.00
- B. 13.08.525(B) Front Footage Charge: When applicable
1. Per assessed front foot of the lot. \$ 40.00
 2. 13.08.525(C) Wastewater Inspection Fee: Per Inspection. \$ 30.00
- C. 13.08.485(B, E) Wastewater Base Charges: Per Unit Charge
1. Monthly residential base charge per unit. \$ 53.45
 2. Monthly small flow nonresidential base charge. \$ 53.45
 3. Monthly unmetered account base charge per unit. \$ 53.45
- D. 13.08.485(B, E) Wastewater Consumption Charge: Per 1,000 gallons of consumption over 3,000 gallons consumed per month. (Large flow nonresidential customers are not given an unpaid consumption allowance.)
1. Monthly residential consumption charge per 1,000 gallons. \$ 5.11
 2. Monthly small flow nonresidential consumption charge per 1,000 gallons. \$ 5.11
 3. Monthly large flow nonresidential consumption charge per 1,000 gallons. \$ 9.28
 4. Monthly unmetered account consumption charge: For each calculated average of 1,000 gallons of consumption in accordance with 13.08.485(E). \$ 5.11
- E. 13.08.490(A) Account Transfer Charge:
1. New account establishment fee: Per account. \$ 9.00
 2. Request for transfer of service: Per account. \$ 9.00
- F. 13.08.490(C) Billing Cycle and Due Date:
1. Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.
- G. 13.08.495(B) Special Considerations: Vacancy Allowance
1. Base charge per dwelling and/or rental unit \$ 53.45
- H. 13.08.500(5) Rate Reduction: Condemned/Unlivable Premises
- 1) Debt service charge per dwelling and/or rental unit (maximum one year) \$ 11.40
- I. Southwest Sewer (Lift Station No. 7) Connection Assessments
1. Single Family/Multi-Family Residential
 - a. Assessment per acre \$ 5,438.00
 - b. Cost per ERU (Equivalent residential unit) \$ 906.00
 2. Commercial
 - a. Assessment per acre \$ 5,438.00

SECTION 12: Stormwater System Charges: CPMC Title 13.15

- A. 13.15.070(C) Storm and Surface Water Charges
1. Monthly residential charge per account \$ 10.56
 2. Monthly non-residential charge per ESU \$ 10.56
 3. Monthly charge with credit per ESU \$ 7.53
- B. 13.15.070(D) Equivalent Service Unit Definition: One Equivalent Service Unit (ESU) is established at 3,500 square feet of impervious surface area. For the purpose of computation of service charges, the number of Equivalent Service Units shall be rounded to the nearest tenth (0.10).
- C. 13.15.072 Liability for payment of bill.
1. New account establishment fee: Per account. \$ 9.00
 2. Request for transfer of service: Per account. \$ 9.00

- D. 13.15.075 Payment of bills – Delinquent charges.
1. Delinquent Charges – 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.

SECTION 13: Ambulance Utility Charges: CPMC Title 13.16

- A. 13.16.070(B) Utility Fee: Classifications
1. Single Family Residential (including single unit mobile home): Per unit \$ 6.84
 2. Multiple Family (including duplex, triplex, etc.): Per unit \$ 8.17
 3. Commercial/Retail/Industrial
(based on calculation method in Section 13.16.070(C): Per ERU \$ 7.64
 4. Assisted Living/Nursing Home
(based on calculation method in Section 13.16.070(C): Per ERU \$ 56.02
 5. Public/College/Schools
(based on calculation method in Section 13.16.070(C): Per ERU \$ 7.27
- B. 13.16.070(C) Rates Formula: One Equivalent Residential Unit (ERU) is established at 1,985 square feet. For the purpose of computation of service charges, the number of Equivalent Residential Units shall be rounded to the nearest tenth (0.10).
- C. 13.16.080 Collection of Utility Fees.
1. New account establishment fee: Per account. \$ 9.00
 2. Request for transfer of service: Per account. \$ 9.00
 3. Delinquency Charges - 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.

SECTION 14: Miscellaneous Fees & Charges

- A. Web Check Electronic Services Fee \$ 20.00
- B. NSF Fee \$ 20.00
- C. Stop Payment Fee \$ 25.00
- D. Business Licenses \$ 50.00
 1. Annual renewal \$ 45.00

SECTION 15: Community Events

- A. Farmers Market
1. Market Membership Fees
 - a. Annual Membership Registration Fee – January 1 – June 30th \$ 50.00
 - b. Late Application Fee – After April 30th \$ 15.00
 2. Electricity Fees Per Day
 - a. Member – standard outlet (2 plugs) \$ 5.00
 - b. Member – 50 or 30 Amp (limited availability) \$ 7.00
 - c. Non-Member – standard outlet (2 plugs) \$ 7.00
 - d. Non-Member – 50 or 30 Amp (limited availability) \$ 10.00
- B. Other City Events
1. Daily Fees
 - a. Member Daily Fee Standard Booth (10'x10') \$ 10.00
 - b. Member Daily Fee Oversize Booth (10'x20') \$ 15.00
 - c. Non-Member Daily Fee Standard Booth (10'x10') \$ 20.00
 - d. Non-Member Daily Fee Oversize Booth (10'x20') \$ 30.00
 - e. Non-Profit Daily Fee \$ 5.00
 - f. Youth Vendor Fee \$ 5.00

- C. Parks
 - 1. Reservations
 - a. First come/first served No charge
 - b. Restrict site access per hour – City resident \$ 10.00
 - c. Restrict site access per hour – Non-resident \$ 15.00
 - 2. Park setup/cleanup
 - a. Hourly (resident) Staff cost +10%
 - b. Hourly (non-resident) Staff cost +20%
- D. Special Events
 - 1. Application Fee Varies by event

SECTION 16: Vacant/Abandoned Property

- A. Vacant Property Registration and Maintenance
 - 1. Registration Fee \$ 200.00
 - 2. Annual fee for property that remains vacant through December 31 \$ 150.00
 - 3. Late Fee Additional 20%
- B. Abandoned Property
 - 1. Fee for property declared abandoned- non-construction site. \$ 500.00
 - 2. Additional annual fee after Jan 1st where the property remains abandoned. \$ 250.00
 - 3. Fee for property declared abandoned – under construction/construction stopped before completion fee due on Jan 1 or July 1 whichever date is soonest after 45 days has passed after property under construction declared abandoned and no notable and consistent construction has occurred. \$ 1,000.00
 - 4. Additional biannual fee for each 6month period the property remains abandoned and under construction/construction stopped before completion. \$ 500.00
 - 5. Late Fee Additional 20%

SECTION 17: Legal fees:

- A. Hourly charge based upon current salary ordinance. Actual costs +20%

SECTION 18: Information Technology fees:

- A. Hourly charge based upon current salary ordinance. Actual costs +20%

Effective Date: Rates, fees, and other charges shall be effective January 1, 2025; after passage and approval as provided by law.

Clerical Corrections: The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

PASSED by the City Council of the City of College Place, Washington, on the 10th day of December 2024.

APPROVED:

ATTEST:

Norma Hernández– Mayor

Maryelizabeth Garcia – City Clerk

City of College Place, Washington
RESOLUTION NO. 25-051

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE RELATING TO
ADMINISTRATIVE FEES OF THE COLLEGE PLACE MUNICIPAL CODE**

WHEREAS, the City adopted Resolution 24-083 on December 10th, 2024; and

WHEREAS, there is an imminent need to update and revise fees for 2025; and

WHEREAS, the City intends to re-affirm all previously adopted administrative fees;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of College Place that the following fees and charges shall henceforth be charged:

SECTION 1: ALL FEES ARE MANDATORY AND NON-REFUNDABLE UNLESS OTHERWISE ALLOWED BY COLLEGE PLACE MUNICIPAL CODE, RESOLUTION OF CITY OF COLLEGE PLACE CITY COUNCIL, OR APPLICABLE FEDERAL OR STATE LAW. ALL ACTUAL COSTS ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; ALL STAFF COSTS ARE BASED UPON SALARY ORDINANCE IN EFFECT AT TIME OF WORK AND ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; NOTE: CITY HAS AUTHORITY TO REQUEST A DEPOSIT BEFORE PERFORMING ANY WORK OR MAKING ANY EXPENDITURES; NOTE: MULTIPLE FEES MAY APPLY

SECTION 2: General Administrative Fees

A. Copy / Duplication / Delivery (Charges may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request.)

1. General paper copies per page (b/w or color)	\$0.15
2. Scanned copies per page	\$0.10
3. Electronic files per 4 files	\$0.05
4. Large electronic documents per 1GB	\$0.10
5. Certification of copies per page	\$3.00
6. USB thumb drive	\$4.74
7. DVD/CD	\$0.17
8. DVD/CD paper sleeve	\$0.06
9. DVD/CD jewel case	\$0.31
10. Envelope 6x9	\$0.10
11. Envelope 9x12	\$0.17
12. Envelope 10x13	\$0.18
13. Envelope #10	\$0.04
14. Address label	\$0.07
15. Postage or other delivery cost	Actual cost
16. Staff time to copy and/or send files – per minute, 2 minute minimum	\$0.41
17. Redaction of Body Camera Footage – per minute	\$0.69
18. Copy/Duplication fee deposit for large copy/duplication requests	10% of estimate

- B. Other General Administrative Fees – request for *information* or *data* (versus records)
 1. Requests for **information** requiring significant research: Hourly charge based upon current salary ordinance; actual cost for third party work + 20%
 2. Requests for data or data reports which are not in a relatively easily accessible or reportable form: Hourly charged based upon current salary ordinance; actual cost for third party work + 20%; actual cost for IT product +20%
 3. Third-party expenditures: Actual cost + 20%
 4. All other chargeable expenses: Hourly charge based upon current salary ordinance

SECTION 3: General Code Enforcement CPMC 1.20.040

- | | |
|-----------------------|------------|
| A. Civil Infraction 1 | \$250.00 |
| B. Civil Infraction 2 | \$500.00 |
| C. Civil Infraction 3 | \$1,000.00 |

SECTION 4: Community Development Inspection and Permitting Fees

- | | |
|--|---------|
| A. Adult Family Home Inspection: Per site visit | \$66.00 |
| B. Assisted Living Facilities Inspection: Per site visit | \$66.00 |
| C. Construction Permit: <ol style="list-style-type: none"> 1. Building Permit & Grading Permit Fees Per Table 1-A | |

TABLE 1-A - COLLEGE PLACE PERMIT FEES	
Total Valuation	Fee
\$1.00 to \$500.00	\$25.85
\$501.00 to \$2,000.00	\$25.85 for the first \$500 plus \$3.35 for each additional \$100.00, or fraction hereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$76.10 for the first \$2,000.00 plus \$15.40 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$430.30 for the first \$25,000.00 plus \$11.11 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$708.05 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,093.05 for the first \$100,000.00 plus \$6.15 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,553.05 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$6,178.05 for the first \$1,000,000.00 plus \$3.50 for each additional \$1,000.00, or fraction thereof.

2. Building and Project Valuation shall be determined by using the design professional's (Architect/Engineers) Project Cost or the most recent Building Valuation Data (BVD) Sheet. The BVD is adjusted/updated at six-month intervals. Projects not identified in the Data Sheet will be valued by using the total project cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director.

3. Fees for repair, alteration, or remodel are based on the total Project Cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director of work to be performed as submitted by the applicant.
4. Improvements including and within the building shall be assessed as a Building Permit Fee. Site and utility-related improvements outside of the building shall be assessed as a Grading Permit Fee.
5. Project Cost provided by the Applicant shall include labor. If labor costs are not provided, the Project Cost will be increased by multiplying the project material (included sales tax) by 50%
6. A State Building Code Council (SBCC) fee will be assessed on all building permits.
 - a. Residential Building Permits
 - i. Each building permit \$6.50
 - ii. Surcharge for each residential unit after the first unit \$2.00
 - b. Commercial Building Permits
 - i. Each building permit \$25.00
 - ii. Surcharge for each residential unit after the first unit \$2.00
- D. Fences over 7 feet high – Valuation Based, see *Construction Permit* above
- E. Fence Placement Permit – see *Section 8: Public Works*
- F. Mechanical Permit – Equivalent Appliance Replacement:
 1. Residential – per appliance/unit \$66.00
 2. Commercial – per appliance/unit \$100.00
- G. Mechanical Permit – Commercial alteration or expansion to an existing system: Project value, permit fee per Table 1-A of this resolution.
- H. Mechanical Permit – New Construction or Remodel 15% of building permit fee
- I. Plumbing – Over the Counter Permit:
 1. Backflow Device \$66.00
 2. Water Heater \$66.00
 3. Building Sewer \$66.00
 4. Moving or Adding Fixture \$66.00
- J. Plumbing Permit – New Construction or Remodel 15% of building permit fee
- K. Demolition Permit:
 1. Per Building \$66.00
 2. Additional fee for primary structures older than 60 years of age \$100.00
- L. Licensed Childcare Provider Facilities Inspection: Per site visit \$66.00
- M. Manufactured Home Placement Permit \$250.00
- N. Miscellaneous Inspections not otherwise listed in fee schedule: Per site visit/inspection \$66.00
- O. Plan Check Fees
 1. Internal Review: 65% of the buildings permit fee assessed.
 2. Third Party Review: Actual cost + 20%
- P. Re-inspection Fee (fee must be paid prior to requested inspection) \$66.00
- Q. Roofing Permit:
 1. Residential: \$132.00
 2. Commercial: Based on project value
- R. Signs
 1. Building mounted sign \$100.00
 2. Additional building mounted sign \$50.00
 3. Pole and/or monument sign: \$50 site plan review fee + fee based on project valuation (Table 1-A)
- S. Solar Panel Permit
 1. Residential \$95.00

2. Commercial	Fee based on project valuation (Table 1-A)
T. Third-Party expenditures	Actual cost +20%
U. Work commencing before permit issuance	Permit fees shall double

SECTION 5: Community Development Fees (cont.) – Planning Process/Actions fees

A. Advertising/Publication Cost	Actual Cost +20%
B. Annexation/De-Annexation	\$250.00
C. Appeals (Requires a \$1,500 deposit)	Actual Cost + 20%
D. Binding Site Plan	\$750.00
E. Boundary Line Adjustment	\$100.00
F. Comprehensive Plan, Land Use, & Title 14 Unified Development Code Amendment	\$1,000.00
G. Comprehensive Plan, Land Use, & Title 14 Unified Development Code Amendment proposed by a 501(c)(3) organization	Waived
H. Comprehensive Plan Urban Growth Area Amendment	\$2,000.00
I. Conditional Use Permit (CUP)	\$500.00
J. Critical Areas Review	\$400.00
K. Critical Areas Permit Project value	Permit fee based on project valuation (Table 1-A)
L. Development Agreement, Renewal, Amendment, or Assignment	\$2,000.00
M. Environmental Impact Statement (EIS)	Actual Cost + 20%
N. Master Planned Development	\$2,000.00
O. Mobile Vendor/Food Cart/Food Cart Pod	See Special Use Permit
P. Multi-family Housing Tax Exemption (\$25.00 Per Dwelling Unit)	\$150.00
Q. Hearing Examiner Services	Actual Cost + 20%
R. Preliminary Plat	\$900.00
S. Plats, Final	\$350.00
T. Plats, Short	\$400.00
U. Plats, Final Short	\$250.00
V. Plat Amendments / Replat	\$250.00
W. SEPA Checklist	\$250.00
X. Special Use Permit	\$150.00
1. Annual renewal fee	\$50.00
2. Late annual renewal	\$150.00
Y. Site Plan Application: Commercial	\$900.00
Z. Site Plan Review - Type 1	\$66.00
AA. Third Party Services	Actual Cost + 20%
BB. Variance / Non-Conforming Use	\$500.00
CC. Vacation Rental – Short Term Application (Per Dwelling Unit)	See Special Use Permit
DD. Zoning Amendments	\$500.00
EE. Zoning & Land Use Compliance Letter	\$69.00
FF. Wireless Communication Facilities Fees	See Conditional Use Permit

SECTION 6: Engineering Site Plan / Development Support Review Fees

A. Third Party Professional Services	Actual Cost + 20%
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SECTION 7: Fire Department Fees

A. CPR & First Aid Classes	Actual Cost
B. Commercial Cooking Hood (New installations) Plan Review	\$100.00

C. EMS Basic Life Support (BLS) Transportation Services	
1. Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rate	\$550.00
b. BLS Emergency Rate	\$650.00
c. Mileage Rate	\$12.00/mile
2. Non-Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rates	\$750.00
b. BLS Emergency Rate	\$850.00
c. Mileage Rate	\$12.00/mile
D. Extinguisher Classes	Actual Cost+20%
E. False Alarm Fees:	
1. Alarm system malfunction (1st call)	No Charge
2. Alarm system malfunction 5 or more days after notification of need for servicing (1 st call)	\$25.00
3. Alarm system malfunction 5 or more days after notification of need for servicing (2 nd call)	\$100.00
4. Alarm system malfunction 5 or more days after notification of need for servicing (after 2 nd call)	\$250.00
5. Accidental alarm activation (1 st call)	No Charge
6. Accidental alarm activation five days or more after notification of need for protection of alarm activation device	\$100.00
7. Malicious alarm activation	\$500.00
8. Malicious discharge of extinguisher	\$500.00
9. Malicious damage to fire alarm system	\$500.00
F. Fire Detection Systems (New Installation) Plan Review / Inspection	\$100.00
G. Fire Hydrants (each) Determination of Placement / Inspection	\$100.00
H. Fire Sprinkler Systems (per riser on new installation) Plan Review	\$200.00
I. Fireworks Permits for Sales	State mandated rate
J. Fireworks Use / Display Permit – Per State Mandated Rate	\$100.00
K. Haz Mat Fee: In accordance with the Washington State Association of Fire Chiefs	
L. Hydrant Flow Tests (By Request)	\$50.00
M. Nuisance Abatement Notice Fee	\$50.00
N. Nuisance Abatement Arranged by the Fire Department	Actual cost + 20%
O. Plan Review Fee – Initial Review	\$45.00 per hour
P. Plan Review Fee – For Revisions	\$45.00 per hour
Q. Plan Review Fee by Outside Agency / Vendor	Actual cost + 20%
R. Re-inspection Fee for Non-Compliance	\$100.00
S. Reports:	
1. Copy of EMS Report	See Section 1
2. Copy of Fire Report	See Section 1
3. Other Reports	See Section 1
T. Requests for Code Alternate/Variance	\$100.00
U. Special Inspection/Review/Permit	\$100.00
V. Salvage Fees for Insurance Companies:	
1. Maximum charge for single-family dwelling salvage	\$1,000.00
2. Maximum charge for commercial salvage	\$2,000.00
3. Debris removal (per cubic yard)	\$30.00
4. Boarding of windows and doors (per window or door)	\$30.00
5. Furniture salvage (per room)	\$40.00
6. Water removal (per sq. ft.)	\$2.50

7. Sump pump (flat fee plus \$15.00 per hour)	\$120.00
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SECTION 8: Public Works Fees

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| A. Brush, Debris, & Leaf Collection/removal Fee Between December 31–September 1. Charged hourly based upon current salary ordinance and actual costs + 20% | |
| B. Banners Attached to City Property | |
| 1. Application Fee Per Installation | \$69.00 |
| 2. Per Banner Installation/removal Fee | \$37.50 |
| C. Commercial Cross Connection Site Inspection Fee | \$25.00 |
| D. Dye Test | \$25.00 |
| E. Equipment Rental Fees | As determined by the PW Director for each piece of equipment used |
| F. Equipment Charge Fees | As determined by the PW Director for each project/repair/service |
| G. Fence Placement Permit | \$66.00 |
| H. Fences over 7 feet high | See Section 4 – Community Development |
| I. Fire Hydrant Meter & Backflow Fees: | |
| 1. Deposit | \$500.00 |
| 2. Rental Fee: Per day | \$7.00 |
| 3. Install Fee | \$30.00 |
| 4. Removal Fee | \$30.00 |
| 5. Actual cost of water used (per 1,000 gallons) | See Section 10 |
| J. Franchise Application; Franchise Renewal; Franchisee Transfer | \$5,000.00 |
| K. Labor – During Business Hours: Based upon current salary ordinance | \$57.15 per hour |
| L. Labor – After Business Hours/Holidays: Based upon current salary ordinance | \$85.72 per hour |
| M. Parts, Materials, Supplies provided by Public Works | Actual Cost + 20% |
| N. Right-of-way Permit | \$100.00 |
| O. Right-of-way Permit with street cut | \$200.00 |
| P. Sewer Lateral Locate | \$50.00 |
| Q. Street Repair | Hourly charge based upon current salary ordinance, and actual costs +20% |
| R. Third-party expenditures | Actual cost + 20% |

SECTION 9: Police Department Fees

- | | |
|--|---------------------|
| A. Animal Fees | |
| 1. For each dog designated as dangerous or potentially dangerous, annual certificate of registration (CPMC 6.12.030) | \$50.00 |
| 2. For each dog with written proof of spayed or neutered | \$15.00 |
| 3. For each dog not spayed or neutered or without written proof | \$30.00 |
| 4. For each Service Animal and/or lettered Emotional Support Animal | No charge |
| 5. Chicken/Rabbit/Bees Permit Fee (Annual) | \$15.00 |
| 6. Replacement tag | \$1.00 |
| 7. Late registration fee (per animal, except a Service/ESA Animal) | \$10.00 |
| 8. Animal Impound fee: Refer to Blue Mountain Humane Society Fee Schedule for reimbursement cost | Reimbursement + 20% |
| 9. Animal at large fee: | |
| a. 1st offense | \$250.00 |
| b. 2nd offense within 12 months | \$500.00 |
| c. 3rd and subsequent within 12 months | \$1,000.00 |
| 10. Failure to license animal | \$150.00 |
| 11. Failure to obtain rabies vaccination/provide proof of rabies vax | \$150.00 |

12. Dangerous Dog – Chapter 6.32 CPMC violation	\$250.00
13. Exotic animal violation	\$250.00
14. Chicken/Bees/Rabbits Violation – Chapter 6.42	\$150.00
B. Civil Penalties/Infractions (Traffic and non-traffic, unless otherwise specified)	\$150.00
C. Bike License Fees:	
1. Lifetime license for registering owner	\$7.00
2. Replacement license	\$1.00
D. Code Enforcement:	
1. Infraction 1	\$250.00
2. Infraction 2	\$500.00
3. Infraction 3	\$1,000.00
4. Failure to secure/maintain residential rental housing license	\$250.00
E. Concealed Pistol License:	
1. Original/Initial	\$36.00
2. Original/Initial FBI Fee (subject to change by FBI)	\$13.25
3. Renewal	\$32.00
4. Late Renewal	\$42.00
5. Replacement Fee	\$10.00
F. Fingerprinting (per card)	\$10.00
G. Impound Hearing Administrative Fee	\$41.00
H. Media Fee (per incident)	\$10.00
I. Parking Infraction:	
1. First parking violation	\$25.00
2. Second parking violation within a three-month period	\$50.00
3. Third and subsequent parking violations within a six-month period	\$250.00
J. Peddler/Solicitor License (Nonrefundable): Per person, per year	\$50.00
K. Public Record Request for Police Reports (per page):	See Section 1
L. Special Events Application Fee	\$55.00
M. VISA Clearance Letter	\$10.00
N. Video Redaction Fee (Per minute of staff time)	See Section 1

SECTION 10: Water System Charges: CPMC Title 13.04

A. 13.04.050(A) Water System Connection Charges: Per unit charge	
1. Single family dwelling (including duplex – per dwelling unit) - \$3,500 per dwelling unit.	
2. Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments, not exceeding 600 square feet (excluding any covered porches, garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be assessed the applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit.	\$500.00
3. Multiple family dwelling: Per dwelling and/or rental unit.	\$3,500.00
4. Business/commercial, or public entities will be charged as per the following schedule:	
a. For one inch or smaller service	\$3,500.00
b. For a two-inch service	\$18,700.00
c. For a three-inch service	\$37,400.00
d. For a four-inch service	\$58,400.00
e. For a six-inch service	\$116,700.00

- f. Service connections larger than six inches in size will be negotiated with the city, considering the demand on the existing system and a determination of any necessary system improvements.
- 5. Mobile, manufactured and modular homes: Per unit \$3,500.00
- 6. Gardens, lawn and agricultural use: Per connection \$3,500.00
- 7. Fire service connections: Per connection \$4,200.00
- B. 13.04.050(C) Front Footage Charge: When applicable
 - 1. Per assessed front foot of the lot \$60.00
- C. 13.04.200(A) Account Names – New Account / Transfer Fee
 - 1. New account establishment fee: Per account \$9.00
 - 2. Request for transfer of service: Per account \$9.00
- D. 13.04.210 Payment of Bills – Delinquency Charges:
 - 1. Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00
 - 2. The charge for hanging a red tag shut-off warning notice \$20.00
- E. 13.04.250 Discontinuance of Service – Customer’s Request – Fee
 - 1. Per request to turn the service back on. \$15.00
- F. 13.04.260 Discontinuance – Nonpayment of Bill
 - 1. When water service has been shut off for failure to pay water charges, the reconnection charges shall be as follows:
 - a. Reconnection requested to be made during normal business \$20.00
 - b. Reconnection requested to be made outside normal business \$50.00
- G. 13.04.290 Unauthorized Turn On
 - 1. Charge per incident. \$50.00
- H. 13.04.400(A) Water Charges:
 - 1. Monthly residential base charge per unit \$44.05
 - 2. Monthly business base charge per unit \$61.88
 - 3. Consumption charge per 1,000 gallons \$1.81

SECTION 11: Wastewater System Charges: CPMC Title 13.08

- A. 13.08.525(A) Connection and Modification Fees: Per Unit Charge
 - 1. Single family dwelling (including duplex – per dwelling unit) \$3,500.00
 - 2. Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments, not exceeding 600 square feet (excluding any covered porches, garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be assessed the applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit. \$500.00
 - 3. Multiple family dwelling: Per dwelling and/or rental unit \$3,500.00
 - 4. Business/commercial: Per unit \$3,500.00
 - 5. Public entities: Per site \$3,500.00
- B. 13.08.525(B) Front Footage Charge: When applicable
 - 1. Per assessed front foot of the lot \$40.00
 - 2. 13.08.525(C) Wastewater Inspection Fee: Per Inspection. \$30.00
- C. 13.08.485(B, E) Wastewater Base Charges: Per Unit Charge
 - 1. Monthly residential base charge per unit \$53.45
 - 2. Monthly small flow nonresidential base charge \$53.45
 - 3. Monthly unmetered account base charge per unit \$53.45

- D. 13.08.485(B,E) Wastewater Consumption Charge: Per 1,000 gallons of consumption over 3,000 gallons consumed per month. (Large flow nonresidential customers are not given an unpaid consumption allowance.)
 - 1. Monthly residential consumption charge per 1,000 gallons \$5.11
 - 2. Monthly small flow nonresidential consumption charge per 1,000 gallons \$5.11
 - 3. Monthly large flow nonresidential consumption charge per 1,000 gallons \$9.28
 - 4. Monthly unmetered account consumption charge: For each calculated average of 1,000 gallons of consumption in accordance with 13.08.485(E) \$5.11
- E. 13.08.490(A) Account Transfer Charge:
 - 1. New account establishment fee: Per account \$9.00
 - 2. Request for transfer of service: Per account \$9.00
- F. 13.08.490(C) Billing Cycle and Due Date:
 - 1. Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.
- G. 13.08.495(B) Special Considerations: Vacancy Allowance
 - 1. Base charge per dwelling and/or rental unit \$53.45
- H. 13.08.500(5) Rate Reduction: Condemned/Unlivable Premises
- I. Debt service charge per dwelling and/or rental unit (maximum one year) \$11.40
- J. Southwest Sewer (Lift Station No. 7) Connection Assessments
 - 1. Single Family/Multi-Family Residential
 - a. Assessment per acre \$5,438.00
 - b. Cost per ERU (Equivalent residential unit) \$906.00
 - 2. Commercial
 - a. Assessment per acre \$5,438.00

SECTION 12: Stormwater System Charges: CPMC Title 13.15

- A. 13.15.070(C) Storm and Surface Water Charges
 - 1. Monthly residential charge per account \$10.56
 - 2. Monthly non-residential charge per ESU \$10.56
 - 3. Monthly charge with credit per ESU \$7.53
- B. 13.15.070(D) Equivalent Service Unit Definition: One Equivalent Service Unit (ESU) is established at 3,500 square feet of impervious surface area. For the purpose of computation of service charges, the number of Equivalent Service Units shall be rounded to the nearest tenth (0.10).
- C. 13.15.072 Liability for payment of bill.
 - 1. New account establishment fee: Per account. \$9.00
 - 2. Request for transfer of service: Per account. \$9.00
- D. 13.15.075 Payment of bills – Delinquent charges
 - 1. Delinquent Charges – 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.

SECTION 13: Ambulance Utility Charges: CPMC Title 13.16

- A. 13.16.070(B) Utility Fee: Classifications
 - 1. Single Family Residential (including single unit mobile home): Per unit \$6.84
 - 2. Multiple Family (including duplex, triplex, etc.): Per unit \$8.17
 - 3. Commercial/Retail/Industrial (based on calculation method in Section 13.16.070(C): Per ERU \$7.64
 - 4. Assisted Living/Nursing Home (based on calculation method in Section 13.16.070(C): Per ERU \$56.02
 - 5. Public/College/Schools (based on calculation method in Section \$7.27

13.16.070(C): Per ERU

- B. 13.16.070(C) Rates Formula: One Equivalent Residential Unit (ERU) is established at 1,985 square feet. For the purpose of computation of service charges, the number of Equivalent Residential Units shall be rounded to the nearest tenth (0.10).
- C. 13.16.080 Collection of Utility Fees.
1. New account establishment fee: Per account \$9.00
 2. Request for transfer of service: Per account \$9.00
 3. Delinquency Charges - 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00

SECTION 14: Miscellaneous Fees & Charge

- A. Web Check Electronic Services Fee \$20.00
- B. NSF Fee \$20.00
- C. Stop Payment Fee \$25.00
- D. Business Licenses \$50.00
 1. Annual renewal \$45.00

SECTION 15: Community Events

- A. Farmers Market
1. Market Membership Fees
 - a. Annual Membership Registration Fee – January 1 – June 30th \$50.00
 - b. Late Application Fee – After April 30th \$15.00
 2. Electricity Fees Per Day
 - a. Member – standard outlet (2 plugs) \$5.00
 - b. Member – 50 or 30 Amp (limited availability) \$7.00
 - c. Non-Member – standard outlet (2 plugs) \$7.00
 - d. Non-Member – 50 or 30 Amp (limited availability) \$10.00
- B. Other City Events
1. Daily Fees
 - a. Member Daily Fee Standard Booth (10'x10') \$10.00
 - b. Member Daily Fee Oversize Booth (10'x20') \$15.00
 - c. Non-Member Daily Fee Standard Booth (10'x10') \$20.00
 - d. Non-Member Daily Fee Oversize Booth (10'x20') \$30.00
 - e. Non-Profit Daily Fee \$5.00
 - f. Youth Vendor Fee \$5.00
- C. Parks
1. Reservations
 - a. First come/first served No charge
 - b. Restrict site access per hour – City resident \$10.00
 - c. Restrict site access per hour – Non-resident \$15.00
 2. Park setup/cleanup
 - a. Hourly (resident) Staff cost +10%
 - b. Hourly (non-resident) Staff cost +20%
- D. Special Events
1. Application Fee Varies by event

SECTION 16: Vacant/Abandoned Property

- A. Vacant Property Registration and Maintenance

- | | |
|---|----------------|
| 1. Registration Fee | \$200.00 |
| 2. Annual fee for property that remains vacant through December 31 | \$150.00 |
| 3. Late Fee | Additional 20% |
| B. Abandoned Property | |
| 1. Fee for property declared abandoned- non-construction site | \$500.00 |
| 2. Additional annual fee after Jan 1 st where the property remains abandoned | \$250.00 |
| 3. Fee for property declared abandoned – under construction/construction stopped before completion fee due on Jan 1 or July 1 whichever date is soonest after 45 days has passed after property under construction declared abandoned and no notable and consistent construction has occurred | \$1,000.00 |
| 4. Additional biannual fee for each 6month period the property remains abandoned and under construction/construction stopped before completion | \$500.00 |
| 5. Late Fee | Additional 20% |

SECTION 17: Legal fees:

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|--|-------------------|
| A. Hourly charge based upon current salary ordinance | Actual costs +20% |
|--|-------------------|

SECTION 18: Information Technology fees:

- | | |
|--|-------------------|
| A. Hourly charge based upon current salary ordinance | Actual costs +20% |
|--|-------------------|

Effective Date: Rates, fees, and other charges shall be effective September 1, 2025; after passage and approval as provided by law.

Clerical Corrections: The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

PASSED by the City Council of the City of College Place, Washington, on the 9th day of September 2025.

APPROVED:

ATTEST:

Norma Hernández– Mayor

Maryelizabeth Garcia – City Clerk

City of College Place, Washington
RESOLUTION NO. ~~24-08325-XXX~~

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE RELATING TO
ADMINISTRATIVE FEES OF THE COLLEGE PLACE MUNICIPAL CODE**

WHEREAS, the City adopted Resolution 24-0~~8307~~ on ~~December~~February 27^{10th}, 2024; and

WHEREAS, there is an imminent need to update and revise fees for 2025; and

WHEREAS, the City intends to re-affirm all previously adopted administrative fees;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of College Place that the following fees and charges shall henceforth be charged:

SECTION 1: ALL FEES ARE MANDATORY AND NON-REFUNDABLE UNLESS OTHERWISE ALLOWED BY COLLEGE PLACE MUNICIPAL CODE, RESOLUTION OF CITY OF COLLEGE PLACE CITY COUNCIL, OR APPLICABLE FEDERAL OR STATE LAW. ALL ACTUAL COSTS ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; ALL STAFF COSTS ARE BASED UPON SALARY ORDINANCE IN EFFECT AT TIME OF WORK AND ARE SUBJECT TO AN ADDITIONAL 20% ADMINISTRATIVE FEE; NOTE: CITY HAS AUTHORITY TO REQUEST A DEPOSIT BEFORE PERFORMING ANY WORK OR MAKING ANY EXPENDITURES; NOTE: MULTIPLE FEES MAY APPLY

SECTION 2: General Administrative Fees

A. Copy / Duplication / Delivery (Charges may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request.)

1. General paper copies per page (b/w or color)	\$0.15
2. Scanned copies per page	\$0.10
3. Electronic files per 4 files	\$0.05
4. Large electronic documents per 1GB	\$0.10
5. Certification of copies per page	\$3.00
6. USB thumb drive	\$4.74
7. DVD/CD	\$0.17
8. DVD/CD paper sleeve	\$0.06
9. DVD/CD jewel case	\$0.31
10. Envelope 6x9	\$0.10
11. Envelope 9x12	\$0.17
12. Envelope 10x13	\$0.18
13. Envelope #10	\$0.04
14. Address label	\$0.07
15. Postage or other delivery cost	Actual cost
16. Staff time to copy and/or send files – per minute, 2 minute minimum	\$0.41
17. Redaction of Body Camera Footage – per minute	\$0.69
18. Copy/Duplication fee deposit for large copy/duplication requests	10% of estimate

- B. Other General Administrative Fees – request for *information* or *data* (versus records)
 1. Requests for **information** requiring significant research: Hourly charge based upon current salary ordinance; actual cost for third party work + 20%
 2. Requests for data or data reports which are not in a relatively easily accessible or reportable form: Hourly charged based upon current salary ordinance; actual cost for third party work + 20%; actual cost for IT product +20%
 3. Third-party expenditures: Actual cost + 20%
 4. All other chargeable expenses: Hourly charge based upon current salary ordinance

SECTION 3: General Code Enforcement CPMC 1.20.040

- | | |
|-----------------------|------------|
| A. Civil Infraction 1 | \$250.00 |
| B. Civil Infraction 2 | \$500.00 |
| C. Civil Infraction 3 | \$1,000.00 |

SECTION 4: Community Development Inspection and Permitting Fees

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|--|---------|
| A. Adult Family Home Inspection: Per site visit | \$66.00 |
| B. Assisted Living Facilities Inspection: Per site visit | \$66.00 |
| C. Construction Permit: <ol style="list-style-type: none"> 1. Building Permit & Grading Permit Fees Per Table 1-A | |

TABLE 1-A - COLLEGE PLACE PERMIT FEES	
Total Valuation	Fee
\$1.00 to \$500.00	\$25.85
\$501.00 to \$2,000.00	\$25.85 for the first \$500 plus \$3.35 for each additional \$100.00, or fraction hereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$76.10 for the first \$2,000.00 plus \$15.40 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$430.30 for the first \$25,000.00 plus \$11.11 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$708.05 for the first \$50,000.00 plus \$7.70 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,093.05 for the first \$100,000.00 plus \$6.15 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,553.05 for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,000.01 and up	\$6,178.05 for the first \$1,000,000.00 plus \$3.50 for each additional \$1,000.00, or fraction thereof.

2. Building and Project Valuation shall be determined by using the design professional's (Architect/Engineers) Project Cost or the most recent Building Valuation Data (BVD) Sheet. The BVD is adjusted/updated at six-month intervals. Projects not identified in the Data Sheet will be valued by using the total project cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director.

3. Fees for repair, alteration, or remodel are based on the total Project Cost provided by the Applicant, Contractor's estimate/bid, or Design Professional's estimate as approved by the Community Development Director of work to be performed as submitted by the applicant.
4. Improvements including and within the building shall be assessed as a Building Permit Fee. Site and utility-related improvements outside of the building shall be assessed as a Grading Permit Fee.
5. Project Cost provided by the Applicant shall include labor. If labor costs are not provided, the Project Cost will be increased by multiplying the project material (included sales tax) by 50%
6. A State Building Code Council (SBCC) fee will be assessed on all building permits.
 - a. Residential Building Permits
 - i. Each building permit \$6.50
 - ii. Surcharge for each residential unit after the first unit \$2.00
 - b. Commercial Building Permits
 - i. Each building permit \$25.00
 - ii. Surcharge for each residential unit after the first unit \$2.00
- D. Fences over 7 feet high – Valuation Based, see *Construction Permit* above
- E. Fence Placement Permit – see *Section 8: Public Works*
- F. Mechanical Permit – Equivalent Appliance Replacement:
 1. Residential – per appliance/unit \$66.00
 2. Commercial – per appliance/unit \$100.00
- G. Mechanical Permit – Commercial alteration or expansion to an existing system: Project value, permit fee per Table 1-A of this resolution.
- H. Mechanical Permit – New Construction or Remodel 15% of building permit fee
- I. Plumbing – Over the Counter Permit:
 1. Backflow Device \$66.00
 2. Water Heater \$66.00
 3. Building Sewer \$66.00
 4. Moving or Adding Fixture \$66.00
- J. Plumbing Permit – New Construction or Remodel 15% of building permit fee
- K. Demolition Permit:
 1. Per Building \$66.00
 2. Additional fee for primary structures older than 60 years of age \$100.00
- L. Licensed Childcare Provider Facilities Inspection: Per site visit \$66.00
- M. Manufactured Home Placement Permit \$250.00
- N. Miscellaneous Inspections not otherwise listed in fee schedule: Per site visit/inspection \$66.00
- O. Plan Check Fees
 1. Internal Review: 65% of the buildings permit fee assessed.
 2. Third Party Review: Actual cost + 20%
- P. Re-inspection Fee (fee must be paid prior to requested inspection) \$66.00
- Q. Roofing Permit:
 1. Residential: \$132.00
 2. Commercial: Based on project value
- R. Signs
 1. Building mounted sign \$100.00
 2. Additional building mounted sign \$50.00
 3. Pole and/or monument sign: \$50 site plan review fee + fee based on project valuation (Table 1-A)
- S. Solar Panel Permit
 1. Residential \$95.00

2. Commercial	Fee based on project valuation (Table 1-A)
T. Third-Party expenditures	Actual cost +20%
U. Work commencing before permit issuance	Permit fees shall double

SECTION 5: Community Development Fees (cont.) – Planning Process/Actions fees

A. Advertising/Publication Cost	Actual Cost +20%
B. Annexation/De-Annexation	\$250.00
C. Appeals (Requires a \$1,500 deposit)	Actual Cost + 20%
D. Binding Site Plan	\$750.00
E. Boundary Line Adjustment	\$100.00
F. Comprehensive Plan, Land Use, & Title 14 Unified Development Code Amendment	\$1,000.00
G. Comprehensive Plan, Land Use, & Title 14 Unified Development Code Amendment proposed by a 501(c)(3) organization	Waived
H. Comprehensive Plan Urban Growth Area Amendment	\$2,000.00
I. Conditional Use Permit (CUP)	\$500.00
J. Critical Areas Review	\$400.00
K. Critical Areas Permit Project value	Permit fee based on project valuation (Table 1-A)
L. Development Agreement, Renewal, Amendment, or Assignment	\$2,000.00
M. Environmental Impact Statement (EIS)	Actual Cost + 20%
N. Master Planned Development	\$2,000.00
O. Mobile Vendor/Food Cart/Food Cart Pod	See Special Use Permit
P. Multi-family Housing Tax Exemption (\$25.00 Per Dwelling Unit)	\$150.00
Q. Hearing Examiner Services	Actual Cost + 20%
R. Preliminary Plat	\$900.00
S. Plats, Final	\$350.00
T. Plats, Short	\$400.00
U. Plats, Final Short	\$250.00
V. Plat Amendments / Replat	\$250.00
W. SEPA Checklist	\$250.00
X. Special Use Permit	\$150.00
1. Annual renewal fee	\$50.00
2. Late annual renewal	\$150.00
Y. Site Plan Application: Commercial	\$900.00
Z. Site Plan Review - Type 1	\$66.00
AA. Third Party Services	Actual Cost + 20%
BB. Variance / Non-Conforming Use	\$500.00
CC. Vacation Rental – Short Term Application (Per Dwelling Unit)	See Special Use Permit
DD. Zoning Amendments	\$500.00
EE. Zoning & Land Use Compliance Letter	\$69.00
FF. Wireless Communication Facilities Fees	See Conditional Use Permit

SECTION 6: Engineering Site Plan / Development Support Review Fees

A. Third Party Professional Services	Actual Cost + 20%
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SECTION 7: Fire Department Fees

A. CPR & First Aid Classes	Actual Cost
B. Commercial Cooking Hood (New installations) Plan Review	\$100.00

C. EMS Basic Life Support (BLS) Transportation Services	
1. Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rate	\$550.00
b. BLS Emergency Rate	\$650.00
c. Mileage Rate	\$12.00/mile
2. Non-Walla Walla County Resident Rates:	
a. BLS Non-Emergency Rates	\$750.00
b. BLS Emergency Rate	\$850.00
c. Mileage Rate	\$12.00/mile
D. Extinguisher Classes	Actual Cost+20%
E. False Alarm Fees:	
1. Alarm system malfunction (1st call)	No Charge
2. Alarm system malfunction 5 or more days after notification of need for servicing (1 st call)	\$25.00
3. Alarm system malfunction 5 or more days after notification of need for servicing (2 nd call)	\$100.00
4. Alarm system malfunction 5 or more days after notification of need for servicing (after 2 nd call)	\$250.00
5. Accidental alarm activation (1 st call)	No Charge
6. Accidental alarm activation five days or more after notification of need for protection of alarm activation device	\$100.00
7. Malicious alarm activation	\$500.00
8. Malicious discharge of extinguisher	\$500.00
9. Malicious damage to fire alarm system	\$500.00
F. Fire Detection Systems (New Installation) Plan Review / Inspection	\$100.00
G. Fire Hydrants (each) Determination of Placement / Inspection	\$100.00
H. Fire Sprinkler Systems (per riser on new installation) Plan Review	\$200.00
I. Fireworks Permits for Sales	State mandated rate
J. Fireworks Use / Display Permit – Per State Mandated Rate	\$100.00
K. Haz Mat Fee: In accordance with the Washington State Association of Fire Chiefs	
L. Hydrant Flow Tests (By Request)	\$50.00
M. Nuisance Abatement Notice Fee	\$50.00
N. Nuisance Abatement Arranged by the Fire Department	Actual cost + 20%
O. Plan Review Fee – Initial Review	\$45.00 per hour
P. Plan Review Fee – For Revisions	\$45.00 per hour
Q. Plan Review Fee by Outside Agency / Vendor	Actual cost + 20%
R. Re-inspection Fee for Non-Compliance	\$100.00
S. Reports:	
1. Copy of EMS Report	See Section 1
2. Copy of Fire Report	See Section 1
3. Other Reports	See Section 1
T. Requests for Code Alternate/Variance	\$100.00
U. Special Inspection/Review/Permit	\$100.00
V. Salvage Fees for Insurance Companies:	
1. Maximum charge for single-family dwelling salvage	\$1,000.00
2. Maximum charge for commercial salvage	\$2,000.00
3. Debris removal (per cubic yard)	\$30.00
4. Boarding of windows and doors (per window or door)	\$30.00
5. Furniture salvage (per room)	\$40.00
6. Water removal (per sq. ft.)	\$2.50

7. Sump pump (flat fee plus \$15.00 per hour)	\$120.00
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SECTION 8: Public Works Fees

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| A. Brush, Debris, & Leaf Collection/removal Fee Between December 31–September 1. Charged hourly based upon current salary ordinance and actual costs + 20% | |
| B. Banners Attached to City Property | |
| 1. Application Fee Per Installation | \$69.00 |
| 2. Per Banner Installation/removal Fee | \$37.50 |
| C. Commercial Cross Connection Site Inspection Fee | \$25.00 |
| D. Dye Test | \$25.00 |
| E. Equipment Rental Fees | As determined by the PW Director for each piece of equipment used |
| F. Equipment Charge Fees | As determined by the PW Director for each project/repair/service |
| G. Fence Placement Permit | \$66.00 |
| H. Fences over 7 feet high | See Section 4 – Community Development |
| I. Fire Hydrant Meter & Backflow Fees: | |
| 1. Deposit | \$500.00 |
| 2. Rental Fee: Per day | \$7.00 |
| 3. Install Fee | \$30.00 |
| 4. Removal Fee | \$30.00 |
| 5. Actual cost of water used (per 1,000 gallons) | See Section 10 |
| J. Franchise Application; Franchise Renewal; Franchisee Transfer | \$5,000.00 |
| K. Labor – During Business Hours: Based upon current salary ordinance | \$57.15 per hour |
| L. Labor – After Business Hours/Holidays: Based upon current salary ordinance | \$85.72 per hour |
| M. Leaf Collection Fee (December 31–September 1 following year) | \$10.00 |
| N.M. Parts, Materials, Supplies provided by Public Works | Actual Cost + 20% |
| O.N. Right-of-way Permit | \$100.00 |
| P.O. Right-of-way Permit with street cut | \$200.00 |
| Q.P. Sewer Lateral Locate | \$50.00 |
| R.Q. Street Repair | Hourly charge based upon current salary ordinance, and actual costs +20% |
| S.R. Third-party expenditures | Actual cost + 20% |

SECTION 9: Police Department Fees

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|--|-------------------------------|
| A. Animal Fees | |
| 1. For each dog designated as dangerous or potentially dangerous, annual certificate of registration (CPMC 6.12.030) | \$50.00 |
| 2. For each dog with written proof of spayed or neutered | \$15.00 |
| 3. For each dog not spayed or neutered or without written proof | \$30.00 |
| 4. For each Service Animal and/or lettered Emotional Support Animal | No charge |
| 5. Chicken/Rabbit/Bees Permit Fee (Annual) | \$15.00 |
| 6. Replacement tag | \$1.00 |
| 7. Late registration fee (per animal, except a Service/ESA Animal) | \$10.00 |
| 8. <u>Animal Impound fee: Refer to Blue Mountain Humane Society Fee Schedule for reimbursement cost</u> | <u>Reimbursement + 20%</u> |
| a. For the 1st and 2nd impound in a year, per impound | \$10.00 |
| b. For the 3rd impound in a year | \$50.00 |
| c. For more than 3 impounds a year, thereafter per impound | \$100.00 |
| d. Boarding, treatment, and/or destruction | Actual costs + 20% |

9. Animal at large fee:	
a. 1st offense	\$250.00 Civil infraction 1
b. 2nd offense within 12 months	\$500.00 Civil Infraction 2
c. 3rd and subsequent within 12 months	\$1,000.00 Civil Infraction 3
10. Failure to license animal	\$150.00 Civil infraction 1
11. Failure to obtain rabies vaccination/provide proof of rabies vax	\$150.00 Civil infraction 1
12. Dangerous Dog – Chapter 6.32 CPMC violation	\$250.00 Civil infraction 2
13. Exotic animals violation	\$250.00 Civil infraction 2
14. Chicken/Bees/Rabbits <u>Violation</u> – Chapter 6.42	\$150.00 Civil infraction 2
<u>B. Civil Penalties/Infractions (Traffic and non-traffic, unless otherwise specified)</u>	\$150.00
15. Failure to secure/maintain residential rental housing license	Civil infraction 2
<u>B-C. Bike License Fees:</u>	
1. Lifetime license for registering owner	\$7.00
2. Replacement license	\$1.00
<u>C-D. Code Enforcement Infractions:</u>	
1. Infraction 1	\$250.00
2. Infraction 2	\$500.00
3. Infraction 3	\$1,000.00
4. Failure to secure/maintain residential rental housing license	\$250.00
<u>D-E. Concealed Pistol License:</u>	
1. Original/Initial	\$36.00
2. Original/Initial FBI Fee (subject to change by FBI)	\$13.25
3. Renewal	\$32.00
4. Late Renewal	\$42.00
5. Replacement Fee	\$10.00
<u>E-F. Fingerprinting (per card)</u>	\$10.00
<u>F-G. Impound Hearing Administrative Fee</u>	\$41.00
<u>G-H. Media Fee (per incident)</u>	\$10.00
<u>H-I. Parking Infraction:</u>	
1. First parking violation	\$25.00
2. Second parking violation within a three-month period	\$50.00
3. Third and subsequent parking violations within a six-month period	\$250.00
<u>I-J. Peddler/Solicitor License (Nonrefundable): Per person, per year</u>	\$50.00
<u>J-K. Public Record Request for Police Reports (per page):</u>	See Section 1
<u>K-L. Special Events Application Fee</u>	\$55.00
1. 90 days or more prior to start of event	\$55.00
2. 45-89 days prior to start of event	\$105.00
3. 44-15 days prior to the start of the event	\$150.00
4. 14 days or less prior to the start of the event	\$250.00
<u>L-M. VISA Clearance Letter</u>	\$10.00
<u>M-N. Video Redaction Fee (Per minute of staff time)</u>	See Section 1

SECTION 10: Water System Charges: CPMC Title 13.04

- A. 13.04.050(A) Water System Connection Charges: Per unit charge
- Single family dwelling (including duplex – per dwelling unit) - \$3,500 per dwelling unit.
 - Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments, not exceeding 600 square feet (excluding any covered porches,

garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be assessed the applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit.		\$500.00
3. Multiple family dwelling: Per dwelling and/or rental unit.		\$3,500.00
4. Business/commercial, or public entities will be charged as per the following schedule:		
a. For one inch or smaller service		\$3,500.00
b. For a two-inch service		\$18,700.00
c. For a three-inch service		\$37,400.00
d. For a four-inch service		\$58,400.00
e. For a six-inch service		\$116,700.00
f. Service connections larger than six inches in size will be negotiated with the city, considering the demand on the existing system and a determination of any necessary system improvements.		
5. Mobile, manufactured and modular homes: Per unit		\$3,500.00
6. Gardens, lawn and agricultural use: Per connection		\$3,500.00
7. Fire service connections: Per connection		\$4,200.00
B. 13.04.050(C) Front Footage Charge: When applicable		
1. Per assessed front foot of the lot		\$60.00
C. 13.04.200(A) Account Names – New Account / Transfer Fee		
1. New account establishment fee: Per account		\$9.00
2. Request for transfer of service: Per account		\$9.00
D. 13.04.210 Payment of Bills – Delinquency Charges:		
1. Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00		
2. The charge for hanging a red tag shut-off warning notice		\$20.00
E. 13.04.250 Discontinuance of Service – Customer’s Request – Fee		
1. Per request to turn the service back on.		\$15.00
F. 13.04.260 Discontinuance – Nonpayment of Bill		
1. When water service has been shut off for failure to pay water charges, the reconnection charges shall be as follows:		
a. Reconnection requested to be made during normal business		\$20.00
b. Reconnection requested to be made outside normal business		\$50.00
G. 13.04.290 Unauthorized Turn On		
1. Charge per incident.		\$50.00
H. 13.04.400(A) Water Charges:		
1. Monthly residential base charge per unit		\$44.05
2. Monthly business base charge per unit		\$61.88
3. Consumption charge per 1,000 gallons		\$1.81

SECTION 11: Wastewater System Charges: CPMC Title 13.08

A. 13.08.525(A) Connection and Modification Fees: Per Unit Charge		
1. Single family dwelling (including duplex – per dwelling unit)		\$3,500.00
2. Accessory dwelling unit, duplex, cottage housing, studio and one-bedroom apartments, not exceeding 600 square feet (excluding any covered porches, garages, carports, or loft space) shall be assessed a reduced system connection per unit charge (monthly residential base charges per unit are applicable). Dwelling units exceeding 600 square feet shall be assessed the		

applicable single-family dwelling or multiple family dwelling per unit charge. Reduced system connection per unit charge: Per dwelling unit.	\$500.00
3. Multiple family dwelling: Per dwelling and/or rental unit	\$3,500.00
4. Business/commercial: Per unit	\$3,500.00
5. Public entities: Per site	\$3,500.00
B. 13.08.525(B) Front Footage Charge: When applicable	
1. Per assessed front foot of the lot	\$40.00
2. 13.08.525(C) Wastewater Inspection Fee: Per Inspection.	\$30.00
C. 13.08.485(B, E) Wastewater Base Charges: Per Unit Charge	
1. Monthly residential base charge per unit	\$53.45
2. Monthly small flow nonresidential base charge	\$53.45
3. Monthly unmetered account base charge per unit	\$53.45
D. 13.08.485(B,E) Wastewater Consumption Charge: Per 1,000 gallons of consumption over 3,000 gallons consumed per month. (Large flow nonresidential customers are not given an unpaid consumption allowance.)	
1. Monthly residential consumption charge per 1,000 gallons	\$5.11
2. Monthly small flow nonresidential consumption charge per 1,000 gallons	\$5.11
3. Monthly large flow nonresidential consumption charge per 1,000 gallons	\$9.28
4. Monthly unmetered account consumption charge: For each calculated average of 1,000 gallons of consumption in accordance with 13.08.485(E)	\$5.11
E. 13.08.490(A) Account Transfer Charge:	
1. New account establishment fee: Per account	\$9.00
2. Request for transfer of service: Per account	\$9.00
F. 13.08.490(C) Billing Cycle and Due Date:	
1. Delinquent charges shall be: 8% per annum or a \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.	
G. 13.08.495(B) Special Considerations: Vacancy Allowance	
1. Base charge per dwelling and/or rental unit	\$53.45
H. 13.08.500(5) Rate Reduction: Condemned/Unlivable Premises	
I. Debt service charge per dwelling and/or rental unit (maximum one year)	\$11.40
J. Southwest Sewer (Lift Station No. 7) Connection Assessments	
1. Single Family/Multi-Family Residential	
a. Assessment per acre	\$5,438.00
b. Cost per ERU (Equivalent residential unit)	\$906.00
2. Commercial	
a. Assessment per acre	\$5,438.00

SECTION 12: Stormwater System Charges: CPMC Title 13.15

A. 13.15.070(C) Storm and Surface Water Charges	
1. Monthly residential charge per account	\$10.56
2. Monthly non-residential charge per ESU	\$10.56
3. Monthly charge with credit per ESU	\$7.53
B. 13.15.070(D) Equivalent Service Unit Definition: One Equivalent Service Unit (ESU) is established at 3,500 square feet of impervious surface area. For the purpose of computation of service charges, the number of Equivalent Service Units shall be rounded to the nearest tenth (0.10).	
C. 13.15.072 Liability for payment of bill.	
1. New account establishment fee: Per account.	\$9.00
2. Request for transfer of service: Per account.	\$9.00

D. 13.15.075 Payment of bills – Delinquent charges

1. Delinquent Charges – 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00.

SECTION 13: Ambulance Utility Charges: CPMC Title 13.16

A. 13.16.070(B) Utility Fee: Classifications

1. Single Family Residential (including single unit mobile home): Per unit \$6.84
2. Multiple Family (including duplex, triplex, etc.): Per unit \$8.17
3. Commercial/Retail/Industrial (based on calculation method in Section 13.16.070(C): Per ERU \$7.64
4. Assisted Living/Nursing Home (based on calculation method in Section 13.16.070(C): Per ERU \$56.02
5. Public/College/Schools (based on calculation method in Section 13.16.070(C): Per ERU \$7.27

B. 13.16.070(C) Rates Formula: One Equivalent Residential Unit (ERU) is established at 1,985 square feet. For the purpose of computation of service charges, the number of Equivalent Residential Units shall be rounded to the nearest tenth (0.10).

C. 13.16.080 Collection of Utility Fees.

1. New account establishment fee: Per account \$9.00
2. Request for transfer of service: Per account \$9.00
3. Delinquency Charges - 8% per annum or \$6.00 late fee, whichever is greater, for accounts with a balance due of greater than \$10.00

SECTION 14: Miscellaneous Fees & Charge

- A. Web Check Electronic Services Fee \$20.00
- B. NSF Fee \$20.00
- C. Stop Payment Fee \$25.00
- D. Business Licenses \$50.00
 1. Annual renewal \$45.00

SECTION 15: Community Events

A. Farmers Market

1. Market Membership Fees

- a. Annual Membership Registration Fee – January 1 – June 30th \$50.00
- b. Late Application Fee – After April 30th \$15.00

2. Electricity Fees Per Day

- a. Member – standard outlet (2 plugs) \$5.00
- b. Member – 50 or 30 Amp (limited availability) \$7.00
- c. Non-Member – standard outlet (2 plugs) \$7.00
- d. Non-Member – 50 or 30 Amp (limited availability) \$10.00

B. Other City Events

1. Daily Fees

- a. Member Daily Fee Standard Booth (10'x10') \$10.00
- b. Member Daily Fee Oversize Booth (10'x20') \$15.00
- c. Non-Member Daily Fee Standard Booth (10'x10') \$20.00
- d. Non-Member Daily Fee Oversize Booth (10'x20') \$30.00
- e. Non-Profit Daily Fee \$5.00
- f. Youth Vendor Fee \$5.00

C. Parks

1. Reservations
 - a. First come/first served No charge
 - b. Restrict site access per hour – City resident \$10.00
 - c. Restrict site access per hour – Non-resident \$15.00
2. Park setup/cleanup
 - a. Hourly (resident) Staff cost +10%
 - b. Hourly (non-resident) Staff cost +20%
- D. Special Events
 1. Application Fee Varies by event

SECTION 16: Vacant/Abandoned Property

- A. Vacant Property Registration and Maintenance
 1. Registration Fee \$200.00
 2. Annual fee for property that remains vacant through December 31 \$150.00
 3. Late Fee Additional 20%
- B. Abandoned Property
 1. Fee for property declared abandoned- non-construction site \$500.00
 2. Additional annual fee after Jan 1st where the property remains abandoned \$250.00
 3. Fee for property declared abandoned – under construction/construction stopped before completion fee due on Jan 1 or July 1 whichever date is soonest after 45 days has passed after property under construction declared abandoned and no notable and consistent construction has occurred \$1,000.00
 4. Additional biannual fee for each 6month period the property remains abandoned and under construction/construction stopped before completion \$500.00
 5. Late Fee Additional 20%

SECTION 17: Legal fees:

- A. Hourly charge based upon current salary ordinance Actual costs +20%

SECTION 18: Information Technology fees:

- A. Hourly charge based upon current salary ordinance Actual costs +20%

Effective Date: Rates, fees, and other charges shall be effective ~~January 1~~September 1, 2025; after passage and approval as provided by law.

Clerical Corrections: The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

PASSED by the City Council of the City of College Place, Washington, on the ~~910th~~ day of ~~September~~December 202~~5~~4.

APPROVED:

ATTEST:

Norma Hernández– Mayor

Maryelizabeth Garcia – City Clerk

**Local Agency Contract
City of College Place
625 S. College Ave.**

THIS AGREEMENT, made and entered into this _____ day of _____, _____, between the City of College Place, and Moreno & Castillo Construction under and by virtue of Title 47 RCW, as amended and

Moreno & Castillo Construction

hereinafter called the Contractor.

WITNESSETH:

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

I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

ROSE ST PEDESTRIAN LIGHTING

in accordance with and as described in the attached plans and specifications, and the standard specifications of the City of College Place and Washington Department of Transportation (WSDOT) which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

Work shall start within ten (10) calendar days from the date that the official "Notice to Proceed" is issued. Contractor will order long lead-time items and be ready to mobilize. The project shall be completed within **seventy (70) working days** from start date.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of College Place.

II. City of College Place hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above

described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the City of College Place has caused this instrument to be executed by and in the name of City of College Place the day and year first above written.

Executed by the Contractor _____, _____.

(Contractor)

Local Agency: _____

Title: _____

By: _____

Date: _____, _____



August 28, 2025

Mike Holden – Capital Projects Manager
City of College Place
625 South College Avenue
College Place, WA 99324

Via email: mholden@cpwa.us

Regarding: Recommendation of Award for Construction Contract
Rose St Pedestrian Lighting; TIB Project No. C-E-177(003)-1
Rose Street
College Place, WA

Dear Mike:

Three bids were received for the Rose St Pedestrian Lighting project and opened and read aloud at 2:00 PM August 18, 2025, at 625 South College Avenue College Place, WA 99324.

The three bids received were from:

- Moreno & Castillo Construction
- ESF Solutions, LLC
- Jones Concrete & Excavation

After the bid opening, Apex reviewed the bids. There were errors in the bid totals from Moreno & Castillo Construction and ESF Solutions, LLC. The errors were in the unit price extensions. Apex corrected the errors using the unit bid price for each item that was in error. There were no errors in Jones Concrete & Excavation's calculations.

The final values of the three bids and the Engineer's Estimate are (lowest to highest):

- Moreno & Castillo Construction - \$404,603.21
- Jones Concrete & Excavation - \$624,110.18
- ESF Solutions, LLC - \$624,627.69
- Engineer's Estimate - \$1,038,000.00

The Moreno & Castillo Construction bid is 61% (\$633,396.79) below the Engineer's Estimate.

Mike Holden, City of College Place
Recommendation for Award With Bid Tabulations
August 28, 2025
Page 2 of 2

Upon reviewing the Moreno & Castillo Construction bid proposal package for irregularities and finding none, and reaching out to references for recently completed projects, Apex recommends that the City of College Place award the Rose St Pedestrian Lighting construction project to Moreno & Castillo Construction.

Please feel free to contact me at 509.394.4070 or jeremy.weiland@apexcos.com with any questions or comments.

Sincerely,



Jeremy Weiland
Construction Manager

cc: file

Attachment(s): Bid Tabulations – Rose St Pedestrian Lighting Project.

City of College Place - Rose Street Pedestrian Lighting Project							Bids submitted August 18, 2025					
Engineer's Estimate Prepared by PBS							Moreno & Castillo Construction		Jones Concrete & Excavation		ESF Solutions, LLC	
August 20, 2025												
Item No.	Spec No.	Quantity	Unit	Description	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
DIVISION 1 GENERAL												
1	1-04.4(1)	1	CALC	Minor Change (Set at \$25,000)	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
2	1-05.4	1	LS	Roadway Surveying	\$ 16,000.00	\$ 16,000.00	\$ 7,800.00	\$ 7,800.00	\$ 20,000.00	\$ 20,000.00	\$ 12,597.02	\$ 12,597.02
3	1-05.18	1	LS	Record Drawings (Minimum Bid \$3,500)	\$ 7,000.00	\$ 7,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,702.50	\$ 3,702.50
4	1-07.15(1)	1	LS	SPCC Plan	\$ 2,000.00	\$ 2,000.00	\$ 200.00	\$ 200.00	\$ 1,500.00	\$ 1,500.00	\$ 176.31	\$ 176.31
5	1-09.7	1	LS	Mobilization	\$ 115,000.00	\$ 115,000.00	\$ 30,000.00	\$ 30,000.00	\$ 29,500.00	\$ 29,500.00	\$ 41,078.83	\$ 41,078.83
6	1-10*	1	LS	Project Temporary Traffic Control	\$ 47,000.00	\$ 47,000.00	\$ 11,500.00	\$ 11,500.00	\$ 75,000.00	\$ 75,000.00	\$ 83,230.34	\$ 83,230.34
DIVISION 2 EARTHWORK												
7	2-01*	1	LS	Clearing and Grubbing	\$ 20,000.00	\$ 20,000.00	\$ 7,200.00	\$ 7,200.00	\$ 15,000.00	\$ 15,000.00	\$ 13,910.23	\$ 13,910.23
8	2-01	FA	FA	Roadside Cleanup (Force Account \$15,000)	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
9	2-02*	1	LS	Removal of Structures and Obstructions	\$ 6,000.00	\$ 6,000.00	\$ 22,000.00	\$ 22,000.00	\$ 40,500.00	\$ 40,500.00	\$ 15,758.44	\$ 15,758.44
10	2-02*	50	LF	Removal of Cement Conc. Pedestrian Curb	\$ 20.00	\$ 1,000.00	\$ 13.25	\$ 662.50	\$ 15.00	\$ 750.00	\$ 30.42	\$ 1,521.00
11	2-02*	150	SY	Removal of Cement Conc. Sidewalk & Driveway	\$ 75.00	\$ 11,250.00	\$ 36.14	\$ 5,421.00	\$ 32.00	\$ 4,800.00	\$ 31.61	\$ 4,741.50
DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS												
12	5-04	150	SY	Pavement Repair	\$ 150.00	\$ 22,500.00	\$ 107.59	\$ 16,138.50	\$ 147.00	\$ 22,500.00	\$ 97.48	\$ 14,622.00
DIVISION 8 MISCELLANEOUS CONSTRUCTION												
13	8-01	11	EACH	Inlet Protection	\$ 150.00	\$ 1,650.00	\$ 46.00	\$ 506.00	\$ 200.00	\$ 2,200.00	\$ 96.74	\$ 1,064.14
14	8-01*	FA	FA	Erosion/Water Pollution Control (Force Account \$7,500)	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
15	8-02*	FA	FA	Landscape Restoration (Force Account \$10,000)	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
16	8-02*	783	SY	Landscape Rock Restoration	\$ 30.00	\$ 23,490.00	\$ 18.50	\$ 14,485.50	\$ 32.00	\$ 25,056.00	\$ 25.17	\$ 19,708.11
17	8-04*	50	LF	Cement Conc. Pedestrian Curb	\$ 75.00	\$ 3,750.00	\$ 21.52	\$ 1,076.00	\$ 25.00	\$ 1,250.00	\$ 43.53	\$ 2,176.50
18	8-06*	97	SY	Cement Conc. Driveway Entrance	\$ 140.00	\$ 13,580.00	\$ 121.00	\$ 11,737.00	\$ 110.00	\$ 10,670.00	\$ 117.25	\$ 11,373.25
19	8-14*	6	SY	Cement Conc. Sidewalk	\$ 175.00	\$ 1,050.00	\$ 207.00	\$ 1,242.00	\$ 90.00	\$ 540.00	\$ 272.38	\$ 1,634.28
20	8-14*	2	EACH	Cement Conc. Curb Ramp Type B	\$ 4,000.00	\$ 8,000.00	\$ 1,800.00	\$ 3,600.00	\$ 3,000.00	\$ 6,000.00	\$ 2,699.36	\$ 5,398.72
21	8-20*	1879	LF	Schedule 40 Conduit 1.25 In. PVC	\$ 58.00	\$ 108,982.00	\$ 8.78	\$ 16,497.62	\$ 38.00	\$ 71,402.00	\$ 31.16	\$ 58,549.64
22	8-20*	833	LF	Schedule 80 Conduit 1.25 In. PVC	\$ 61.00	\$ 50,813.00	\$ 10.37	\$ 8,638.21	\$ 38.80	\$ 32,320.40	\$ 40.69	\$ 33,894.77
23	8-20*	322	LF	Schedule 40 Conduit 1 In. PVC	\$ 56.00	\$ 18,032.00	\$ 7.99	\$ 2,572.78	\$ 37.70	\$ 12,139.40	\$ 106.52	\$ 34,299.44
24	8-20*	74	LF	Schedule 80 Conduit 1 In. PVC	\$ 59.00	\$ 4,366.00	\$ 11.17	\$ 826.58	\$ 38.30	\$ 2,834.20	\$ 31.01	\$ 2,294.74
25	8-20*	17500	LF	Conductor 8 AWG	\$ 5.50	\$ 96,250.00	\$ 2.57	\$ 44,975.00	\$ 2.50	\$ 43,750.00	\$ 2.89	\$ 50,575.00
26	8-20*	1950	LF	Conductor 10 AWG	\$ 4.25	\$ 8,287.50	\$ 7.36	\$ 14,352.00	\$ 1.40	\$ 2,730.00	\$ 1.61	\$ 3,139.50
27	8-20*	49	EACH	Type 1 Standard Duty Junction Box	\$ 1,350.00	\$ 66,150.00	\$ 333.67	\$ 16,349.83	\$ 60.00	\$ 2,940.00	\$ 645.01	\$ 31,605.49
28	8-20*	52	EACH	Ornamental Light Pole Foundation	\$ 6,500.00	\$ 338,000.00	\$ 1,588.04	\$ 82,578.08	\$ 2,000.00	\$ 104,000.00	\$ 1,807.04	\$ 93,966.08
29	8-20*	1	EACH	Street Light Pole	\$ 7,200.00	\$ 7,200.00	\$ 9,219.61	\$ 9,219.61	\$ 8,728.18	\$ 8,728.18	\$ 8,837.59	\$ 8,837.59
30	8-20*	16	EACH	Bollard	\$ 650.00	\$ 10,400.00	\$ 750.00	\$ 12,000.00	\$ 1,500.00	\$ 24,000.00	\$ 851.53	\$ 13,624.48
31	8-22*	3	EACH	Permanent Sign	\$ 2,000.00	\$ 6,000.00	\$ 675.00	\$ 2,025.00	\$ 1,000.00	\$ 3,000.00	\$ 1,215.93	\$ 3,647.79
HIGHLIGHTED CELLS ARE CORRECTED VALUES BASED ON UNIT PRICE					Estimate Total	\$ 1,038,000.00	Bid Total	\$ 404,603.21	Bid Total	\$ 624,110.18	Bid Total	\$ 624,627.69



August 20, 2025



PUBLIC WORKS DEPARTMENT

BID SPECIFICATIONS AND

CONTRACT DOCUMENTS FOR

ROSE ST PEDESTRIAN LIGHTING

CITY PROJECT NUMBER: Rose St Pedestrian Lighting

THIS PROJECT IS PARTIALLY FUNDED BY:
THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD PROGRAM
T.I.B. # C-E-177(003)-1

ROSE ST PEDESTRIAN LIGHTING
CITY PROJECT NUMBER: Rose St Pedestrian Lighting

BID SPECIFICATIONS AND CONTRACT DOCUMENTS

The Rose St Pedestrian Lighting plan set and this set of documents were prepared by
PBS Engineering and Environmental, LLC. under direct supervision of:



July 25, 2025

PBS Engineering and Environmental, LLC
5 North Colville Street, Suite 200
Walla Walla, WA 99362
509.956.3026

CITY OF COLLEGE PLACE, WASHINGTON

PUBLIC WORKS DEPARTMENT

Bid Specifications and Contract Documents

ROSE ST PEDESTRIAN LIGHTING

in and for the

City of College Place a
Municipal Corporation

Consisting of

VOLUME I

CALL FOR BIDS BIDDING
DOCUMENTS

CONTRACT DOCUMENTS

PROJECT GENERAL SPECIAL PROVISIONS, DIVISION 1-9
APPENDICES

VOLUME II: PROJECT CONTRACT DRAWINGS

By Order of the Mayor and City Council City

of College Place

City Project Number Rose St Pedestrian Lighting



ADDENDUM No. 1

Rose St Pedestrian Lighting
City of College Place
Apex Project: 68130.001

Addendum No. 1 to the Plans, Specifications and Contract Documents is hereby submitted for use in bid preparations and submittal.

The following changes, additions, and/or deletions are hereby made a part of the **Rose St Pedestrian Lighting project**, advertised on July 26, 2025, as fully and completely as if the same were entirely set forth in the Plans, Specifications, and Contract Documents. **The Bid opening date of August 18, 2025 at 2:00 p.m. remains unchanged.**

BIDDERS' PACKET

The **Call For Bids** is modified as follows:

The deadline for questions has changed to **3:30 PM August 11th, 2025.**

The **Bid Proposal** is modified as follows:

Bid Item #8 Roadside Cleanup, measured as Force Account (FA) – Update the Unit Cost and Total Cost to \$15,000.00

Bid Item #14 Erosion/Water Pollution Control, measured as Force Account (FA) – Update the Unit Cost and Total Cost to \$7,500.00

Bid Item #15 Landscape Restoration, measured as Force Account (FA) – Update the Unit Cost and Total Cost to \$10,000.00

Bid Item #29 Street Light Pole Foundation - Update the name of this item to "Street Light Pole".

The updated Bid Proposal is attached to this **addendum No.1** and Shall replace the current Bid Proposal.

Notice is hereby given that this addendum must be acknowledged on the BID PROPOSAL (below the signature line) for the **Rose St Pedestrian Lighting Project**, as evidence that the bidder is familiar with all changes incorporated herein.

Submitted by:


Jeremy Weiland, P.E.

Project Engineer

Rose St Pedestrian Lighting

Apex Project No. 68130.001 Addendum No. 1

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ROSE ST PEDESTRIAN LIGHTING

CALL FOR BIDS
CITY OF COLLEGE PLACE PUBLIC WORKS DEPARTMENT
ROSE ST PEDESTRIAN LIGHTING
CITY PROJECT NO. Rose St Pedestrian Lighting

The City of College Place (herein called the "Owner") invites bids for the construction of the Rose St Pedestrian Lighting project. Work includes HMA removal, concrete removal, curb and gutter removal, saw-cutting, concrete placement, curb and gutter placement, HMA placement, bollard installation, electrical conduit installation (boring and trenching), conductor installation, junction box installation, pole base installation, and other work.

****Construction of this project will require/include Contractor negotiation and coordination with PacifiCorp in order to set poles and fixtures between NE Lambert Avenue and NE Carey Court on the south side of NE Rose Street in the City of College Place.****

Sealed bids for this project will be accepted until **2:00 p.m. on Monday, August 18, 2025 at 625 S. College Ave, College Place, WA 99324**. Bids shall be sealed in a plainly marked "**Attention: Mike Holden – Capital Projects Manager, BID ENCLOSED – Rose St Pedestrian Lighting**" envelope. Bids received after the above-stated date and time will not be opened or considered. Bids will be opened and publicly read immediately after the above-stated time.

The Owner will conduct a non-mandatory pre-bid conference at the project site at **9:30 a.m. on Thursday, July 31st, 2025**. The meeting location is at the intersection of NE Damson Ave. and NE Spitzenburg St.

The Contractor is subject to all requirements related to State Prevailing Wage Rates, EEO, and Washington State Contracting Laws, etcetera. The Contract time for all work shall be **seventy (70) working days**.

****NOTE:** All asphalt paving must be completed on or before Friday, October 10, 2025**

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the Washington State Department of Transportation (WSDOT) 2024 Standard Specifications for Road, Bridge, and Municipal Construction (standard specifications), the bid proposal deposit shall be forfeited to the City of College Place.

To become an eligible bidder on the proposed project, bidders must use QuestCDN at <https://www.questcdn.com> and purchase a copy of the Contract Documents from the website for \$22. The Contract Documents are available under EBidDoc#9797744. Prime Contractors MUST download complete and full sets of bid documents to submit a bid. Viewing documents only will NOT register you as a plan holder. Registration through QuestCDN is required to bid the project and receive Contract Addenda. The Owner will not be responsible for bids based on incomplete plans and specifications. Bidders who purchase documents from QuestCDN are automatically entered onto the plan holders list. Please contact Jeremy Weiland, PBS, 509-394-4070 or jeremy.weiland@apexc.com with any questions.

Civil Rights Act:

The City of College Place, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and the Related Statutes, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, sexual orientation, gender identity, age and low income in consideration for an award.

The City of College Place expressly reserves the right to reject any or all Proposals and to waive minor irregularities or informalities and to Award the Project to the lowest responsive, responsible bidder as it best serves the interests of the City.

For questions, please contact: Jeremy Weiland, PBS, 509-394-4070 or jeremy.weiland@apexcoss.com. The deadline for questions is **3:30 p.m. August 4, 2025.**

Mike Holden, City of College Place Capital Project Manager

PART ONE

BIDDING DOCUMENTS

BIDDER'S CHECKLIST

The bidder's attention is especially called to the following forms, which must be executed in full as required and submitted at the bid opening:

PROPOSAL

Unit prices for all items, all extensions, and total amount of bid must be shown, except those items designated in the estimate of quantities to be paid for as lump sum. *Any item shown on the Plans that does not have a bid item shall be considered incidental to the project and the costs thereof shall be included in other bid items of the project.* Pay special attention to the Non-Collusion Declaration before signing the proposal. An unsigned bid may be considered a non-responsive bid.

BID BOND

Proposals must be accompanied by cash, a certified check, a cashier's check drawn on a bank of good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Washington, in an amount of not less than five percent (5%) of the total amount of the bid submitted. The full amount will be returned within five (5) days after the contract has been executed.

Item	Confirmation (Provide Initials)
Did you initial each Item on this Bidder's Checklist and include the checklist with the bid?	DM
Did you sign your bid proposal?	DM
Did you acknowledge receipt of addenda on the Bid Proposal?	DM
Did you provide a completed Local Agency Proposal Bond or provide other form of proposal guaranty in the amount of 5% of the total bid?	DM
Did you complete the Local Agency Proposal Signature Page and include it with the bid?	DM
Did you complete the Contractor Certification and include it with the bid?	DM
Did you complete the Local Agency Subcontractor List and include it with the bid?	DM
Did you read the Non-Collusion Declaration and Notice to All Bidders?	DM

Include this checklist with the bid proposal.

BID PROPOSAL

To the Office of Public Works
College Place, Washington

The undersigned hereby certifies that he has examined the location of

ROSE ST PEDESTRIAN LIGHTING,
CITY OF COLLEGE PLACE PROJECT NO. Rose St Pedestrian Lighting

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 thereof 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 should be shown. All entries must be typed or entered in ink.)

BID ITEMS AND QUANTITIES

Item No.	Spec No.	Qty	Unit	Description	Unit Price	Total Cost
DIVISION 1 GENERAL						
1	1-04.4(1)	1	CALC	Minor Change (Set at \$25,000)	\$25,000.00	\$25,000.00
2	1-05.4	1	LS	Roadway Surveying	\$7,800.00	\$7,800.00
3	1-05.18	1	LS	Record Drawings (Minimum Bid \$3,500)	\$3,500.00	\$3,500.00
4	1-07.15(1)	1	LS	SPCC Plan	\$200.00	\$200.00
5	1-09.7	1	LS	Mobilization	\$30,000.00	\$30,000.00
6	1-10*	1	LS	Project Temporary Traffic Control	\$11,500.00	\$11,500.00
DIVISION 2 EARTHWORK						
7	2-01*	1	LS	Clearing and Grubbing	\$7,200.00	\$7,200.00
8	2-01	1	FA	Roadside Cleanup (Force Account \$15,000)	\$15,000.00	\$15,000.00
9	2-02*	1	LS	Removal of Structures and Obstructions	\$22,000.00	\$22,000.00
10	2-02*	50	LF	Removal of Cement Conc. Pedestrian Curb	\$13.25	\$662.50
11	2-02*	150	SY	Removal of Cement Conc. Sidewalk & Driveway	\$36.14	\$5,421.00
DIVISION 5 SURFACE TREATMENTS AND PAVEMENTS						
12	5-04	150	SY	Pavement Repair	\$107.59	\$16,138.50
DIVISION 8 MISCELLANEOUS CONSTRUCTION						
13	8-01	11	EACH	Inlet Protection	\$46.00	\$506.00
14	8-01*	FA	FA	Erosion/Water Pollution Control (Force Account \$7,500)	\$7,500.00	\$7,500.00

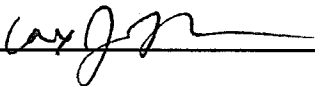
Item No.	Spec No.	Qty	Unit	Description	Unit Price	Total Cost
15	8-02*	FA	FA	Landscape Restoration (Force Account, \$10,000)	\$10,000.00	\$10,000.00
16	8-02*	783	SY	Landscape Rock Restoration	\$18.50	\$14,485.00
17	8-04*	50	LF	Cement Conc. Pedestrian Curb	\$21.52	\$1,076.00
18	8-06*	97	SY	Cement Conc. Driveway Entrance	\$121.00	\$11,737.00
19	8-14*	6	SY	Cement Conc. Sidewalk	\$207.00	\$1,242.00
20	8-14*	2	EACH	Cement Conc. Curb Ramp Type B	\$1,800.00	\$3,600.00
21	8-20*	1879	LF	Schedule 40 Conduit 1.25 In. PVC	\$8.79	\$16,497.62
22	8-20*	833	LF	Schedule 80 Conduit 1.25 In. PVC	\$10.37	\$8,638.21
23	8-20*	322	LF	Schedule 40 Conduit 1 In. PVC	\$7.99	\$2,572.78
24	8-20*	74	LF	Schedule 80 Conduit 1 In. PVC	\$11.17	\$826.58
25	8-20*	17500	LF	Conductor 8 AWG	\$2.57	\$44,975.00
26	8-20*	1950	LF	Conductor 10 AWG	\$7.36	\$14,352.00
27	8-20*	49	EACH	Type 1 Standard Duty Junction Box	\$333.67	\$16,349.93
28	8-20*	52	EACH	Ornamental Light Pole Foundation	\$1,588.04	\$82,578.08
29	8-20*	1	EACH	Street Light Pole	\$9,219.61	\$9,219.61
30	8-20*	16	EACH	Bollard	\$750.00	\$12,000.00
31	8-22*	3	EACH	Permanent Sign	\$675.00	\$2,025.00
Construction Total						\$404,603.21


Signature of Owner or Corporate Officer

The City of College Place reserves the right to reject any or all proposals if found to be higher than the estimated cost and to waive any formality or technicality in any proposal in the interest of the City. The City of College Place also reserves the right to delete any or all portions of individual bid items.

Acknowledgement of Addenda (if any)

Initial or sign and provide Addendum date on the line below.

Addendum 1  08-08-2025

Addendum 2 _____

Addendum 3 _____

Addendum 4 _____

**Local Agency Proposal Bond
City of College Place
625 S. College Ave.**

KNOW ALL MEN BY THESE PRESENTS, That we, Dax Moreno Construction Company, LLC

of Walla Walla, WA as principal, and the Old Republic Surety Company

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

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

Rose Street Pedestrian Lighting

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

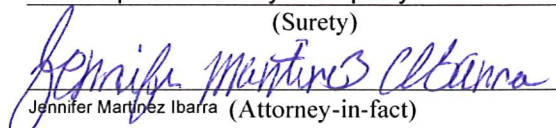
NOW, THEREFORE, If the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish bond as required by the City of College Place within a period of twenty (20) days from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

IN TESTIMONY WHEREOF, The principal and surety have caused these presents to be signed and sealed this 13th day of August, 2025.

Dax Moreno Construction Company, LLC


Dax Moreno (Principal)

Old Republic Surety Company
(Surety)


Jennifer Martinez Ibarra (Attorney-in-fact)



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Jennifer Martinez Ibarra

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

Principal: Dax Moreno Construction Company, LLC

Obligee: City of College Place

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

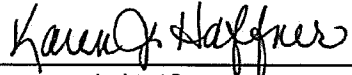
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of September, 2022.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

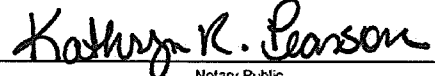



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2026

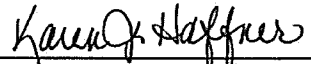
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 13th day of August, 2025.


Assistant Secretary

**Local Agency Proposal -
Signature Page
City of College Place
625 S. College Ave.**

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.

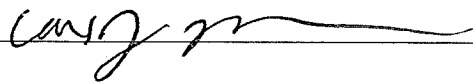
A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below is attached hereto:

Cash	☐	In the Amount of _____
Cashier's Check	☐	_____ Dollars
Certified Check	☐	(\$_____) Payable to the State Treasurer
Proposal Bond	☒	In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) 1, _____ & _____

Signature of Authorized Official(s)

Proposal Must be Signed →



Firm Name Dax Moreno Construction Company, LLC
aka: Moreno Castillo Construction, LLC
Address 9216 N. 10th Ave
Walla Walla, WA 99362

State of Washington Contractor's License No. DA XMOM C037 BC
Federal ID No. 01-4190865

Note:

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



Contractor Certification
Wage Law Compliance - Responsibility Criteria
Washington State Public Works Contracts

**FAILURE TO RETURN THIS CERTIFICATION AS PART OF THE BID PROPOSAL PACKAGE WILL
MAKE THIS BID NONRESPONSIVE AND INELIGIBLE FOR AWARD**

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

Bidder Name: Dax Moreno Construction Company, LLC dba: Moreno Castillo Construction, LLC
Name of Contractor/Bidder - Print full legal entity name of firm

By: [Signature] Dax Moreno
Signature of authorized person Print Name of person making certifications for firm

Title: owner **Place:** Walla Walla, WA
Title of person signing certificate Print city and state where signed

Date: 08-18-2025

City of College Place
625 S College Avenue

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name Day Moreno Construction Company, LLC dba: Moreno Castillo Construction, LLC

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name Walla Walla Electric, INC
 Work to be performed Electrical

Subcontractor Name Moreno Castillo (self)
 Work to be performed rebar / steel (foundations)

Subcontractor Name _____
 Work to be performed _____

Subcontractor Name _____
 Work to be performed _____

Subcontractor Name _____
 Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

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

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

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

PART TWO
CONTRACT DOCUMENTS

**Local Agency Contract
City of College Place
625 S. College Ave.**

THIS AGREEMENT, made and entered into this day of , .
between the City of College Place, and
_____ under and by virtue of Title 47 RCW, as amended and

hereinafter called the Contractor.

WITNESSETH:

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

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for:

ROSE ST PEDESTRIAN LIGHTING

in accordance with and as described in the attached plans and specifications, and the standard specifications of the City of College Place and Washington Department of Transportation (WSDOT) which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

Work shall start within ten (10) calendar days from the date that the official "Notice to Proceed" is issued. Contractor will order long lead-time items and be ready to mobilize. The project shall be completed within **seventy (70) working days** from start date.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of College Place.

- II. City of College Place hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above

described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to full performance of all covenants required of the Contractor in the contract.

IV. It is further provided that no liability shall attach to the State by reason of entering into this contract, except as provided herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the City of College Place has caused this instrument to be executed by and in the name of City of College Place the day and year first above written.

Executed by the Contractor _____.

(Contractor)

Local Agency: _____

Title: _____

By: _____

Date: _____, _____

PUBLIC WORKS PAYMENT BOND

to City of College Place, WA

Bond No. _____

_____, Washington, (_____) has awarded to _____ (Principal), a Contract for the construction of the project designated as _____, Project No. _____, in _____, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to _____, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 60.28, 39.08, and 39.12 including all workers, laborers, mechanics, subcontractors, lower tier subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Title 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the _____ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns, (or the subcontractors or lower tier subcontractors of the Principal) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material persons, and all persons who shall supply such contractor or subcontractors with provisions and supplies for the carrying on of such work.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____ Date _____

Surety Signature _____ Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PUBLIC WORKS PERFORMANCE BOND

to ____City of College Place____, WA

Bond No. _____

____The City of College Place _____, Washington, (____City____) has awarded to _____ (Principal), a Contract for the construction of the project designated as _____, Project No. _____, in _____, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the _____, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety agrees to indemnify, defend, and protect the _____ against any claim of direct or indirect loss resulting from the failure of the Principal, its heirs, executors, administrators, successors, or assigns (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

The Surety agrees to be bound by the laws of the state of Washington and subjected to the jurisdiction of the state of Washington.

PRINCIPAL

SURETY

Principal Signature _____

Date _____

Surety Signature _____

Date _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Local office/agent of Surety Company:

Name _____

Telephone _____

Address _____

PART THREE
SPECIAL PROVISIONS
DIVISIONS 1-9

INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

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

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of College Place Standard Specifications & Drawings

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

Division 1
General Requirements

1-01 DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of ***NE Rose Street by constructing pedestrian lights and street lights along NE Rose Street from NE Ash Avenue to NE Carey Court *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 19, 2022 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 or WSDOT General Special Provisions, to the terms "Department of Transportation", "Washington State Transportation

1 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",
2 and "State Treasurer" shall be revised to read "Contracting Agency".
3
4 All references to the terms "State" or "state" shall be revised to read "Contracting
5 Agency" unless the reference is to an administrative agency of the State of Washington,
6 a State statute or regulation, or the context reasonably indicates otherwise.
7
8 All references to "State Materials Laboratory" shall be revised to read "Contracting
9 Agency designated location".
10
11 All references to "final contract voucher certification" shall be interpreted to mean the
12 Contracting Agency form(s) by which final payment is authorized, and final completion
13 and acceptance granted.
14
15 **Additive**
16 A supplemental unit of work or group of bid items, identified separately in the Bid
17 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition
18 to the base bid.
19
20 **Alternate**
21 One of two or more units of work or groups of bid items, identified separately in the Bid
22 Proposal, from which the Contracting Agency may make a choice between different
23 methods or material of construction for performing the same work.
24
25 **Business Day**
26 A business day is any day from Monday through Friday except holidays as listed in
27 Section 1-08.5.
28
29 **Contract Bond**
30 The definition in the Standard Specifications for "Contract Bond" applies to whatever
31 bond form(s) are required by the Contract Documents, which may be a combination of a
32 Payment Bond and a Performance Bond.
33
34 **Contract Documents**
35 See definition for "Contract".
36
37 **Contract Time**
38 The period of time established by the terms and conditions of the Contract within which
39 the Work must be physically completed.
40
41 **Notice of Award**
42 The written notice from the Contracting Agency to the successful Bidder signifying the
43 Contracting Agency's acceptance of the Bid Proposal.
44
45 **Notice to Proceed**
46 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
47 and directing the Contractor to proceed with the Work and establishing the date on which
48 the Contract time begins.
49
50 **Traffic**
51 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
52 equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(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:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	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.

1-02.4(1) General

(December 30, 2022 APWA GSP Option B)

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

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

1 **1-02.5 Proposal Forms**

2 *(July 31, 2017 APWA GSP)*

3
4 Delete this section and replace it with the following:

5
6 The Proposal Form will identify the project and its location and describe the work. It will
7 also list estimated quantities, units of measurement, the items of work, and the materials
8 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
9 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
10 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
11 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
12 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
13 Registration Number; and a Business License Number, if applicable. Bids shall be
14 completed by typing or shall be printed in ink by hand, preferably in black ink. The
15 required certifications are included as part of the Proposal Form.

16
17 The Contracting Agency reserves the right to arrange the proposal forms with alternates
18 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
19 bid on all alternates and additives set forth in the Proposal Form unless otherwise
20 specified.

21 **1-02.6 Preparation of Proposal**

22 *(January 4, 2024 APWA GSP 1-02.6, Option B)*

23
24 Supplement the second paragraph with the following:

- 25 4. If a minimum bid amount has been established for any item, the unit or lump sum
26 price must equal or exceed the minimum amount stated.
- 27 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
28 initialed by the signer of the bid.

29
30 Delete the last two paragraphs, and replace them with the following:

31
32 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
33 Compliance form, provided by the Contracting Agency. Failure to return this certification
34 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
35 Award. A Contractor Certification of Wage Law Compliance form is included in the
36 Proposal Forms.

37
38 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

39
40 A bid by a corporation shall be executed in the corporate name, by the president or a
41 vice president (or other corporate officer accompanied by evidence of authority to sign).

42
43 A bid by a partnership shall be executed in the partnership name, and signed by a
44 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any
45 DBE requirements are to be satisfied through such an agreement.

46
47 A bid by a joint venture shall be executed in the joint venture name and signed by a
48 member of the joint venture. A copy of the joint venture agreement shall be submitted
49 with the Bid Form if any DBE requirements are to be satisfied through such an
50 agreement.

1
2 **1-02.7 Bid Deposit**
3 *(March 8, 2013 APWA GSP)*
4

5 Supplement this section with the following:
6

7 Bid bonds shall contain the following:

- 8 1. Contracting Agency-assigned number for the project;
- 9 2. Name of the project;
- 10 3. The Contracting Agency named as obligee;
- 11 4. The amount of the bid bond stated either as a dollar figure or as a percentage which
12 represents five percent of the maximum bid amount that could be awarded;
- 13 5. Signature of the bidder's officer empowered to sign official statements. The signature
14 of the person authorized to submit the bid should agree with the signature on the
15 bond, and the title of the person must accompany the said signature;
- 16 6. The signature of the surety's officer empowered to sign the bond and the power of
17 attorney.
18

19 If so stated in the Contract Provisions, bidder must use the bond form included in the
20 Contract Provisions.
21

22 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
23

24 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
25 *(July 23, 2015 APWA GSP)*
26

27 Delete this section, and replace it with the following:
28

29 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
30 withdraw, revise, or supplement it if:
31

- 32 1. The Bidder submits a written request signed by an authorized person and
33 physically delivers it to the place designated for receipt of Bid Proposals, and
- 34 2. The Contracting Agency receives the request before the time set for receipt of
35 Bid Proposals, and
- 36 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
37 Agency before the time set for receipt of Bid Proposals.
38

39 If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received
40 before the time set for receipt of Bid Proposals, the Contracting Agency will return the
41 unopened Proposal package to the Bidder. The Bidder must then submit the revised or
42 supplemented package in its entirety. If the Bidder does not submit a revised or
43 supplemented package, then its bid shall be considered withdrawn.
44

45 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
46 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
47 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.
48
49

1-02.13 Irregular Proposals

(January 4, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's 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;
 - h. 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 in accordance with Section 1-07.11;
 - i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
2. A Proposal may be considered irregular and may be rejected if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

1 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
2 responsibility criteria in RCW 39.04.350(1), as amended.

3
4 The Contracting Agency will verify that the Bidder meets the mandatory bidder
5 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the
6 Contracting Agency reserves the right to request documentation as needed from the
7 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder
8 responsibility criteria.

9
10 If the Contracting Agency determines the Bidder does not meet the mandatory bidder
11 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the
12 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.
13 If the Bidder disagrees with this determination, it may appeal the determination within two
14 (2) business days of the Contracting Agency's determination by presenting its appeal and
15 any additional information to the Contracting Agency. The Contracting Agency will
16 consider the appeal and any additional information before issuing its final determination.
17 If the final determination affirms that the Bidder is not responsible, the Contracting Agency
18 will not execute a contract with any other Bidder until at least two business days after the
19 Bidder determined to be not responsible has received the Contracting Agency's final
20 determination.

21 **1-02.15 Pre Award Information** 22 *(December 30, 2022 APWA GSP)*

23
24 Revise this section to read:

25
26 Before awarding any contract, the Contracting Agency may require one or more of these
27 items or actions of the apparent lowest responsible bidder:

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

39 40 **1-03 Award and Execution of Contract**

41 42 **1-03.1 Consideration of Bids** 43 *(December 30, 2022 APWA GSP)*

44
45 Revise the first paragraph to read:

46
47 After opening and reading proposals, the Contracting Agency will check them for
48 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
49 between the price per unit and the extended amount of any bid item, the price per unit will
50 control. If a minimum bid amount has been established for any item and the bidder's unit
51 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.

1-03.1(1) Identical Bid Totals
(December 30, 2022 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3 Execution of Contract
(January 4, 2024 APWA GSP Option B)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-

furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 14 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

1 All decisions made by the Contracting Agency regarding the Award and execution of the
2 Contract or Bid rejection shall be conclusive subject to the scope of judicial review
3 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior
4 Court of the county where the Contracting Agency headquarters is located, provided that
5 where an action is asserted against a county, RCW 36.01.050 shall control venue and
6 jurisdiction.
7

8 **1-04 Scope of the Work**

9

10 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,** 11 **Specifications, and Addenda** 12 *(December 30, 2022 APWA GSP)* 13

14 Revise the second paragraph to read:

15
16 Any inconsistency in the parts of the contract shall be resolved by following this order of
17 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 18 1. Addenda,
- 19 2. Proposal Form,
- 20 3. Special Provisions,
- 21 4. Contract Plans,
- 22 5. Standard Specifications,
- 23 6. Contracting Agency's Standard Plans or Details (if any), and
- 24 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

25 **1-04.4 Changes** 26 *(January 19, 2022 APWA GSP)* 27

28 The first two sentences of the last paragraph of Section 1-04.4 are deleted.
29

30 **1-04.4(1) Minor Changes** 31 *(May 30, 2019 APWA GSP)* 32

33 Delete the first paragraph and replace it with the following:

34
35 Payments or credits for changes amounting to \$25,000 or less may be made under the
36 Bid item "Minor Change". At the discretion of the Contracting Agency, this procedure for
37 Minor Changes may be used in lieu of the more formal procedure as outlined in Section
38 1-04.4, Changes. All "Minor Change" work will be within the scope of the Contract Work
39 and will not change Contract Time.

40 **1-04.5 Procedure, Protest, and Dispute by the Contractor** 41 *(January 19, 2022 APWA GSP)* 42

43 Revise item 1 of the first paragraph to read:

- 44
45 1. Give a signed written notice of protest to the Engineer or the Engineer's field
46 Inspectors within 7 calendar days of receiving a change order or an Engineer's Written
47 Determination.
48

49 **1-04.6 Variation in Estimated Quantities** 50 *(December 30, 2022 APWA GSP, Option B)* 51

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity. In that case, payment for contract work may be adjusted as described herein.

(May 25, 2006 APWA GSP)

Supplement this Section with the following:

The quantities for "**REMOVE AND REPLACE UNSUITABLE MATERIAL**", "**SOD INSTALLATION**" and "**TOPSOIL TYPE A**", have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1-05 Control of Work

Conformity with and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

(January 13, 2021 WSDOT GSP)

Contractor Surveying - Roadway

The Contracting Agency has provided primary survey control in the Plans.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractors expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, the methods utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

- 1
2 1. Verify the primary horizontal and vertical control furnished by the Contracting
3 Agency, and expand into secondary control by adding stakes and hubs as well
4 as additional survey control needed for the project. Provide descriptions of
5 secondary control to the Contracting Agency. The description shall include
6 coordinates and elevations of all secondary control points.
7
- 8 2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on
9 centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and
10 at points on the alignments spaced no further than 50 feet.
11
- 12 3. Establish clearing limits, placing stakes at all angle points and at intermediate
13 points not more than 50 feet apart. The clearing and grubbing limits shall be 5
14 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise
15 shown in the Plans.
16
- 17 4. Establish grading limits, placing slope stakes at centerline increments not more
18 than 50 feet apart. Establish offset reference to all slope stakes. If Global
19 Positioning Satellite (GPS) Machine Controls are used to provide grade control,
20 then slope stakes may be omitted at the discretion of the Contractor
21
- 22 5. Establish the horizontal and vertical location of all drainage features, placing
23 offset stakes to all drainage structures and to pipes at a horizontal interval not
24 greater than 25 feet.
25
- 26 6. Establish roadbed and surfacing elevations by placing stakes at the top of
27 subgrade and at the top of each course of surfacing. Subgrade and surfacing
28 stakes shall be set at horizontal intervals not greater than 50 feet in tangent
29 sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-
30 foot intervals in intersection radii with a radius less than 10 feet. Transversely,
31 stakes shall be placed at all locations where the roadway slope changes and at
32 additional points such that the transverse spacing of stakes is not more than 12
33 feet. If GPS Machine Controls are used to provide grade control, then roadbed
34 and surfacing stakes may be omitted at the discretion of the Contractor.
35
- 36 7. Establish intermediate elevation benchmarks as needed to check work
37 throughout the project.
38
- 39 8. Provide references for paving pins at 25-foot intervals or provide simultaneous
40 surveying to establish location and elevation of paving pins as they are being
41 placed.
42
- 43 9. For all other types of construction included in this provision, (including but not
44 limited to channelization and pavement marking, illumination and signals,
45 guardrails and barriers, and signing) provide staking and layout as necessary to
46 adequately locate, construct, and check the specific construction activity.
47
- 48 10. Contractor shall determine if changes are needed to the profiles or roadway
49 sections shown in the Contract Plans in order to achieve proper smoothness
50 and drainage where matching into existing features, such as a smooth transition
51 from new pavement to existing pavement. The Contractor shall submit these

1 changes to the Engineer for review and approval 10 days prior to the beginning
2 of work.
3
4 The Contractor shall provide the Contracting Agency copies of any calculations and
5 staking data when requested by the Engineer.
6
7 The Contractor shall ensure a surveying accuracy within the following tolerances:
8
9

	<u>Vertical</u>	<u>Horizontal</u>
10 Slope stakes	±0.10 feet	±0.10 feet
11 Subgrade grade stakes set		
12 0.04 feet below grade	±0.01 feet	±0.5 feet
13		(parallel to alignment)
14		±0.1 feet
15		(normal to alignment)
16		
17 Stationing on roadway	N/A	±0.1 feet
18 Alignment on roadway	N/A	±0.04 feet
19 Surfacing grade stakes	±0.01 feet	±0.5 feet
20		(parallel to alignment)
21		±0.1 feet
22		(normal to alignment)
23		
24 Roadway paving pins for		
25 surfacing or paving	±0.01 feet	±0.2 feet
26		(parallel to alignment)
27		±0.1 feet
28		(normal to alignment)
29		
30 The Contracting Agency may spot-check the Contractor's surveying. These spot-checks		
31 will not change the requirements for normal checking by the Contractor.		
32		
33 When staking roadway alignment and stationing, the Contractor shall perform		
34 independent checks from different secondary control to ensure that the points staked are		
35 within the specified survey accuracy tolerances.		
36		
37 The Contractor shall calculate coordinates for the alignment. The Contracting Agency will		
38 verify these coordinates prior to issuing approval to the Contractor for commencing with		
39 the work. The Contracting Agency will require up to seven calendar days from the date		
40 the data is received.		
41		
42 Contract work to be performed using contractor-provided stakes shall not begin until the		
43 stakes are approved by the Contracting Agency. Such approval shall not relieve the		
44 Contractor of responsibility for the accuracy of the stakes.		
45		
46 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are		
47 needed that are not described in the Plans, then those stakes shall be marked, at no		
48 additional cost to the Contracting Agency as ordered by the Engineer.		
49		
50 Payment		
51 Payment will be made for the following bid item when included in the proposal:		

"Roadway Surveying", lump sum.

The lump sum contract price for "Roadway Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

8
9 If, after this inspection, the Engineer concurs with the Contractor that the work is
10 substantially complete and ready for its intended use, the Engineer, by written notice to
11 the Contractor, will set the Substantial Completion Date. If, after this inspection the
12 Engineer does not consider the work substantially complete and ready for its intended
13 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
14 therefor.

15
16 Upon receipt of written notice concurring in or denying substantial completion, whichever
17 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
18 interruption, the work necessary to reach Substantial and Physical Completion. The
19 Contractor shall provide the Engineer with a revised schedule indicating when the
20 Contractor expects to reach substantial and physical completion of the work.

21
22 The above process shall be repeated until the Engineer establishes the Substantial
23 Completion Date and the Contractor considers the work physically complete and ready for
24 final inspection.

25 26 **1-05.11(2) Final Inspection and Physical Completion Date**

27
28 When the Contractor considers the work physically complete and ready for final
29 inspection, the Contractor by written notice, shall request the Engineer to schedule a
30 final inspection. The Engineer will set a date for final inspection. The Engineer and the
31 Contractor will then make a final inspection and the Engineer will notify the Contractor in
32 writing of all particulars in which the final inspection reveals the work incomplete or
33 unacceptable. The Contractor shall immediately take such corrective measures as are
34 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
35 diligently, and without interruption until physical completion of the listed deficiencies. This
36 process will continue until the Engineer is satisfied the listed deficiencies have been
37 corrected.

38
39 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
40 written notice listing the deficiencies, the Engineer may, upon written notice to the
41 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
42 Section 1-05.7.

43 The Contractor will not be allowed an extension of contract time because of a delay in
44 the performance of the work attributable to the exercise of the Engineer's right
45 hereunder.

46
47 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
48 Contracting Agency, in writing, of the date upon which the work was considered physically
49 complete. That date shall constitute the Physical Completion Date of the contract, but shall
50 not imply acceptance of the work or that all the obligations of the Contractor under the
51 contract have been fulfilled.

1 **1-05.11(3) Operational Testing**

2
3 It is the intent of the Contracting Agency to have at the Physical Completion Date a
4 complete and operable system. Therefore when the work involves the installation of
5 machinery or other mechanical equipment; street lighting, electrical distribution or signal
6 systems; irrigation systems; buildings; or other similar work it may be desirable for the
7 Engineer to have the Contractor operate and test the work for a period of time after final
8 inspection but prior to the physical completion date. Whenever items of work are listed in
9 the Contract Provisions for operational testing they shall be fully tested under operating
10 conditions for the time period specified to ensure their acceptability prior to the Physical
11 Completion Date. During and following the test period, the Contractor shall correct any
12 items of workmanship, materials, or equipment which prove faulty, or that are not in first
13 class operating condition. Equipment, electrical controls, meters, or other devices and
14 equipment to be tested during this period shall be tested under the observation of the
15 Engineer, so that the Engineer may determine their suitability for the purpose for which
16 they were installed. The Physical Completion Date cannot be established until testing
17 and corrections have been completed to the satisfaction of the Engineer.
18

19 The costs for power, gas, labor, material, supplies, and everything else needed to
20 successfully complete operational testing, shall be included in the unit contract prices
21 related to the system being tested, unless specifically set forth otherwise in the proposal.
22

23 Operational and test periods, when required by the Engineer, shall not affect a
24 manufacturer's guaranties or warranties furnished under the terms of the contract.
25
26

27 Add the following new section:
28

29 **1-05.12(1) One-Year Guarantee Period**
30 *(March 8, 2013 APWA GSP)*
31

32 The Contractor shall return to the project and repair or replace all defects in
33 workmanship and material discovered within one year after Final Acceptance of the
34 Work. The Contractor shall start work to remedy any such defects within 7 calendar
35 days of receiving Contracting Agency's written notice of a defect, and shall complete
36 such work within the time stated in the Contracting Agency's notice. In case of an
37 emergency, where damage may result from delay or where loss of services may
38 result, such corrections may be made by the Contracting Agency's own forces or
39 another contractor, in which case the cost of corrections shall be paid by the
40 Contractor. In the event the Contractor does not accomplish corrections within the
41 time specified, the work will be otherwise accomplished and the cost of same shall
42 be paid by the Contractor.
43

44 When corrections of defects are made, the Contractor shall then be responsible for
45 correcting all defects in workmanship and materials in the corrected work for one
46 year after acceptance of the corrections by Contracting Agency.
47

48 This guarantee is supplemental to and does not limit or affect the requirements that
49 the Contractor's work comply with the requirements of the Contract or any other
50 legal rights or remedies of the Contracting Agency.
51

1-05.13 Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be served and directed to the 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 written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested to the 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:

1-05.18 Record Drawings
(March 8, 2013 APWA GSP)

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

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

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

- 1
- 2 • Actual dimensions, arrangement, and materials used when different than shown in
- 3 the Plans.
- 4 • Changes made by Change Order or Field Order.
- 5 • Changes made by the Contractor.
- 6 • Accurate locations of storm sewer, sanitary sewer, water mains and other water
- 7 appurtenances, structures, conduits, light standards, vaults, width of roadways,
- 8 sidewalks, landscaping areas, building footprints, channelization and pavement
- 9 markings, etc. Include pipe invert elevations, top of castings (manholes, inlets,
- 10 etc.).

11

12 If the Contract calls for the Contracting Agency to do all surveying and staking, the

13 Contracting Agency will provide the elevations at the tolerances the Contracting Agency

14 requires for the Record Drawings.

15

16 When the Contract calls for the Contractor to do the surveying/staking, the applicable

17 tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

18

19 Making Entries on the Record Drawings:

- 20
- 21 • Use erasable colored pencil (not ink) for all markings on the Record Drawings,
 - 22 conforming to the following color code:
 - 23 • Additions - Red
 - 24 • Deletions - Green
 - 25 • Comments - Blue
 - 26 • Dimensions- Graphite
 - 27 • Provide the applicable reference for all entries, such as the change order number,
 - 28 the request for information (RFI) number, or the approved shop drawing number.
 - 29 • Date all entries.
 - 30 • Clearly identify all items in the entry with notes similar to those in the Contract
 - 31 Drawings (such as pipe symbols, centerline elevations, materials, pipe joint
 - 32 abbreviations, etc.).

33

34 The Contractor shall certify on the Record Drawings that said drawings are an accurate

35 depiction of built conditions, and in conformance with the requirements detailed above.

36 The Contractor shall submit final Record Drawings to the Contracting Agency.

37 Contracting Agency acceptance of the Record Drawings is one of the requirements for

38 achieving Physical Completion.

39

1 Payment will be made for the following bid item:

2

Record Drawings (Minimum Bid \$ 3,500)	Lump Sum
---	----------

3

4 Payment for this item will be made on a prorated monthly basis for work completed in
5 accordance with this section up to 75% of the lump sum bid. The final 25% of the lump
6 sum item will be paid upon submittal and approval of the completed Record Drawings set
7 prepared in conformance with these Special Provisions.

8

9 A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor
10 must bid at least that amount.

11

12 **1-06 Control of Material**

13

14 Section 1-06 is supplemented with the following:

15

16 *(August 6, 2012 WSDOT GSP)*

17 In accordance with Buy America requirements contained in 23 CFR 635.410, the major
18 quantities of steel and iron construction material that is permanently incorporated into the
19 project shall consist of American-made materials only. Buy America does not apply to
20 temporary steel items, e.g., temporary sheet piling, temporary bridges, steel scaffolding
21 and falsework.

22

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

26

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

31

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

38

39 Manufacturing begins with the initial melting and mixing, and continues through the
40 coating stage. Any process which modifies the chemical content, the physical size or
41 shape, or the final finish is considered a manufacturing process. The processes include
42 rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action
43 of applying a coating to steel or iron is deemed a manufacturing process. Coating
44 includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that
45 protects or enhances the value of steel or iron. Any process from the original reduction
46 from ore to the finished product constitutes a manufacturing process for iron.

47

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

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:
 - a. Open hearth furnace.
 - b. Basic oxygen.
 - c. Electric furnace.
 - d. Direct reduction.
2. Rolling, heat treating, and any other similar processing.
3. Fabrication of the products.
 - a. Spinning wire into cable or strand.
 - b. Corrugating and rolling into culverts.
 - c. Shop fabrication.

A certification of materials origin will be required for any items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The certification shall be on DOT Form 350-109EF provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as DOT Form 350-109EF.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

Delete this section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

1-07 Legal Relations and Responsibilities to the Public

Laws to be Observed

Section 1-07.1 is supplemented with the following:

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

2 *(October 1, 2005 APWA GSP)*

3
4 Supplement this section with the following:

5
6 In cases of conflict between different safety regulations, the more stringent regulation
7 shall apply.

8
9 The Washington State Department of Labor and Industries shall be the sole and
10 paramount administrative agency responsible for the administration of the provisions of
11 the Washington Industrial Safety and Health Act of 1973 (WISHA).

12
13 The Contractor shall maintain at the project site office, or other well known place at the
14 project site, all articles necessary for providing first aid to the injured. The Contractor
15 shall establish, publish, and make known to all employees, procedures for ensuring
16 immediate removal to a hospital, or doctor's care, persons, including employees, who
17 may have been injured on the project site. Employees should not be permitted to work
18 on the project site before the Contractor has established and made known procedures
19 for removal of injured persons to a hospital or a doctor's care.

20
21 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
22 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
23 from their failure, or improper maintenance, use, or operation. The Contractor shall be
24 solely and completely responsible for the conditions of the project site, including safety
25 for all persons and property in the performance of the work. This requirement shall apply
26 continuously, and not be limited to normal working hours. The required or implied duty of
27 the Engineer to conduct construction review of the Contractor's performance does not,
28 and shall not, be intended to include review and adequacy of the Contractor's safety
29 measures in, on, or near the project site.

30
31 Section 1-07.1(2) is supplemented with the following:

32
33 *(April 3, 2006 WSDOT GSP)*

34 **1-07.1(2) Confined Space**

35 Confined spaces are known to exist at the following locations:

- 36
37
 - Manhole
 - Trench box and other forms of trench safety structures

38
39
40 The Contractor shall be fully responsible for the safety and health of all on-site workers
41 and compliant with Washington Administrative Code (WAC 296-809).

42
43 The Contractor shall prepare and implement a confined space program for each of the
44 confined spaces identified above. The Contractors Confined Space program shall be
45 sent to the Contracting Agency at least 30 days prior to the Contractor beginning work in
46 or adjacent to the confined space. No work shall be performed in or adjacent to the
47 confined space until the plan is submitted to the Engineer as required. The Contractor
48 shall communicate with the Engineer to ensure a coordinated effort for providing and
49 maintaining a safe worksite for both the Contracting Agency's and Contractor's workers
50 when working in or near a confined space.

1 All costs to prepare and implement the confined space program shall be included in the
2 bid prices for the various items associated with the confined space work.

3 4 **1-07.2 State Taxes**

5
6 Delete this section, including its sub-sections, in its entirety and replace it with the following:

7 8 **1-07.2 State Sales Tax** 9 *(June 27, 2011 APWA GSP)*

10
11 The Washington State Department of Revenue has issued special rules on the State
12 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
13 Contractor should contact the Washington State Department of Revenue for answers to
14 questions in this area. The Contracting Agency will not adjust its payment if the
15 Contractor bases a bid on a misunderstood tax liability.

16
17 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
18 contract amounts. In some cases, however, state retail sales tax will not be included.
19 Section 1-07.2(2) describes this exception.

20
21 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
22 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
23 Department of Revenue a certificate showing that all contract-related taxes have been
24 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
25 Contractor any amount the Contractor may owe the Washington State Department of
26 Revenue, whether the amount owed relates to this contract or not. Any amount so
27 deducted will be paid into the proper State fund.

28 29 **1-07.2(1) State Sales Tax — Rule 171**

30
31 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
32 roads, etc., which are owned by a municipal corporation, or political subdivision of the
33 state, or by the United States, and which are used primarily for foot or vehicular traffic.
34 This includes storm or combined sewer systems within and included as a part of the
35 street or road drainage system and power lines when such are part of the roadway
36 lighting system. For work performed in such cases, the Contractor shall include
37 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
38 amounts, including those that the Contractor pays on the purchase of the materials,
39 equipment, or supplies used or consumed in doing the work.

40 41 **1-07.2(2) State Sales Tax — Rule 170**

42
43 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
44 existing buildings, or other structures, upon real property. This includes, but is not
45 limited to, the construction of streets, roads, highways, etc., owned by the state of
46 Washington; water mains and their appurtenances; sanitary sewers and sewage
47 disposal systems unless such sewers and disposal systems are within, and a part of, a
48 street or road drainage system; telephone, telegraph, electrical power distribution lines,
49 or other conduits or lines in or above streets or roads, unless such power lines become a
50 part of a street or road lighting system; and installing or attaching of any article of
51 tangible personal property in or to real property, whether or not such personal property
52 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 Environmental Regulations

Section 1-07.5 is supplemented with the following:

(August 4, 2014 WSDOT GSP)

The Contractor shall submit a written notification to the Engineer no later than 10 calendar days prior to beginning any ground disturbing activities on the Rose Street Pedestrian Lighting project. The Contractor shall not commence any such ground disturbing activities until the monitor is present.

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(January 2, 2018 WSDOT GSP)

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
NPDES Construction Stormwater General Permit	Department of Ecology	In process

1-07.7 Load Limits

1 Section 1-07.7 is supplemented with the following:

2
3 *(March 13, 1995 WSDOT GSP)*

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

7
8 **1-07.9 Wages**

9
10 **1-07.9(5)A Required Documents**

11 *(December 30, 2022 APWA GSP)*

12
13 This section is revised to read as follows:

14
15 All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified
16 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be
17 submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit
18 (PWIA) system.

19
20
21 **1-07.16 Protection and Restoration of Property**

22
23 **1-07.16(4) Archaeological and Historical Objects**

24
25 Section 1-07.16(4) is supplemented with the following:

26
27 *(December 6, 2004 WSDOT GSP)*

28 The project area potentially contains archaeological or historical objects that may
29 have significance from a historical or scientific standpoint. To protect these objects
30 from damage or destruction, the Contracting Agency, at its discretion and expense,
31 may monitor the Contractor's operations, conduct various site testing and perform
32 recovery and removal of such objects when necessary.

33
34 The Contractor may be required to conduct its operations in a manner that will
35 accommodate such activities, including the reserving of portions of the work area for
36 site testing, exploratory operations and recovery and removal of such objects as
37 directed by the Engineer. If such activities are performed by consultants retained by
38 the Contracting Agency, the Contractor shall provide them adequate access to the
39 project site.

40
41 Added work necessary to uncover, fence, dewater, or otherwise protect or assist in
42 such testing, exploratory operations and salvaging of the objects as ordered by the
43 Engineer shall be paid by force account as provided in Section 1-09.6. If the
44 discovery and salvaging activities require the Engineer to suspend the Contractor's
45 work, any adjustment in time will be determined by the Engineer pursuant to Section
46 1-08.8.

47
48 To provide a common basis for all bidders, the Contracting Agency has entered an
49 amount for the item "Archaeological and Historical Salvage" in the Proposal to
50 become a part of the total bid by the Contractor.

1 **1-07.17 Utilities and Similar Facilities**

2
3 Section 1-07.17 is supplemented with the following:

4
5 *(April 2, 2007 WSDOT GSP)*

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

8
9 The following addresses and telephone numbers of utility companies known or suspected
10 of having facilities within the project limits are supplied for the Contractor's convenience:

- 11
12
 - City of College Place – 625 S. College Ave. College Place, Wa 99324 – 509.394.8526
 - 13 • Green Tank Water District 11 – 33 NE Lambert Ave., Walla Walla, Wa 99362 – 509.522.3151
 - 14 • Pacific Power – 509.522.7008
 - 15 • Cascade Natural Gas – 32 W. Rose St., Walla Walla, Wa 99362 – 509.438.5719
 - 16 • Century Link – 509.529.0040
 - 17 • Charter Communications – 509.956.6037
 - 18 • Columbia REA – 2929 Melrose Street, Walla Walla, Wa 99362 – 509.526.4041
 - 19 • NOANET – 509.546.3619
 - 20 • Pocket-I-Net – 2919 E. Isaacs Ave., Walla Walla, Wa 99362

21
22
23
24
25
26 **1-07.18 Public Liability and Property Damage Insurance**

27
28 Delete this section in its entirety, and replace it with the following:

29
30 **1-07.18 Insurance**

31 *(January 4, 2024 APWA GSP)*

32
33 **1-07.18(1) General Requirements**

34 A. The Contractor shall procure and maintain the insurance described in all subsections
35 of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating
36 of not less than A-: VII and licensed to do business in the State of Washington. The
37 Contracting Agency reserves the right to approve or reject the insurance provided, based on
38 the insurer's financial condition.

39
40 B. The Contractor shall keep this insurance in force without interruption from the
41 commencement of the Contractor's Work through the term of the Contract and for thirty (30)
42 days after the Physical Completion date, unless otherwise indicated below.

43
44 C. If any insurance policy is written on a claims-made form, its retroactive date, and that
45 of all subsequent renewals, shall be no later than the effective date of this Contract. The policy
46 shall state that coverage is claims made and state the retroactive date. Claims-made form
47 coverage shall be maintained by the Contractor for a minimum of 36 months following the
48 Completion Date or earlier termination of this Contract, and the Contractor shall annually
49 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of
50 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an

1 extended reporting period ("tail") or execute another form of guarantee acceptable to the
2 Contracting Agency to assure financial responsibility for liability for services performed.

3
4 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
5 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
6 respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage.
7 Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting
8 Agency shall be excess of the Contractor's insurance and shall not contribute with it.

9
10 E. The Contractor shall provide the Contracting Agency and all additional insureds with
11 written notice of any policy cancellation, within two business days of their receipt of such
12 notice.

13
14 F. The Contractor shall not begin work under the Contract until the required insurance
15 has been obtained and approved by the Contracting Agency

16
17 G. Failure on the part of the Contractor to maintain the insurance as required shall
18 constitute a material breach of contract, upon which the Contracting Agency may, after giving
19 five business days' notice to the Contractor to correct the breach, immediately terminate the
20 Contract or, at its discretion, procure or renew such insurance and pay any and all premiums
21 in connection therewith, with any sums so expended to be repaid to the Contracting Agency
22 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the
23 Contractor from the Contracting Agency.

24
25 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
26 of the Contract and no additional payment will be made.

27
28 I. Under no circumstances shall a wrap up policy be obtained, for either initiating or
29 maintaining coverage, to satisfy insurance requirements for any policy required
30 under this Section. A "wrap up policy" is defined as an insurance agreement or
31 arrangement under which all the parties working on a specified or designated
32 project are insured under one policy for liability arising out of that specified or
33 designated project.

34
35 **1-07.18(2) Additional Insured**

36 All insurance policies, with the exception of Workers Compensation, and of Professional
37 Liability and Builder's Risk (if required by this Contract) shall name the following listed entities
38 as additional insured(s) using the forms or endorsements required herein:

- 39 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
- 40 volunteers
- 41 ▪ Apex Companies, LLC.

42
43 The above-listed entities shall be additional insured(s) for the full available limits of liability
44 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor
45 are greater than those required by this Contract, and irrespective of whether the Certificate of
46 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those
47 maintained by the Contractor.

48
49 For Commercial General Liability insurance coverage, the required additional insured
50 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations
51 and CG 20 37 10 01 for completed operations.

1 **1-07.18(3) Subcontractors**
2 The Contractor shall cause each subcontractor of every tier to provide insurance coverage
3 that complies with all applicable requirements of the Contractor-provided insurance as set
4 forth herein, except the Contractor shall have sole responsibility for determining the limits of
5 coverage required to be obtained by subcontractors.
6
7 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
8 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that
9 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10
10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.
11
12 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
13 Agency evidence of insurance and copies of the additional insured endorsements of each
14 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
15
16 **1-07.18(4) Verification of Coverage**
17 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
18 endorsements for each policy of insurance meeting the requirements set forth herein when
19 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to
20 demand such verification of coverage with these insurance requirements or failure of
21 Contracting Agency to identify a deficiency from the insurance documentation provided shall
22 not be construed as a waiver of Contractor's obligation to maintain such insurance.
23
24 Verification of coverage shall include:
25 1. An ACORD certificate or a form determined by the Contracting Agency to be
26 equivalent.
27 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
28 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a
29 copy of any blanket additional insured clause from its policies instead of a separate
30 endorsement.
31 3. Any other amendatory endorsements to show the coverage required herein.
32 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
33 these requirements – actual endorsements must be submitted.
34
35 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
36 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
37 required on this Project, a full and certified copy of that policy is required when the Contractor
38 delivers the signed Contract for the work.
39
40 **1-07.18(5) Coverages and Limits**
41 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
42 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
43 construed to limit the liability of the Contractor to the coverage provided by such insurance, or
44 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.
45
46 All deductibles and self-insured retentions must be disclosed and are subject to approval by
47 the Contracting Agency. The cost of any claim payments falling within the deductible or self-
48 insured retention shall be the responsibility of the Contractor. In the event an additional
49 insured incurs a liability subject to any policy's deductibles or self-insured retention, said
50 deductibles or self-insured retention shall be the responsibility of the Contractor.
51
52 **1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$2,000,000	Each Occurrence
\$4,000,000	General Aggregate
\$3,000,000	Products & Completed Operations Aggregate
\$2,000,000	Personal & Advertising Injury each offence
\$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
-------------	-------------------------------------

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.

1-07.18(5)D Excess or Umbrella Liability

(January 4, 2016 APWA GSP)

The Contractor shall provide Excess or Umbrella Liability insurance with limits of not less than 2 million each occurrence and annual aggregate. This excess or umbrella liability coverage shall be excess over and as least as broad in coverage as the Contractor's Commercial General and Auto Liability insurance

All entities listed under 1-07.18(2) of these Special Provisions shall be named as additional insureds on the Contractor's Excess or Umbrella Liability insurance policy.

This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverages, or any combination thereof that achieves the overall required limits of insurance.

1-07.23 Public Convenience and Safety

1 **Construction Under Traffic**

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

4
5 **1-07.23(1) Construction Under Traffic**
6 *(May 2, 2017 APWA GSP)*

7
8 Revise the third sentence of the second paragraph to read:

9
10 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
11 approved by the Contracting Agency activating pedestrian recall timing or other
12 accommodation may be allowed during construction.

13
14 **1-07.24 Rights of Way**

15
16 Section 1-07.24 is supplemented with the following:

17
18 **1-07.24 Rights of Way**
19 *(July 23, 2015 APWA GSP)*

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

22
23 Street Right of Way lines, limits of easements, and limits of construction permits are
24 indicated in the Plans. The Contractor's construction activities shall be confined within
25 these limits, unless arrangements for use of private property are made.

26
27 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
28 way and easements, both permanent and temporary, necessary for carrying out the
29 work. Exceptions to this are noted in the Bid Documents or will be brought to the
30 Contractor's attention by a duly issued Addendum.

31
32 Whenever any of the work is accomplished on or through property other than public
33 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any
34 easement agreement obtained by the Contracting Agency from the owner of the private
35 property. Copies of the easement agreements may be included in the Contract
36 Provisions or made available to the Contractor as soon as practical after they have been
37 obtained by the Engineer.

38
39 Whenever easements or rights of entry have not been acquired prior to advertising,
40 these areas are so noted in the Plans. The Contractor shall not proceed with any portion
41 of the work in areas where right of way, easements or rights of entry have not been
42 acquired until the Engineer certifies to the Contractor that the right of way or easement is
43 available or that the right of entry has been received. If the Contractor is delayed due to
44 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
45 entry or right of way, the Contractor will be entitled to an extension of time. The
46 Contractor agrees that such delay shall not be a breach of contract.

47
48 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This
49 includes entry onto easements and private property where private improvements must
50 be adjusted.

51

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

1-07.28 Railroads

Section 1-07.28 is supplemented with the following:

(October 3, 2022)

Additional Requirements for Working with the Railroad

The term Railroad Company shall be understood to mean each of the following railroad companies:

- Union Pacific Railroad
- Columbia Rail

The Contractor shall keep the right of way and ditches of the Railroad Company open and clean from any deposits or debris resulting from its operations. The Contractor shall be responsible for the cost to clean and restore ballast of the Railroad Company which is disturbed or becomes fouled with dirt or materials when such deposits or damage result from the Contractor's operations, except as provided elsewhere.

The Contractor shall cooperate with the Railroad Company and so conduct operations that the necessary reconstruction of its facilities and the removal of existing facilities can be accomplished without interruption of service.

(October 3, 2022)

The Contracting Agency has or will enter into an agreement with the Railroad Company as specified in these provisions as contained in Appendix A.

1-07.28(6) Railroad Protective Services

Section 1-07.28(6) is supplemented with the following:

(October 3, 2022)

The Contractor shall notify the Railroad Company a minimum of 21 days in advance of whenever the Contractor is about to perform Work within Railroad Company property or within 25 feet of the centerline of tracks to enable the Railroad Company to provide flagging or other protective services.

The Railroad Company's contact to schedule flagging or other protective services is:

1-07.28(8) Measurement and Payment

Section 1-07.28(8) is revised to read:

(October 3, 2022)

The Contracting Agency will make payments to the Railroad for protective services unless:

1. Such services result from the Contractor's failure to comply with the terms and conditions of its contract with the Contracting Agency or with its Contractor's Right of Entry Agreements with the Railroad Company.
2. The Contractor fails to obtain authorization from the Engineer prior to coordinating with the Railroad Company for any flagging requiring overtime payments as specified under Railroad Safety and Flagging.
3. The Contractor arranges for assignment of a railroad flagger and alters project work so that a flagger is no longer needed, and adequate advance notice is not provided to the Railroad Company of such change in the need for a flagger (i.e., causing the Railroad Company to dispatch a flagger billable to the project when one is not required).
4. The Contractor causes an emergency, as specified under Railroad Operations.
5. Protective services are required as a result of a request to the Railroad Company for the Contractor's convenience.
6. The Contract provides for a bid item in the Contract.

All costs to comply with this Section, unless otherwise stated, are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the unit Bid prices of the Contract.

1-08 Prosecution and Progress

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

1 Add the following new section:

2
3 **1-08.0(1) Preconstruction Conference**

4 *(October 10, 2008 APWA GSP)*

5
6 Prior to the Contractor beginning the work, a preconstruction conference will be held
7 between the Contractor, the Engineer and such other interested parties as may be
8 invited. The purpose of the preconstruction conference will be:

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

17
18 The Contractor shall prepare and submit at the preconstruction conference the following:

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

22
23 Add the following new section:

24
25 **1-08.0(2) Hours of Work**

26 *(December 8, 2014 APWA GSP)*

27
28 Except in the case of emergency or unless otherwise approved by the Engineer, the
29 normal working hours for the Contract shall be any consecutive 8-hour period between
30 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the
31 Contractor desires different than the normal working hours stated above, the request
32 must be submitted in writing prior to the preconstruction conference, subject to the
33 provisions below. The working hours for the Contract shall be established at or prior to
34 the preconstruction conference.

35
36 All working hours and days are also subject to local permit and ordinance conditions (such
37 as noise ordinances).

38
39 If the Contractor wishes to deviate from the established working hours, the Contractor
40 shall submit a written request to the Engineer for consideration. This request shall state
41 what hours are being requested, and why. Requests shall be submitted for review no
42 later than 7 days prior to the day(s) the Contractor is requesting to change the hours.

43
44 If the Contracting Agency approves such a deviation, such approval may be subject to
45 certain other conditions, which will be detailed in writing. For example:

- 46 1. On non-Federal aid projects, requiring the Contractor to reimburse the
47 Contracting Agency for the costs in excess of straight-time costs for Contracting
48 Agency representatives who worked during such times. (The Engineer may
49 require designated representatives to be present during the work.

- 1 Representatives who may be deemed necessary by the Engineer include, but are
2 not limited to: survey crews; personnel from the Contracting Agency's material
3 testing lab; inspectors; and other Contracting Agency employees or third party
4 consultants when, in the opinion of the Engineer, such work necessitates their
5 presence.)
- 6 2. Considering the work performed on Saturdays, Sundays, and holidays as working
7 days with regard to the contract time.
- 8 3. Considering multiple work shifts as multiple working days with respect to contract
9 time even though the multiple shifts occur in a single 24-hour period.
- 10 4. If a 4-10 work schedule is requested and approved the non working day for the
11 week will be charged as a working day.
- 12 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met
13 and recorded properly on certified payroll

14

15 **1-08.1 Subcontracting**

16

17 Section 1-08.1 is supplemented with the following:

18

19 **1-08.1 Subcontracting**
20 *(December 30, 2022 APWA GSP, Option A)*

21

22 Section 1-08.1 is supplemented with the following:

23

24 Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall
25 submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement
26 between the Contractor and the subcontractor or between the subcontractor and any lower
27 tier subcontractor has been executed. This certification shall also guarantee that these
28 subcontract agreements include all the documents required by the Special Provision Federal
29 Agency Inspection.

30

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

- 33
- 34 1. Request to Sublet Work (WSDOT Form 421-012), and
- 35
- 36 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid
37 Projects (WSDOT Form 420-004).

38

39 The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT
40 Form 272-065) within 15 calendar days after receipt of every monthly progress payment until
41 every subcontractor and lower tier subcontractor's retainage has been released.

42

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

49

1-08.3 Progress Schedule

1-08.3(2) General Requirements

1-08.3(2)A Type A Progress Schedule (December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit 1 electronic copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

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

1-08.5 Time for Completion

1-08.5 Time for Completion (December 30, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

1 Contract time shall begin on the first working day following the Notice to Proceed Date.
2
3 Each working day shall be charged to the contract as it occurs, until the contract work is
4 physically complete. If substantial completion has been granted and all the authorized
5 working days have been used, charging of working days will cease. Each week the
6 Engineer will provide the Contractor a statement that shows the number of working days:
7 (1) charged to the contract the week before; (2) specified for the physical completion of
8 the contract; and (3) remaining for the physical completion of the contract. The statement
9 will also show the nonworking days and all partial or whole days the Engineer declares
10 as unworkable. The statement will be identified as a Written Determination by the
11 Engineer. If the Contractor does not agree with the Written Determination of working
12 days, the Contractor shall pursue the protest procedures in accordance with Section 1-
13 04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be
14 deemed as having accepted the statement as correct. If the Contractor is approved to
15 work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week
16 in which a 4-10 shift is worked would ordinarily be charged as a working day then the
17 fifth day of that week will be charged as a working day whether or not the Contractor
18 works on that day.
19

20 Revise the sixth paragraph to read:
21

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

- 26 1. The physical work on the project must be complete; and
27 2. The Contractor must furnish all documentation required by the contract and required
28 by law, to allow the Contracting Agency to process final acceptance of the contract.
29 The following documents must be received by the Project Engineer prior to
30 establishing a completion date:
31 a. Certified Payrolls (per Section 1-07.9(5)).
32 b. Material Acceptance Certification Documents
33 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
34 Contract Provisions.
35 d. Final Contract Voucher Certification
36 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
37 and all Subcontractors
38 f. A copy of the Notice of Termination sent to the Washington State Department of
39 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
40 Notice of Termination by Ecology; and no rejection of the Notice of Termination
41 by Ecology. This requirement will not apply if the Construction Stormwater
42 General Permit is transferred back to the Contracting Agency in accordance with
43 Section 8-01.3(16).
44 g. Property owner releases per Section 1-07.24
45

46 **1-08.9 Liquidated Damages** 47

1 **1-08.9 Liquidated Damages**
2 *(March 3, 2021 APWA GSP, Option B)*

3
4 Revise the second and third paragraphs to read:

5
6 Accordingly, the Contractor agrees:

- 7
8 1. To pay (according to the following formula) liquidated damages for each
9 working day beyond the number of working days established for Physical
10 Completion, and
11
12 2. To authorize the Engineer to deduct these liquidated damages from any
13 money due or coming due to the Contractor.
14

15 **Liquidated Damages Formula**

16
17 $LD=0.15C/T$
18

19 Where:

20
21 LD = liquidated damages per working day (rounded to the nearest dollar)

22 C = original Contract amount

23 T = original time for Physical Completion
24

25 When the Contract Work has progressed to Substantial Completion as defined in the
26 Contract, the Engineer may determine the Contract Work is Substantially Complete. The
27 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
28 overruns in Contract time occurring after the date so established, the formula for
29 liquidated damages shown above will not apply. For overruns in Contract time occurring
30 after the Substantial Completion Date, liquidated damages shall be assessed on the
31 basis of direct engineering and related costs assignable to the project until the actual
32 Physical Completion Date of all the Contract Work. The Contractor shall complete the
33 remaining Work as promptly as possible. Upon request by the Project Engineer, the
34 Contractor shall furnish a written schedule for completing the physical Work on the
35 Contract.
36

37 **1-09 Measurement and Payment**

38
39 **1-09.2(1) General Requirements for Weighing Equipment**

40 *(January 4, 2024 APWA GSP, Option B)*
41

42 Revise item 4 of the fifth paragraph to read:

- 43
44 4. Test results and scale weight records for each day's hauling operations are provided
45 to the Engineer daily. Reporting shall utilize WSDOT form 422-027A, Scaleman's
46 Daily Report, unless the printed ticket contains the same information that is on the
47 Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare
48 weights for each truck on the printed ticket.

1
2 **1-09.2(5) Measurement**
3 *(December 30, 2022 APWA GSP)*
4

5 Revise the first paragraph to read:
6

7 **Scale Verification Checks** – At the Engineer’s discretion, the Engineer may perform
8 verification checks on the accuracy of each batch, hopper, or platform scale used in
9 weighing contract items of Work.
10

11 **1-09.6 Force Account**
12 *(December 30, 2022 APWA GSP)*
13

14 Supplement this section with the following:
15

16 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
17 all items to be paid per force account, only to provide a common proposal for Bidders. All
18 such dollar amounts are to become a part of Contractor's total bid. However, the
19 Contracting Agency does not warrant expressly or by implication, that the actual amount
20 of work will correspond with those estimates. Payment will be made on the basis of the
21 amount of work actually authorized by the Engineer.
22

23 **1-09.7 Mobilization**
24 *(December 30, 2022 APWA GSP)*
25

26 Delete this Section and replace it with the following:
27

28 Mobilization consists of preconstruction expenses and the costs of preparatory Work and
29 operations performed by the Contractor typically occurring before 10 percent of the total
30 original amount of an individual Bid Schedule is earned from other Contract items on that
31 Bid Schedule. Items which are not to be included in the item of Mobilization include but
32 are not limited to:
33

- 34 1. Portions of the Work covered by the specific Contract item or incidental Work
35 which is to be included in a Contract item or items.
- 36 2. Profit, interest on borrowed money, overhead, or management costs.
- 37 3. Costs incurred for mobilizing equipment for force account Work.
38

39 Based on the lump sum Contract price for “Mobilization”, partial payments will be made
40 as follows:
41

- 42 1. When 5 percent of the total original Bid Schedule amount is earned from other
43 Contract items on that original Bid Schedule, excluding amounts paid for
44 materials on hand, 50 percent of the Bid Item for mobilization on that original Bid
45 Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the
46 total original Contract amount, whichever is the least, will be paid.
- 47 2. When 10 percent of the total original Bid Schedule amount is earned from other
48 Contract items on that original Bid Schedule, excluding amounts paid for
49 materials on hand, 100 percent of the Bid Item for mobilization on that original Bid
50 Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of
51 the total original Contract amount, whichever is the least, will be paid.

- 1 3. When the Substantial Completion Date has been established for the project,
2 payment of any remaining amount Bid for mobilization will be paid.
3

4 Nothing herein shall be construed to limit or preclude partial payments otherwise
5 provided by the Contract.
6

7 **1-09.9 Payments**

8 *(December 30, 2022 APWA GSP)*
9

10 Section 1-09.9 is revised to read:
11

12 The basis of payment will be the actual quantities of Work performed according to the
13 Contract and as specified for payment.
14

15 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
16 Preconstruction Conference, to enable the Project Engineer to determine the Work
17 performed on a monthly basis. A breakdown is not required for lump sum items that
18 include a basis for incremental payments as part of the respective Specification. Absent
19 a lump sum breakdown, the Project Engineer will make a determination based on
20 information available. The Project Engineer's determination of the cost of work shall be
21 final.
22

23 Progress payments for completed work and material on hand will be based upon
24 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
25 established at the preconstruction conference.
26

27 The initial progress estimate will be made not later than 30 days after the Contractor
28 commences the work, and successive progress estimates will be made every month
29 thereafter until the Completion Date. Progress estimates made during progress of the
30 work are tentative, and made only for the purpose of determining progress payments.
31 The progress estimates are subject to change at any time prior to the calculation of the
32 final payment.
33

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

- 35 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
36 work completed multiplied by the unit price.
37 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
38 breakdown for that item, or absent such a breakdown, based on the Engineer's
39 determination.
40 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
41 or other storage area approved by the Engineer.
42 4. Change Orders — entitlement for approved extra cost or completed extra work as
43 determined by the Engineer.
44

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

- 46 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
47 2. The amount of progress payments previously made; and

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

3
4 Progress payments for work performed shall not be evidence of acceptable performance
5 or an admission by the Contracting Agency that any work has been satisfactorily
6 completed. The determination of payments under the contract will be final in accordance
7 with Section 1-05.1.

8
9 Failure to perform obligations under the Contract by the Contractor may be decreed by the
10 Contracting Agency to be adequate reason for withholding any payments until compliance
11 is achieved.

12
13 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due
14 the Contractor under the Contract will be paid based upon the final estimate made by the
15 Engineer and presentation of a Final Contract Voucher Certification to be signed by the
16 Contractor. The Contractor's signature on such voucher shall be deemed a release of all
17 claims of the Contractor unless a Certified Claim is filed in accordance with the
18 requirements of Section 1-09.11 and is expressly excepted from the Contractor's
19 certification on the Final Contract Voucher Certification. The date the Contracting Agency
20 signs the Final Contract Voucher Certification constitutes the final acceptance date
21 (Section 1-05.12).

22
23 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher
24 Certification or any other documentation required for completion and final acceptance of
25 the Contract, the Contracting Agency reserves the right to establish a Completion Date (for
26 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the
27 Contract. Unilateral final acceptance will occur only after the Contractor has been provided
28 the opportunity, by written request from the Engineer, to voluntarily submit such
29 documents. If voluntary compliance is not achieved, formal notification of the impending
30 establishment of a Completion Date and unilateral final acceptance will be provided by
31 email with delivery confirmation from the Contracting Agency to the Contractor, which will
32 provide 30 calendar days for the Contractor to submit the necessary documents. The 30
33 calendar day period will begin on the date the email with delivery confirmation is received
34 by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract
35 Voucher Certification shall constitute the Completion Date and the final acceptance date
36 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the
37 Contract will apply to Contracts that are Physically Completed in accordance with Section
38 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral
39 final acceptance of the Contract by the Contracting Agency does not in any way relieve
40 the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws,
41 ordinances, and regulations that affect the Work under the Contract.

42
43 Payment to the Contractor of partial estimates, final estimates, and retained percentages
44 shall be subject to controlling laws.

45
46 **1-09.11(3) Time Limitation and Jurisdiction**
47 *(December 30, 2022 APWA GSP)*

48
49 Revise this section to read:

50
51 For the convenience of the parties to the Contract it is mutually agreed by the parties that
52 all claims or causes of action which the Contractor has against the Contracting Agency

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

13
14 **1-09.13(3)A Arbitration General**
15 *(January 19, 2022 APWA GSP)*

16
17 Revise the third paragraph to read:

18
19 The Contracting Agency and the Contractor mutually agree to be bound by the decision
20 of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered
21 in the Superior Court of the county in which the Contracting Agency's headquarters is
22 located, provided that where claims subject to arbitration are asserted against a county,
23 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision
24 of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator
25 shall use the Contract as a basis for decisions.

26
27
28 **1-09.13(4) Venue for Litigation**
29 *(December 30, 2022 APWA GSP)*

30
31 Revise this section to read:

32
33 Litigation shall be brought in the Superior Court of the county in which the Contracting
34 Agency's headquarters is located, provided that where claims are asserted against a
35 county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is
36 mutually agreed by the parties that when litigation occurs, the Contractor shall permit the
37 Contracting Agency to have timely access to all records deemed necessary by the
38 Contracting Agency to assist in evaluating the claims or action.

39
40
41
42

Division 2

Earthwork

2-02 Removal of Structures and Obstructions

2-02.1 Description

Section 2-02.1 is removed and replaced with the following:

Removal of Structures and Obstructions shall be limited to the items marked on the plans and include the removal and disposal of drainage structures, water valves, and existing sewer, water, and storm pipe which will not remain after project completion. Exceptions shall be Removing Manhole, Cement Conc. Traffic Curb and Gutter Removal, Cement Conc. Sidewalk Removal, Cement Conc. Driveway Removal, Asphalt Conc. Driveway Removal, and Tree Pruning and Cleaning, which are separate and individual bid items listed in the proposal. Work shall include a saw cut neatline at the limits of removal. Work shall also include complete removal and disposal of concrete.

See the special provision for Section 2-03.3(7) Waste Sites. All requirements and conditions set under Waste Sites shall be met.

2-02.4 Measurement

(*****)

Section 2-02.4 is supplemented with the following:

Measurement for "Removal of Structures and Obstructions" shall be made on a lump sum basis in accordance with Section 1-04.1

Measurement for "Removing Manhole" shall be made on a per each basis for the actual number of manholes removed at locations shown on the plans or as directed by the Engineer.

Measurement for "Removal of Cement Conc. Curb, Curb and Gutter" will be measured by the linear foot.

Measurement for "Removal of Cement Conc. Traffic Curb and Gutter" Removal shall be made on a per linear foot basis for the actual amount of concrete traffic curb and gutter removed at locations shown on the plans or as directed by the Engineer. Work shall include all equipment, materials, labor, a saw cut neat line to the nearest joint at all limits of removal, in addition the complete removal and disposal of the cement and aggregate base.

Measurement of "Removal of Cement Conc. Sidewalk and Driveway" shall be made on a per square yard basis for the actual amount of cement concrete sidewalk and driveway removed at locations shown on the plans or as directed by the Engineer. Work shall include all equipment, materials, labor, a saw cut neat line to the nearest joint at all limits

1 of removal, in addition the complete removal and disposal of the cement and aggregate
2 base.

3
4 Measurement for "Removal of Asphalt Conc. Driveway" shall be made on a per square
5 yard basis for the actual amount of asphalt concrete driveway removed at locations
6 shown on the plans or as directed by the Engineer. Work shall include all equipment,
7 materials, labor, a saw cut neat line to the nearest joint at all limits of removal, in addition
8 the complete removal and disposal of the asphalt conc. and aggregate base.

9
10
11 **2-02.5 Payment**
12 **(*****)**

13
14 Section 2-02.5 is revised by the following:

15
16 Payment for "Removal of Structures and Obstructions" shall be made on a lump sum
17 basis in accordance with Section 1-04.1.

18
19 Payment for "Removing Manhole" shall be made on a per each basis for the actual
20 number of manholes removed at locations shown on the plans or as directed by the
21 Engineer. Work shall include complete removal and disposal of the existing structure.

22
23 Payment for "Removal of Cement Conc. Curb, Curb and Gutter" shall be made on a per
24 linear foot basis. Work shall include all equipment, materials, labor, and disposal
25 necessary to remove the concrete and aggregate base per the Plans.

26
27 Payment for "Removal of Cement Conc. Traffic Curb and Gutter" shall be made on a per
28 linear foot basis for the actual amount of cement concrete traffic curb and gutter removed
29 at locations shown on the plans or as directed by the Engineer. Work shall include all
30 equipment, materials, labor, a saw cut neat line to the nearest joint at all limits of
31 removal, in addition the complete removal and disposal of the cement and aggregate
32 base.

33
34 Payment for "Removal of Cement Conc. Sidewalk and Driveway" shall be made on a per
35 square yard basis for the actual amount of cement concrete sidewalk and driveway
36 removed at locations shown on the plans or as directed by the Engineer. Work shall
37 include all equipment, materials, labor, a saw cut neat line to the nearest joint at all limits
38 of removal, in addition the complete removal and disposal of the cement and aggregate
39 base.

40
41 Payment for "Removal of Asphalt Conc. Driveway" shall be made on a per square yard
42 basis for the actual amount of asphalt concrete driveway removed at locations shown on
43 the plans or as directed by the Engineer. Work shall include all equipment, materials,
44 labor, a saw cut neat line to the nearest joint at all limits of removal, in addition the
45 complete removal and disposal of the asphalt conc. and aggregate base.

46
47

2-03 Roadway Excavation and Embankment

2-03.1 Description

Section 2-03.1 is supplemented with the following:

In addition to the work required to cut the roadway to subgrade the work shall include the removal and disposal of existing pavement and the work required to prepare and compact subgrade. The cubic yard amount in the proposal is calculated from the digital design model.

2-03.3(7) Disposal of Surplus Material

Section 2-03.3(7) is supplemented with the following:

Waste Sites

Any unsuitable waste material such as existing pavement, unsuitable backfill materials, concrete and excess clean material not incorporated into the project shall be disposed of offsite at a Contractor provided waste site. Disposal and waste sites shall meet all requirements of the Walla Walla County District Health Department and Chapter 173-304 WAC. When a waste site exceeds two thousand cubic yards of inert waste and demolition waste during the life of the landfill, the Contractor shall obtain and pay all costs as required to obtain a solid waste handling facility permit from the Health Department. The Contractor shall provide the Contracting Agency with a list identifying all waste sites, upon request.

The Contractor shall be responsible to make all arrangements and bear all cost associated for use of Non-Contracting Agency provided waste site(s), public waste site(s), and Contractor owned waste site(s). The Contractor shall provide to the Contracting Agency a copy of the written and signed agreement with the private property owner for use of private property for a waste site. The Agreement shall include at a minimum the following:

1. Name of legal owner of the property.
2. General description and location of the waste site to include all boundaries imposed by the property owner.
3. Haul routes agreed to by the property owner and the Contractor.
4. All restrictive dates that the property owner may have for not allowing use of the property for dumping excess materials.
5. All special conditions to include placement of materials, all compaction requirements and finished surfaces of the waste site by the property owner.

Division 5
Surface Treatments and Pavements

5-04 Hot Mix Asphalt
(January 31, 2023 APWA GSP)

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

5-04.1 Description

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

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

1 If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the
2 WSDOT Qualified Products List (QPL).

3
4 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt
5 binder from different sources is not permitted.

6
7 The Contractor may only use warm mix asphalt (WMA) processes in the production of
8 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to
9 the Engineer for approval the process that is proposed and how it will be used in the
10 manufacture of HMA.

11
12 Production of aggregates shall comply with the requirements of Section 3-01.
13 Preparation of stockpile site, the stockpiling of aggregates, and the removal of
14 aggregates from stockpiles shall comply with the requirements of Section 3-02.

15
16 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

17 If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List
18 (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

19
20 **5-04.2(1)A Vacant**

21
22 **5-04.2(2) Mix Design - Obtaining Project Approval**

23 No paving shall begin prior to the approval of the mix design by the Engineer.

24
25 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA
26 in the Contract documents.

27
28 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA
29 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
30 gores, prelevel, temporary pavement, and pavement repair. Other nonstructural
31 applications of HMA accepted by commercial evaluation shall be as approved by the
32 Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will
33 be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted
34 by commercial evaluation will be excluded from the quantities used in the determination
35 of nonstatistical evaluation.

36
37 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the Contractor
38 shall provide one of the following mix design verification certifications for Contracting
39 Agency review;

- 40
41
 - The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
 - 42 one of the mix design verification certifications listed below.
 - 43 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
 - 44 certification (stamp & signature) of a valid licensed Washington State
 - 45 Professional Engineer.
 - 46 • The Mix Design Report for the proposed HMA mix design developed by a
 - 47 qualified City or County laboratory that is within one year of the approval date.

48

The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO: resource proficiency sample program.

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for ***\$1\$*** million equivalent single axle loads (ESALs).
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

Commercial Evaluation Mix Design. Approval of a mix design for "Commercial Evaluation" will be based on a review of the Contractor's submittal of WSDOT Form 350-042 (for commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed, and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

- 1. Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper

and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:

- a. A mechanical sampling device attached to the HMA plant.
- b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The Contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained

prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the Contract.

Where an MTD/V is required by the Contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

When used, the MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard,

uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one-part water to one-part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

1
2 When discharged, the temperature of the HMA shall not exceed the optimum mixing
3 temperature by more than 25°F as shown on the reference mix design report or as
4 approved by the Engineer. Also, when a WMA additive is included in the manufacture of
5 HMA, the discharge temperature of the HMA shall not exceed the maximum
6 recommended by the manufacturer of the WMA additive. A maximum water content of 2
7 percent in the mix, at discharge, will be allowed providing the water causes no problems
8 with handling, stripping, or flushing. If the water in the HMA causes any of these
9 problems, the moisture content shall be reduced as directed by the Engineer.

10
11 Storing or holding of the HMA in approved storage facilities will be permitted with
12 approval of the Engineer, but in no event shall the HMA be held for more than 24 hours.
13 HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be
14 disposed of by the Contractor at no expense to the Contracting Agency. The storage
15 facility shall have an accessible device located at the top of the cone or about the third
16 point. The device shall indicate the amount of material in storage. No HMA shall be
17 accepted from the storage facility when the HMA in storage is below the top of the cone
18 of the storage facility, except as the storage facility is being emptied at the end of the
19 working shift.

20
21 Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior
22 to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is
23 evidence of the recycled asphalt pavement not breaking down during the heating and
24 mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until
25 changes have been approved by the Engineer. After the required amount of mineral
26 materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into
27 the mixer the HMA shall be mixed until complete and uniform coating of the particles and
28 thorough distribution of the asphalt binder throughout the mineral materials, and RAP is
29 ensured.

30
31 **5-04.3(7) Spreading and Finishing**

32 The mixture shall be laid upon an approved surface, spread, and struck off to the grade
33 and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used
34 to distribute the mixture. Unless otherwise directed by the Engineer, the nominal
35 compacted depth of any layer of any course shall not exceed the following:

36

37 HMA Class 1"	0.35 feet
38 HMA Class ¾" and HMA Class ½"	
39 wearing course	0.30 feet
40 other courses	0.35 feet
41 HMA Class ⅜"	0.15 feet

42

43 On areas where irregularities or unavoidable obstacles make the use of mechanical
44 spreading and finishing equipment impractical, the paving may be done with other
45 equipment or by hand.

46
47 When more than one JMF is being utilized to produce HMA, the material produced for
48 each JMF shall be placed by separate spreading and compacting equipment. The

intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation, the aggregate properties of sand equivalent, uncompacted void content, and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

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

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
---------------------------	----------------------------	-----------------------

1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

- b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request

after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall be tested.

Sampling and testing HMA in a structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a CPF using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2

All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

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

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. 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 \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the

existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

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

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or Roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core", the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core", the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction - Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the

Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

5-04.3(10)D1 HMA Nonstatistical Compaction - Lots and Sublots

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The

maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92%, a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

5-04.3(11)D Rejection - A Partial Sublot

1 In addition to the random acceptance sampling and testing, the Engineer may also
2 isolate from a normal subplot any material that is suspected of being defective in relative
3 density, gradation or asphalt binder content. Such isolated material will not include an
4 original sample location. A minimum of three random samples of the suspect material will
5 be obtained and tested. The material will then be statistically evaluated as an
6 independent lot in accordance with Section 1-06.2(2).

7
8 **5-04.3(11)E Rejection - An Entire Sublot**

9 An entire subplot that is suspected of being defective may be rejected. When a subplot is
10 rejected a minimum of two additional random samples from this subplot will be obtained.
11 These additional samples and the original subplot will be evaluated as an independent lot
12 in accordance with Section 1-06.2(2).

13
14 **5-04.3(11)F Rejection - A Lot in Progress**

15 The Contractor shall shut down operations and shall not resume HMA placement until
16 such time as the Engineer is satisfied that material conforming to the Specifications can
17 be produced:

- 18
19 1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking
20 no corrective action, or
21 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below
22 0.95 and the Contractor is taking no corrective action, or
23 3. When either the PF for any constituent or the CPF of a lot in progress is less than
24 0.75.

25
26 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

27 An entire lot with a CPF of less than 0.75 will be rejected.

28
29 **5-04.3(12) Joints**

30
31 **5-04.3(12)A HMA Joints**

32
33 **5-04.3(12)A1 Transverse Joints**

34 The Contractor shall conduct operations such that the placing of the top or wearing
35 course is a continuous operation or as close to continuous as possible. Unscheduled
36 transverse joints will be allowed, and the roller may pass over the unprotected end of the
37 freshly laid mixture only when the placement of the course must be discontinued for such
38 a length of time that the mixture will cool below compaction temperature. When the Work
39 is resumed, the previously compacted mixture shall be cut back to produce a slightly
40 beveled edge for the full thickness of the course.

41
42 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a
43 transverse joint as a result of paving or planing is open to traffic. The HMA in the
44 temporary wedge shall be separated from the permanent HMA by strips of heavy
45 wrapping paper or other methods approved by the Engineer. The wrapping paper shall
46 be removed and the joint trimmed to a slightly beveled edge for the full thickness of the
47 course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or
2. Removal and replacement of the wearing course of HMA, or
3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

1 When utility appurtenances such as manhole covers and valve boxes are located in the
2 traveled way, the utility appurtenances shall be adjusted to the finished grade prior to
3 paving. This requirement may be waived when requested by the Contractor, at the
4 discretion of the Engineer or when the adjustment details provided in the project plan or
5 specifications call for utility appurtenance adjustments after the completion of paving.
6

7 Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-
8 Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the
9 Engineer prior to the start of paving.
10

11 **5-04.3(14) Planing Bituminous Pavement**

12 The planing plan must be approved by the Engineer and a pre-planing meeting must be
13 held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing
14 submittals.
15

16 Where planing an existing pavement is specified in the Contract, the Contractor must
17 remove existing surfacing material and to reshape the surface to remove irregularities.
18 The finished product must be a prepared surface acceptable for receiving an HMA
19 overlay.
20

21 Use the cold milling method for planing unless otherwise specified in the Contract. Do
22 not use the planer on the final wearing course of new HMA.
23

24 Conduct planing operations in a manner that does not tear, break, burn, or otherwise
25 damage the surface which is to remain. The finished planed surface must be slightly
26 grooved or roughened and must be free from gouges, deep grooves, ridges, or other
27 imperfections. The Contractor must repair any damage to the surface by the Contractor's
28 planing equipment, using an Engineer approved method.
29

30 Repair or replace any metal castings and other surface improvements damaged by
31 planing, as determined by the Engineer.
32

33 A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a
34 minimum of 4 inches of curb reveal after placement and compaction of the final wearing
35 course. The dimensions of the wedge must be as shown on the Drawings or as specified
36 by the Engineer.
37

38 A tapered wedge cut must also be made at transitions to adjoining pavement surfaces
39 (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line
40 with vertical faces 2 inches or more in height, producing a smooth transition to the
41 existing adjoining pavement.
42

43 After planing is complete, planed surfaces must be swept, cleaned, and if required by the
44 Contract, patched and preleveled.
45

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.
2. A copy of each intersection's traffic control plan.

- 1 3. Haul routes from supplier facilities, and locations of temporary parking and staging
2 areas, including return routes. Describe the complete round trip as it relates to the
3 sequencing of paving operations.
4
- 5 4. Names and locations of HMA supplier facilities to be used.
6
- 7 5. List of all equipment to be used for paving.
8
- 9 6. List of personnel and associated job classification assigned to each piece of paving
10 equipment.
11
- 12 7. Description (geometric or narrative) of the scheduled sequence of planing and of
13 paving and intended area of planing and of paving for each day's work, must include
14 the directions of proposed planing and of proposed paving, sequence of adjacent
15 lane paving, sequence of skipped lane paving, intersection planing and paving
16 scheduling and sequencing, and proposed notifications and coordinations to be
17 timely made. The plan must show HMA joints relative to the final pavement marking
18 lane lines.
19
- 20 8. Names, job titles, and contact information for field, office, and plant supervisory
21 personnel.
22
- 23 9. A copy of the approved Mix Designs.
24
- 25 10. Tonnage of HMA to be placed each day.
26
- 27 11. Approximate times and days for starting and ending daily operations.
28

29 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

30 At least 2 Working Days before the first paving operation and the first planing operation,
31 or as scheduled by the Engineer for future paving and planing operations to ensure the
32 Contractor has adequately prepared for notifying and coordinating as required in the
33 Contract, the Contractor must be prepared to discuss that day's operations as they relate
34 to other entities and to public safety and convenience, including driveway and business
35 access, garbage truck operations, transit operations and working around energized
36 overhead wires, school and nursing home and hospital and other accesses, other
37 Contractors who may be operating in the area, pedestrian and bicycle traffic, and
38 emergency services. The Contractor, and Subcontractors that may be part of that day's
39 operations, must meet with the Engineer and discuss the proposed operation as it
40 relates to the submitted planing plan and paving plan, approved traffic control plan, and
41 public convenience and safety. Such discussion includes, but is not limited to:

- 42
- 43 1. General for both the Paving and Planing:
44
- 45 a. The actual times of starting and ending daily operations.
46

- b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.
 - d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
- a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.

- e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ____ PG ____, HMA for ____ Cl. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

“HMA Cl. ____ PG ____”, per ton.

“HMA for Approach Cl. ____ PG ____”, per ton.

“HMA for Preleveling Cl. ____ PG ____”, per ton.

“HMA for Pavement Repair Cl. ____ PG ____”, per ton.

“Commercial HMA”, per ton.

The unit Contract price per ton for “HMA Cl. ____ PG ____”, “HMA for Approach Cl. ____ PG ____”, “HMA for Preleveling Cl. ____ PG ____”, “HMA for Pavement Repair Cl. ____ PG ____”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-

1 04 except for those costs included in other items which are included in this
2 Subsection and which are included in the Proposal.
3
4
5 "Pavement Repair Excavation Incl. Haul", per square yard.
6
7 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"
8 shall be full payment for all costs incurred to perform the Work described in Section
9 5-04.3(4) with the exception, however, that all costs involved in the placement of
10 HMA shall be included in the unit Contract price per ton for "HMA for Pavement
11 Repair Cl. ____ PG ____", per ton.
12
13 "Asphalt for Prime Coat", per ton.
14
15 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for
16 all costs incurred to obtain, provide and install the material in accordance with
17 Section 5-04.3(4).
18
19 "Prime Coat Agg.", per cubic yard, or per ton.
20
21 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full
22 pay for furnishing, loading, and hauling aggregate to the place of deposit and
23 spreading the aggregate in the quantities required by the Engineer.
24
25 "Planing Bituminous Pavement", per square yard.
26
27 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be
28 full payment for all costs incurred to perform the Work described in Section 5-
29 04.3(14).
30
31 "Job Mix Compliance Price Adjustment", by calculation.
32
33 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described
34 in Section 5-04.3(9)C6.
35
36 "Compaction Price Adjustment", by calculation.
37
38 "Compaction Price Adjustment" will be calculated and paid for as described in
39 Section 5-04.3(10)D3.
40
41 "Roadway Core", per each.
42
43 The Contractor's costs for all Work associated with the coring (e.g., traffic control)
44 shall be incidental and included in the unit Bid price per each.
45

1 "Cyclic Density Price Adjustment", by calculation.
2
3 "Cyclic Density Price Adjustment" will be calculated and paid for as described in
4 Section 5-04.3(10)B.
5 (*****)
6 "Pavement Repair", per square yard.
7 Payment for "Pavement Repair" shall include excavation, removal and haul, existing
8 HMA removal and disposal, crushed surfacing, asphalt, labor, and equipment necessary
9 to repair the pavement per the Plans.
10
11

1
2
3 **Division 8**
4 **Miscellaneous Construction**
5

6 **8-01 Erosion Control and Water Pollution Control**
7

8 **8-01.4 Measurement**
9

10 (*****)

11 Section 8-01.4 is supplemented with the following:
12

13 No unit measurement will be made for project erosion and dust control, per lump sum.
14

15 **8-01.5 Payment**
16

17 (*****)

18 Section 8-01.5 is supplemented with the following:
19

20 Payment will be made for required "Project Erosion and Dust Control", per lump sum. The
21 lump sum payment for "Project Erosion and Dust Control" shall be full compensation for
22 all labor, equipment, and materials as required to develop and implement the project
23 SWPPP and to provide dust control as described above (including watering and sweeping)
24 and to install and maintain erosion control BMPs called for in the plans and specifications,
25 including maintenance and inspection of the BMPs on a weekly basis by a certified erosion
26 and sediment control lead retained by the contractor. The bid items "Stabilized
27 Construction Entrance" and "Inlet Protection" will be paid separately and are not covered
28 under the "Project Erosion and Dust Control" bid item.
29

30 The force account item "Erosion/Water Pollution Control" shall include erosion control work
31 authorized by the engineer that is not covered by other erosion control and water pollution
32 control bid items in the contract documents.
33

34 **8-02 Roadside Restoration**
35

36 **8-02.3(4)C Topsoil Type C**
37

38 Section 8-02.3(4)C is supplemented with the following:
39

40 *****

41 Prior to applying Topsoil Type C, the Contractor shall scarify any areas impacted by
42 construction to the depths as indicated in the Plans.
43

44 Topsoil shall settle for a minimum of five working days prior to measurement. Areas not
45 receiving a uniform 12-inch settled depth shall have additional topsoil placed until the
46 specified depth is achieved at no additional cost to the Contracting Agency.
47

48 **8-03 Irrigation Systems**
49

50 **8-03.5 Payment**

Section 8-03.5 is supplemented with the following:

(*****)

Payment of **"Irrigation Restoration"** shall be made by force account as specified in Section 1-09.6 of the Standard Specifications.

8-04 Curbs, Gutters, and Spillways

8-04.3 Construction Requirements

(*****)

Section 8-04.3 is supplemented with the following:

All materials and workmanship shall be conducted as shown on City of College Place Standard Plan 110.19 and 110.20. Existing curbs may be wider than that shown on City of College Place Standard Plan 110.19. No additional payment will be made to match curb dimensions that are different at tie in points.

Prior to constructing new curb and gutter, the Contractor shall have the Engineer review the curb string line so that adjustments can be made if necessary.

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

(*****)

Delete the first sentence of section 8-04.3(1) and replace with the following:

Cement concrete curb, curb and gutter, gutter, and spillway shall be constructed with air entrained concrete Class 4000 conforming to the requirements of Section 6-02.

Curb cuts are to be installed at the locations shown on the Plans and shall be formed during installation of the new curb and gutter.

8-04.4 Measurement

Section 8-04.4 is supplemented with the following:

(*****)

Measurement shall be on linear foot basis for the actual amount of authorized **"Cement Conc. Traffic Curb and Gutter"**, and **"Cement Conc. Pedestrian Curb"**, constructed regardless of the height, width, or type.

8-04.5 Payment

Section 8-04.5 is supplemented with the following:

(*****)

For Schedule 1

Payment for **"Cement Conc. Traffic Curb and Gutter"**, and **"Cement Conc. Pedestrian Curb"** shall include the crushed surfacing placed beneath the curb and excavation beneath the curb where specified or shown on the Plans.

8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

8-06.5 Payment

Section 8-06.5 is supplemented with the following:

(*****)

Payment for "Cement Conc. Driveway Entrance" shall include the crushed surfacing placed under the driveway and necessary excavation.

Payment for "Cement Conc. Driveway Entrance - Commercial" shall include the #4 rebar and crushed surfacing placed under the driveway and necessary excavation.

8-14 Cement Concrete Sidewalks

8-14.5 Payment

Section 8-14.5 is supplemented with the following:

(*****)

Payment for "Cement Conc. Sidewalk" shall include the crushed surfacing placed under the sidewalk and necessary excavation.

Payment for "Cement Conc. Curb Ramp Type _" shall include the crushed surfacing placed under the curb ramp and necessary excavation.

8-20 Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical

8-20.4 Measurement

Section 8-20.4 is supplemented with the following:

Measurement of the following items will be made as the unit identified.

Measurement of new conduit will be made per linear foot along the horizontal centerline of the finished conduit. Conduit specified in the plans to be installed by trenching may be bored. Conduit specified in the plans to be installed by horizontal direction drilling and pull back shall not be trenched except as necessary near existing junction boxes and light pole foundations.

Measurement of new conductors will be made per linear foot. Removal of existing conductors, pulling of a cleaning mandrel through the existing conduit and pulling the existing conductors back into the existing conduit is incidental to the work and will not be measured. Termination of conductors is incidental to the work and will not be measured.

1
2 Measurement for junction boxes will be made per each for completed junction box with lid.
3 The junction box includes labor, materials, surface area preparation, excavation and ground
4 cover restoration.
5
6 Measurement for ornamental light pole foundations will be made per each. The foundation
7 includes labor, materials, surface area preparation, excavation, forming work and materials,
8 stripping forms, concrete, placing concrete, setting anchor bolts, concrete finishing, and
9 ground cover restoration. The foundation also includes setting the Owner supplied light pole
10 and fixture.
11
12 Measurement for street light pole foundations will be made per each. The foundation includes
13 labor, materials, surface area preparation, excavation, forming work and materials, stripping
14 forms, concrete, placing concrete, setting anchor bolts, concrete finishing, and ground cover
15 restoration. The foundation also includes setting the Owner supplied light pole and fixture(s).
16
17 Measurement for bollards will be made per each. The bollard includes labor, materials,
18 pavement coring, concrete bollard foundation materials, coatings and finishes necessary to
19 install a complete bollard.
20
21 All other work associated with illumination shall be considered incidental and will not be
22 measure for payment.
23
24 **8-20.5 Payment**
25
26 Section 8-20.5 add the following pay items and pay item description to this section:
27
28 "Schedule ____ Conduit ____ In. PVC Trenched", per linear foot.
29
30 The unit price per linear foot for "Conduit ____ In. PVC Trenched" shall be full payment to
31 supply, install and terminate the conduit in a junction box or tie to a light pole. Payment includes
32 trenching, backfill and ground cover restoration.
33
34 "Schedule ____ Conduit ____ In. PVC HDD", per linear foot.
35
36 The unit price per linear foot for "Conduit ____ In. PVC HDD" shall be full payment to supply,
37 install and terminate the conduit in a junction box or tie to a light pole. Payment includes boring
38 and pull back of the conduit and ground cover restoration.
39
40
41 "Conductor ____ AWG.", per linear foot.
42
43 The unit price per linear foot for "Conductor ____ AWG" shall be full payment to supply, install
44 and terminate new conductors. Removal of existing conductors, pulling of a cleaning mandrel
45 through the existing conduit and pulling the existing conductors back into the conduit is
46 incidental to the work and will not be measured. Termination of existing conductors is incidental
47 to the work and will not be measured.
48
49 "Type 1 Standard Duty Junction Box", per each.
50

1 The unit price per each for "Type 1 Standard Duty Junction Box" shall be full payment to install
2 the **Owner-supplied** junction box and lid, including surface area preparation, excavation and
3 ground cover restoration.
4
5 "Ornamental Light Pole Foundation", per each.
6
7 The unit price per each for "Ornamental Light Pole Foundation" shall be full payment to supply
8 and install the foundation, surface area preparation, excavation, forming work and materials,
9 stripping forms, concrete, placing concrete, setting anchor bolts, concrete finishing, and
10 ground cover restoration. Payment also includes setting the light pole and fixture. **Ornamental**
11 **Light Poles and Fixtures are supplied by the Owner.**
12
13 "Street Light Pole", per each.
14
15 The unit price per each for "Street Light Pole" shall be full payment to supply and install the
16 light pole and fixture, foundation, surface area preparation, excavation, forming work and
17 materials, stripping forms, concrete, placing concrete, setting anchor bolts, concrete finishing,
18 and ground cover restoration.
19
20 "Bollard", per each.
21
22 The unit price per each for "Bollard" shall be full payment to supply and install labor, materials,
23 pavement coring, concrete bollard foundation materials, coatings and finishes necessary to
24 install a complete bollard.
25
26
27 **8-21 PERMANENT SIGNING**
28
29 **8-21.1 Description**
30
31 Section 8-21.1 is removed and replaced with the following:
32
33 (*****)
34 This work consists of removal, salvage, providing of new, and installation of permanent
35 signing and project signs as shown on the Plans or as directed by the Engineer.
36
37 **8-21.2 Materials**
38
39 Section 8-21.2 is supplemented with the following:
40
41 (*****)
42 All sign posts shall be break-away galvanized perforated steel posts. The sign post shall
43 be a minimum of 14 gauge. The base shall be a 2 1/4" square and a minimum of 7 gauge,
44 perforated steel. Construct per City of College Place Standard Plan 110.71, 110.71A, and
45 110.71B.
46
47 All signs shall be the "Conventional Road" sign size. The sizes for regulatory signs are
48 shown in Table 2B-1 of the Manual on Uniform Traffic Control Devices (MUTCD). The
49 sizes for street name signs are shown in the City of College Place Standard Plan 110.72.
50 All signs shall meet the requirements of the MUTCD.
51

APPENDIX A-
SEPA DETERMINATION OF NON-SIGNIFICANCE

WAC 197-11-970 DETERMINATION OF NONSIGNIFICANCE (DNS)

Description of Proposal: The City of College Place is proposing reconstruction of NE "C" Street, Damson Avenue, and NE Cedar Avenue. The project will include approximately 2,700 feet of NE "C" Street from the intersection of NE "C" Street/College Avenue to NE "C" Street/Larch Avenue, approximately 700 feet of Damson Avenue from the intersection of Damson Avenue/NE "C" Street to Damson Avenue/Rose Street, and approximately 680 feet of NE Cedar Avenue from the intersection of NE Cedar Avenue/"A" Street to NE Cedar Avenue/NE "C" Street. The improvements will consist of full reconstruction including underground utilities, surface improvements, and sidewalk/curb and gutter infill to complete the pedestrian corridors through the project. Side streets will be impacted through the curb returns and tie into the existing elevations. Right-of-way acquisition will be required through various portions of the project limits.

Proponent: The City of College Place

Location of Proposal: The project is located in the City of College Place, Walla Walla County, Washington. The project is situated in the SW Quarter of Section 25, Township 7N, Range 35E. The project area includes the entire right-of-way of NE "C" Street from College Avenue to Larch Avenue, Damson Avenue from NE "C" Street to Rose Street, and NE Cedar Avenue from "A" Street to NE "C" Street.

Lead Agency: City of College Place
625 S. College Ave.
College Place, WA 99324

The lead agency for this proposal has determined that it does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW [43.21C.030](#) (2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

- ☐ There is no comment period for this DNS.
- ☐ This DNS is issued after using the optional DNS process in WAC [197-11-355](#). There is no further comment period on the DNS.
- ☒ This DNS is issued under WAC [197-11-340](#)(2); the lead agency will not act on this proposal for 14 days from the date below. Comments must be submitted by August 10, 2016 at 5:00pm.

Responsible official: Jonathan J Rickard
Position/title: City Planner
Phone: 509-394-8524
Address: 625 S College Ave, College Place WA 99324



July 27, 2016
Date

Signature

APPENDIX B-
CULTURAL RESOURCES ASSESSMENT

CULTURAL RESOURCES REPORT COVER SHEET

Author(s): Molly E. Swords and Kristen Tiede, GRAM Northwest, LLC

Title of Report: *Cultural Resource Survey Report for the Damson Avenue Reconstruction Project – College Place, Washington (DAHP Project #2023-11-07724)*

Date of Report: January 2024

County(ies): Walla Walla **Section:** 25 **Township:** 7N **Range:** 35E

Quad: College Place, WA 7.5 **Acres:** 1

PDF of report submitted (REQUIRED): ☒ Yes

Historic Property Inventory Forms to be Approved Online? ☐ Yes ☒ No

Archaeological Site(s)/Isolate(s) Found or Amended? ☐ Yes ☒ No

TCP(s) found? ☐ Yes ☒ No

Replace a draft? ☐ Yes ☒ No

Satisfy a DAHP Archaeological Excavation Permit requirement?

☐ Yes (# _____) ☒ No

Were Human Remains Found?

☐ Yes (DAHP Case # _____) ☒ No

DAHP Archaeological Site #: None

- Submission of PDFs is required.
- Please be sure that any PDF submitted to DAHP has its cover sheet, figures, graphics, appendices, attachments, correspondence, etc., compiled into one single PDF file.
- Please check that the PDF displays correctly when opened.

**Cultural Resource Survey Report
for the Damson Avenue Reconstruction
Project – College Place, Washington
(DAHP Project #2023-11-07724)**

DRAFT

Preface

This cultural resource review report (survey report) has been prepared by GRAM Northwest, LLC, for the reconstruction of a segment of Damson Avenue in College Place, Washington. The project area is approximately 187 meters (0.12 miles) in length. As the project is funded by the Washington Transportation Improvement Board, this project is subject to compliance with Washington Governor’s Executive Order 21-02, *Archaeological and Cultural Resources*, in addition to the Washington State Environmental Policy Act (RCW 43.21, “State Environmental Policy”).

This report includes a literature review, a geomorphologic review, and data from geographic information systems. A site visit was conducted on December 12, 2023. It was determined that a pedestrian survey and the excavation of shovel test probes (STPs) throughout the project area would not be feasible. **Based on the previous disturbance in the project area, cultural resources monitoring is not recommended for this project. An Inadvertent Discovery Plan should be followed during ground-disturbing work for this project (Appendix A).**

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DRAFT

1 Introduction

This cultural resource review report (survey report) has been prepared by GRAM Northwest, LLC, for the reconstruction of a segment of Damson Avenue in College Place, Washington. As the project is funded by the Washington Transportation Improvement Board, this project is subject to compliance with Washington Governor’s Executive Order 21-02, *Archaeological and Cultural Resources*, in addition to the Washington State Environmental Policy Act (RCW 43.21, “State Environmental Policy”).

1.1 Project Activities

The project includes the reconstruction of a segment of Damson Avenue on the south side of NE Rose Street in College Place, Washington. Project activities, including excavation, grading, installation of utilities, and other general construction activities, will take place throughout the project area.

The property is located in Walla Walla County, Section 25 of Township 7N, Range 35E. The project area is approximately 187 meters (0.12 miles) in length and consists of the footprint of Damson Avenue as well as a small portion of lands adjacent to Damson Avenue (Figures 1 and 2).

1.2 Project Proponent and Regulatory Background

The project proponents are PBS Engineering and Environmental, Inc. and the City of College Place. This survey report is subject to compliance with Washington Governor’s Executive Order 21-02, as well as the Washington State Environmental Policy Act (RCW 43.21, “State Environmental Policy”).

1.3 Survey Personnel

The principal investigator for this project was Molly Swords of GRAM Northwest, LLC. Ms. Swords meets the Secretary of the Interior’s professional qualification standards and oversaw the completion of all elements of this cultural resource survey.

1.4 Availability of Survey and Inventory Forms

Digital copies of the report and any additional documents (e.g., site and/or isolate forms) associated with this project will be available via the Washington Information System for Architectural & Archaeological Records Data (WISAARD) (<https://fortress.wa.gov/dahp/wisaardp3/>), which is maintained by the Department of Archaeology and Historic Preservation (DAHP).

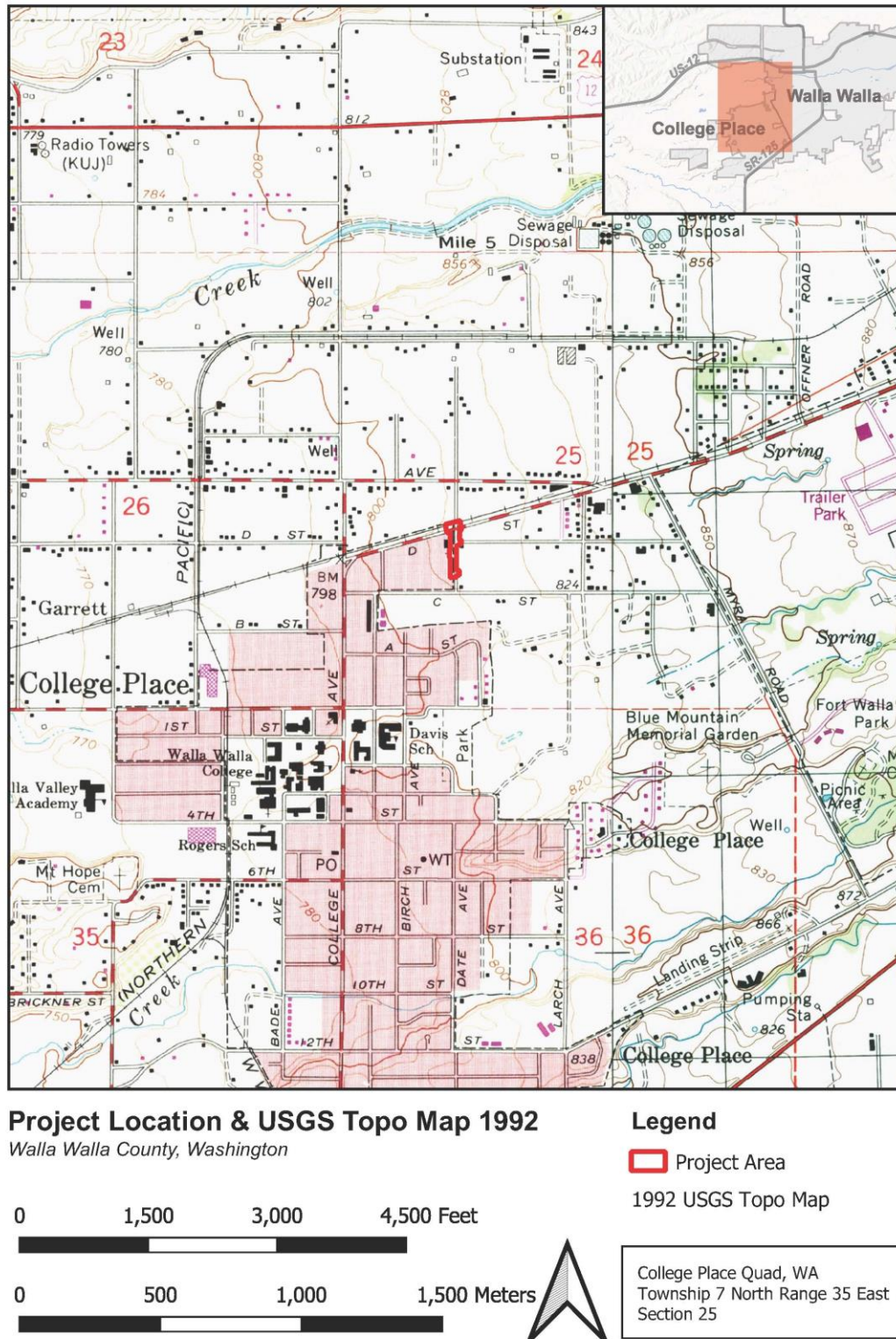


Figure 1. Project Area on USGS Quad Topography Map



Figure 2. Project Area – Aerial Imagery

2 Environmental Setting

2.1 Climate and Vegetation

The project area is located within the Columbia Plateau, a region characterized by a shrub-steppe ecosystem. This semiarid environment typically consists of perennial grasses and shrubs, including the following: Great Basin wild rye (*Leymus cinereus*), needle and thread grass (*Stipa comata*), antelope bitterbrush (*Purshia tridentate*), sagebrush (*Artemisia* sp.), and rabbitbrush (*Chrysothamnus* sp.). Native wildflowers include balsamroot (*Balsamorhiza* sp.), buckwheat (*Eriogonum* sp.), phloxes, desert parsleys, and lupines (Franklin and Dyrness, 1973). This area receives approximately 53 centimeters (21 inches) of rainfall annually, primarily during the winter months (World Climate, 2023).

2.2 Geomorphology

The geomorphology within and around the project area is Quaternary alluvium described as unconsolidated or semiconsolidated alluvial clay, silt, sand, gravel, and (or) cobble deposits. Locally these deposits include peat, muck, and diatomite; beach, dune, lacustrine, estuarine, marsh, landslide, lahar, glacial, or colluvial deposits; volcanoclastic or tephra deposits; or modified land and artificial fill. These geological units are described as observed in the Washington Department of Natural Resources geologic information portal (<https://geologyportal.dnr.wa.gov/>).

3 Cultural Setting

3.1 Pre-Contact Cultural Sequence

Archaeological investigations conducted on the Columbia Plateau have enabled the creation of a cultural chronology dating to the end of the Pleistocene epoch. Table 1 summarizes the cultural sequence for the area (from Sharpe and DeMaris, 2012 [used with permission]).

Table 1. Pre-Contact Cultural Sequence for Southeast Washington

Cultural Period	Years Before Present	Site Types	Architecture	Subsistence
General Columbia Plateau				
Windust Phase	11,000 – 8,000	Rock shelters, caves, game processing sites, lithic reduction sites; isolated lithic tools Examples include Marmes Rockshelter, Bernard Creek, Lind Coulee, Kirkwood Bar, Deep Gully, Granite Point, Fivemile Rapids, and Bobs Point	Rock shelters and caves; open habitation sites No evidence of constructed dwellings or storage features	Large mammals supplemented with small mammals and fish Toolset: Windust, Clovis, Folsom, and Scottsbluff points; contracting stemmed points and/or lanceolate points; cobble tools

Table 1. Pre-Contact Cultural Sequence for Southeast Washington

Cultural Period	Years Before Present		Site Types	Architecture	Subsistence
Mid-Columbia Region — Vantage Area					
Cascade/ Vantage Phase	8,000 – 4,500		Lithic scatters, quarry sites, resource processing sites, and temporary camps	Rock shelters and caves; open habitation sites	Mobile, opportunistic foragers subsisting on fish, mussels, seeds, and mammals Basalt leaf-shaped Cascade and stemmed projectile points, ovate knives, edge-ground cobble tools, microblades, hammerstones, core tools, and scrapers
Frenchman Springs Period	4,500 – 2,500		Habitation sites along major rivers, confluences, tributaries, canyons, and rapids Lithic scatters, quarry sites, resource processing sites, seasonal round of upland to lowland travel for resource procurement, and seasonal camps	House dwellings, including semi-subterranean	As earlier, but with increased use of upland resources, seeds, and roots Groundstone and cobble tools, mortars, pestles, contracting stemmed, corner notched, and stemmed projectile points, hopper mortar bases and pestles, knives, scrapers, and graters Wider tool material variety
Cayuse Phase	I	2,500 – 1,200	Habitation sites at major rivers, confluences, tributaries, canyons, and rapids Lithic scatters, quarry sites, resource processing sites, and seasonal round camps Ideological and spiritual sites	Pithouses with wall benches	Reliance on riverine resources, fish, and botanicals; basal-notched and corner-notched projectile points (most corner-notched) Variety of tools including groundstone, scrapers, lanceolate and pentagonal knives, net weights, cobble tools, drills, etc.

Table 1. Pre-Contact Cultural Sequence for Southeast Washington

Cultural Period	Years Before Present		Site Types	Architecture	Subsistence
	II	1,200 – 900	Same as Cayuse Phase I	Pithouses without wall benches	Same as Cayuse Phase I
	III	900 – 250	Increased mobility and hunting ability due to horse introduction Large village habitation sites along rivers, seasonal round camps Same site types as Cayuse Phases I & II	Pit longhouse village sites	Decrease in corner notched points, increase in stemmed and side-notched projectile points, fine pressure flaked tools Increase in trade goods
Sources: Morgan et al. (2001); Walker (1998); Sharpe and Marceau (2001); Swanson (1962); Nelson (1969); Galm et al. (1981); Benson et al. (1989); Thoms et al. (1983); Green (1975); and Rice (1980).					

3.2 Ethnographic Period

Native American groups in the region include the Wanapum, Yakama, Umatilla, Nez Perce, Walla Walla, Cayuse, Palouse, Colville, and other neighboring groups (Fagan, 2000; Schuster, 1998; Stern, 1998). The Southern Plateau groups did not have formal political unity under a permanent central influence; instead, they formed smaller, politically self-governing groups (villages). The groups were joined by bordering territory, language (Sahaptin), common culture, and frequent social interaction. Although the different groups within the Southern Plateau presided and had power over a specific territory, hunting and fishing grounds were shared amongst all, as cooperation between these groups was common.

During this period, local residents moved seasonally. Seasonal rounds included semi-permanent winter villages along major waterways, including the Columbia and Snake Rivers. In the spring, small groups would travel into canyons and river valleys in temporary camps to gather roots and other spring provisions. Summer food gathering centered on collecting berries and other mountain-based foods in the late summer and early fall (Chatters, 1980).

The *Handbook of North American Indians* (Walker, 1998) summarizes the ethnohistoric cultural pattern of the Columbia Plateau as follows:

- Riverine settlement patterns
- Reliance on a diverse subsistence base of anadromous fish and extensive game and root resources
- Mutual cross-utilization of subsistence resources among the various groups comprising the populations of the area
- Extension of kinship ties through extensive intermarriage
- Limited political integration, primarily at the village and band levels, until adoption of the horse

- Relatively uniform mythology, art styles, and religious beliefs and practices focused on the vision quest, shamanism, lifecycle observances, and seasonal celebrations of the annual subsistence cycle

3.2.1 Traditional Native American Place Names

A review of the project area described in *Čáw Pawá Láakni, They Are Not Forgotten: Sahaptian Place Names Atlas of the Cayuse, Umatilla, and Walla Walla* (Hunn et al., 2015:124-125), indicated that the project area is located within one named place (Walawála), and within approximately 1.6 kilometers (1 mile) of two additional named places.

- **Walawála (meaning “many small streams”)** refers to the Walla Walla River and its many tributaries, such as Mill Creek in Walla Walla, Washington. The name refers to the Walla Walla Valley, which is bisected by numerous streams.
- **Weyíilet (meaning “place of the waving grass”)** refers to an area near Whitman Mission Historical Park, within the city limits of Walla Walla, Washington. On June 6, 1806, William Clark recorded the name of a band of people visiting the Nez Perce as “Ye-E-al-po...who reside to the South of the entrance of Kooskooskie into Lewis’s river,” indicating the mouth of the Tucannon River at the Snake River. On June 8, 1806, Meriwether Lewis noted two men of “Y-e-let-pos” Band among the Nez Perce visitors that day. Subsequent to the exploration period, the term *Weylíiletpuu* has been applied generically to refer to all Cayuse people.
- **Waatnuwáš (meaning “spirit power seeking place”)** refers to a hill near Walla Walla that was a site for seeking spirit power.

Additional sources were also reviewed to identify other traditionally named areas around the project area.

- **Pa’cxapu** refers to the site of present-day Walla Walla (Hunn, 1991:55).
- **Palaynu-wa’sh (meaning “crazy place”)** refers to a hill near Walla Walla where tribal members sought spirit power. Hunn (1991:55) noted huckleberries were gathered on “this side” of the hill.
- **Pa’shxa** refers to the site of present-day Walla Walla (Hunn, 1991:57). According to Suphan (1974; cited in Hunn, 1991:57), the Cayuse people in the region of the Walla Walla River were known as pa’cxapu.
- **Shapa’-q’icht (meaning “hang it up”)** refers to a place near Walla Walla “where a man’s leggings [were] caught in a tree” (Hunn, 1991:72).
- **U’sha/a’yn** refers to a hill near Walla Walla that was a known gambling location (Hunn, 1991:97).
- **Watnuwa’sh** refers to a hill near Walla Walla for seeking spirit power (Hunn, 1991:103).

3.2.2 Confederated Tribes of the Umatilla Indian Reservation, Confederated Tribes and Bands of the Yakama Nation, Colville Tribes, and Nez Perce Tribe

According to DAHP, the project area falls within the traditional lands of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), Confederated Tribes and Bands of the Yakama Nation (Yakama Nation), the Colville Tribes, and Nez Perce Tribe. Treaties negotiated in 1855 established reservation lands for the Yakama Nation (Treaty with the Yakama, 1855), the CTUIR (Treaty with the Cayuse,

Umatilla, and Walla Walla, 1855), and the Nez Perce (Treaty with the Nez Perce, 1855). Many articles of the treaties continued to be challenged and the reservations systematically reduced in size for decades (CTUIR, n.d.). The 1947 Boldt Decision was a historic ruling that reaffirmed Native peoples access to fish and an equal share of the salmon harvests on ceded lands, which had been agreed upon with earlier treaties (United States v. Washington, Feb. 12, 1974).

3.3 Euro-American Period

The Lewis and Clark Expedition of 1805-1806 prompted large-scale Euro-American exploration and settlement of the region. Early explorers sought trade with Native Americans, and trade routes were established. Other settlers including miners, livestock producers, and homesteaders soon followed. By the 1860s, the discovery of gold north and east of the mid-Columbia region resulted in an influx of miners traveling through the area. The mining industry created a demand for beef, and the Columbia Basin was ideal for livestock production (Grundy et al., 1998).

3.3.1 Euro-American Explorers

Contact between Native Americans and Euro-Americans on the Columbia Plateau began with the Corps of Discovery in the early 1800s (Plamondon, 2004). In 1805, when the Corps of Discovery headed by Meriwether Lewis and William Clark reached the confluence of the Yakima and Columbia Rivers, they noted that the presence of European trade goods had already reached this part of North America. In addition, the Corps of Discovery noted evidence of smallpox epidemics (Schuster, 1998).

The Corps of Discovery largely followed the Columbia River through the region and did not travel near the project area. On October 18, 1805, the Corps passed the mouth of the Walla Walla River as they canoed down the Columbia (Moulton, 2002a:298). On April 29, 1806, the Corps camped near the mouth of the Walla Walla River on their return trip (Moulton, 2002b: 181). Lewis noted “The Wallahwollah [sic] river discharges itself into the Columbia on it’s S. side 15 miles below the entrance of Lewis’s river [the Snake River]” (Moulton, 2002b:182).

Other scientific, commercial, and religious exploration expeditions entered the region during the early 1800s. Many of these expeditions would have lasting impacts on the region’s Native populations with settlers, miners, missionaries, and fur traders entering the area.

3.3.2 The Fur Trade

The fur trade of the Pacific Northwest and Columbia Plateau was built upon established Indian trade networks that involved the exchange of numerous commodities, in addition to peltries and hides. Native Americans used these established networks along established trails and centers to gather for trade. Prized trade commodities traveled hundreds or thousands of miles from their origins. These prized items may have had some common social or ceremonial value. Commodities were typically traded at important places that were “trade centers” connected by elaborate “trade nets” (Swagerty, 1988).

Major trade centers were typically located around surplus-abundant economies able to selectively harvest food and other commodities to nonhorticultural or fishing neighbors (Swagerty, 1988). Within the Columbia Plateau, several areas served as important trade (or rendezvous) centers. The primary trade center in the Pacific Plateau area was centered at The Dalles (present-day Oregon). From here, other permanent (and regionally significant) trade centers were connected by trade nets.

Important trade centers frequented by Plateau Tribes were the Kittitas Fair, Grande Ronde rendezvous, Kettle Falls, located near the confluence of the Snake and Columbia Rivers (Swagerty, 1988). At these locations, a variety of goods and foods were exchanged. Items from The Dalles area trade network have been found in archaeological sites from Alaska to California and as far east at sites along the Missouri River (Swagerty, 1988). Due to the extensive nature of trade prior to Euromerican fur traders entering the region, it is no surprise that the Corps of Discovery noted the presence of European trade goods when they entered the region in 1805.

The period of greatest intensity for the Euromerican fur trade began around the 1810s and ended roughly in the 1870s. Concurrently, Native Americans would suffer a demographic decline, intensifying warfare, and a diminished subsistence base. In 1811, the first fur traders, part of Great Britain's North West Company and Alexander Ross of the Pacific Fur Company, traversed the areas around the present day Tri Cities, Washington. In 1814, Ross visited the area to purchase horses from the Yakama (Ross, 2000). Contact between Euromericans and Native Americans for trade would continue, with some experiencing intermittent interactions while other groups in the Plateau played a significant role (Stern, 1993; Stern, 1996).

3.3.2.1 Fort Nez Perces

In 1818, the North West Company built Fort Nez Perces at the Confluence of the Columbia and Walla Walla rivers. The fort was absorbed by the Hudson's Bay Company in 1821 and came to be known as Fort Walla Walla (Paulus, 2008; County of Walla Walla, 2018; City of Walla Walla, n.d.; Binus, 2003; Harden, 2021:25). The first cattle were brought into the area as trade was established with local tribes (Paulus, 2008). In 1841, the fort was destroyed by fire and later rebuilt with adobe. The second fort was burned down again in 1855, during the Indian wars (Binus, 2003). Fort Walla Walla (formerly Fort Nez Perces) was then abandoned (Paulus, 2008; Wilma, 2003).

3.3.2.2 Fort Walla Walla

In 1856, Lieutenant Colonel E.J. Steptoe and his men constructed a temporary stockade on Mill Creek, seven miles east of Walla Walla (Denfeld, 2011; Paulus, 2008). This stockade was the second "Fort Walla Walla" and was operational for only a short period of time. The third Fort Walla Walla was built in today's downtown Walla Walla, near 1st and Main streets. Though none of the fort remains today, while in operation, it hosted barracks, officer's quarters, and stables (Denfeld, 2011; Fort Walla Walla Museum n.d.).

The Fort Walla Walla that many are familiar with today was originally built between 1857 and 1858 (Paulus, 2008; Denfeld, 2011). The fort served as a calvary post, eventually covering 640 acres, and containing 60 buildings (Denfeld, 2011; Fort Walla Walla Museum, n.d.). A cemetery was created in 1856, where casualties of clashes with various Native American tribes were interred (Denfeld, 2011).

Fort Walla Walla was closed as a military post in 1910 (Paulus, 2008; County of Walla Walla, 2018; Denfeld, 2011). St. Mary's Hospital used the fort when the hospital had been destroyed by a fire in 1915 (Denfeld, 2011). By 1921, the fort was converted into a veteran's hospital (Paulus, 2008).

Today, several original fort buildings have been preserved by the Fort Walla Walla Museum and the Fort Walla Walla district is listed on the National Register of Historic Places (Denfeld, 2011).

3.3.3 Missionaries

Missionaries and emigrants entered the Columbia Plateau a few years after the fur trade was established. Marcus and Narcissa Whitman and a group of missionaries crossed the Blue Mountains in late August 1836. The Whitmans chose Waiilatpu just west of the present-day city of College Place, Washington as the location for their Presbyterian mission (Meinig, 1995:127; Johansen, 1967:165; City of Walla Walla, n.d.). Soon after its founding, the mission began to serve as a stopping point along the Oregon Trail for emigrants. The primary purpose of the mission became aiding the emigrants, as the Whitmans had been unsuccessful at converting the Cayuse to Christianity (Meinig, 1995; Harden, 2021; Tate, 2020). The influx of emigrants brought several diseases that were detrimental to local Native American populations (Meinig, 1995; Johansen, 1967).

Devastating bouts of scarlet fever and measles persisted amongst the *Weyíiletpu* (Cayuse), likely introduced by emigrants. The *Weyíiletpu* were angered with Dr. Whitman's inability to cure tribal members (Johansen, 1967; Harden, 2021). Starting on November 29, 1847, several Cayuse killed Marcus Whitman, his wife Narcissa, and eleven others at the mission. One month later, the remaining occupants of the mission were ransomed to Hudson's Bay Company men for \$500 worth of goods (Meinig, 1995; Harden, 2021).

In response to the violence at Waiilatpu, a volunteer militia gathered in the Willamette Valley and headed towards Walla Walla. These volunteer troops marched through the vicinity of present-day Umatilla on their way to Walla Walla. This militia retaliated against the *Imatalamláma* (Umatilla), *Weyíiletpu*, and *Walúulapam* (Walla Walla). Five *Weyíiletpu* warriors, known as the Cayuse Five, were captured, taken to Oregon City, given a biased trial, and then executed in 1850 (Meinig, 1995; Johansen, 1967; Beckham, 1998:149; Harden, 2021; Tate, 2020). Ultimately, the U.S. Congress established a territorial government for Oregon in response to the Whitman incident (Lyman, 1918; Johansen, 1967).

3.3.4 The Oregon Trail

The Oregon Trail had a substantial impact on the Columbia Plateau, as roughly a quarter of a million people crossed the Plateau bound for various locations in the Pacific Northwest. The first overland travelers in covered wagons furnished the first mode of mass transportation to the Pacific Northwest that exploited or elaborated upon traditional Native American trade, subsistence, and hunting trails to complete the 6-month, 2,170-mile journey by wagon (Bagley, 2010).

When the Donation Land Act of 1850 was passed, the number of emigrants pushing through Oregon was amplified. The act voided all laws previously passed making grants of land but was worded to consider existing claims in the Oregon Country. Settlers arriving after 1850 were granted half a section if married, or one quarter of a section if single (Bagley, 2010; Harden, 2021). The Donation Land Act resulted in increased traffic along the Oregon Trail and growing tensions between Indians and non-Indians (Bagley, 2010).

Timing was very important to the emigrants' success in reaching Oregon. Emigrants typically departed from Missouri in April or May to arrive in the Pacific Northwest by September or August. This timeframe put them on schedule to reach the mountain passes when snowpack melted and would not hinder their journey (Unruh, 1993). Not long after leaving Independence, Missouri, many emigrants lightened their loads by dumping excess items.

The first leg of the journey along the Platte River was not as strenuous, but life was not easy during the crossing. Every stop entailed foraging for firewood or buffalo chips and water, constant wagon maintenance, and other camp tasks (Bagley, 2010; Unruh, 1993). As the Oregon Trail reached the Continental Divide, the terrain and rivers created severe tests. Toward the end of the trail, the journey did not get easier, as they had to cross the Blue Mountains in eastern Oregon and the Cascade Range. Emigrants would finally arrive at their destination in the Willamette Valley, while others branched off into the Seattle area and some headed south to California.

The U.S. Army also traversed the Oregon Trail. In 1849, the route was used by the U.S. Army. The Mounted Riflemen camped and traversed the Oregon Trail from Fort Leavenworth, Kansas, to Fort Vancouver, Washington (Settle, 1989). The regiment departed Fort Leavenworth in May and arrived in Fort Vancouver in October after enduring a long march with many hardships. The influx of emigrants and regular army units increased traffic and tensions.

3.3.5 Euro-American Settlement

Eastern Washington saw an increase in Euro-American settlement in the late 1800s, beginning with livestock producers. Ranchers relied on the abundant bunchgrass and open rangeland to graze thousands of cattle, and later sheep and horses. The open range lasted from the 1880s until about 1910, when homesteaders settled the area and plowed the rangeland to plant crops. However, livestock remained an important economic commodity to the area's agricultural producers (Fridlund, 1985). The *Homestead Act of 1862* enabled legal land ownership to those 21 years of age or older who were willing to live on and develop the land.

Around 1900, homesteaders moved west, and agricultural producers gradually replaced the open-range livestock operations that had dominated the area in the latter part of the 1800s and early 1900s. The Northern Pacific Railroad entered the area in the 1880s, creating transportation routes for agricultural commodities and an increase in settler traffic (Lewty, 1987).

In 1943, the Columbia Basin Project was authorized by the U.S. federal government as a project to control floods, regulate stream flow, improve navigation, and provide storage and delivery for irrigation water to approximately 202,343 hectares (500,000 acres) of land (Callum et al., 2005). The project began with the construction of Grand Coulee Dam, which provided irrigation water to convert large areas of desert into productive farmland (Meinig, 1995). The Columbia Basin Project initially authorized water management for 443,131 hectares (1,095,000 acres); however, by the mid-1980s, only around half of this area was receiving irrigation water (Alwin, 1984).

3.4 City of College Place

The developmental history of the city of College Place, Washington as described by Marshall (2013) and Denny (2021) is summarized below:

- **1892:** Walla Walla College was founded three miles west of Walla Walla by Seventh-day Adventists. Dr. Nelson G. Blalock donated the 40 acres of land where the college was located (Marshall, 2013; Denny, 2021). At first, the college consisted of a single brick building, which held space for classrooms, offices, dining, and worship. The college offered primary, secondary, and college courses (Marshall, 2013). A post office was also established with Henry Carnahan as the first postmaster (Marshall, 2013; Denny, 2021).

The Seventh-day Adventist church had bought parcels around the college, which they planned to sell as homesteads. Irrigation would have been required for orchards or gardens, but artesian wells provided water for the community (Marshall, 2013).

- **1905:** The main street of College Place was first graded. In 1917, some of the more central streets received gravel. By 1924, College Avenue was paved with concrete (Marshall, 2013).

The Walla Walla Sanitarium was opened on the college campus, with Dr. Isaac A. Dunlap as the director. The sanitarium would later be moved into Walla Walla in the 1930s (Marshall, 2013).

- **1913:** The first Seventh-day Adventist church was constructed, though it was later destroyed by a fire in 1919 (Marshall, 1913).
- **1940s:** The Works Progress Administration replaced the town's wooden pipes from the artesian well with stainless steel pipes (Marshall, 2013).
- **1946:** The city of College Place was incorporated, with a population of 1,851 (Marshall, 2013; Denny, 2021). Many of the residents had pushed for incorporation to allow for "fire protection, better water supply, police protection, streetlights, control traffic, garbage and sewage disposal, sidewalks, and lowered insurance rates" (Marshall, 2013). Walter Bunch was elected as the first mayor (Marshall, 2013; Denny, 2021).

Ordinances regulating saloons, taverns, pool halls, bowling alleys, and other similar establishments (Marshall, 2013). These were sometimes called the "Sunday Laws" (Denny, 2021).

- **1950s:** The population of College Place had reached 3,266. Improvements in College Place included trash collection, both a city hall and firehouse were located on College Avenue, and a volunteer fire department (Marshall, 2013).
- **1960s:** Walla Walla College experienced exponential growth, including the construction of a new church, Kretschmar Hall for engineering, mathematics, and physics, and Smith Hall for the education department. The city of College Place also continued to grow, with the Davin residential development and Lyons Park.
- **1970s:** College Place focused on improving streets, by funding curbing, grading, paving, and sidewalk construction. The Walla Walla College Columbia Auditorium burned to the ground, but firefighters were able to keep the fire limited to that building. College Place's population reached 5,289 (Marshall, 2013).
- **1980s:** Decreasing groundwater forced College Place to connect with Walla Walla's municipal water system (Marshall, 2013).
- **2007:** Walla Walla College was renamed Walla Walla University (Marshall, 2013).
- **2010:** The population of College Place reached 8,765 (Marshall, 2013).

3.5 City of Walla Walla

The developmental history of the city of Walla Walla, Washington as described by Paulus (2008), the City of Walla Walla (n.d.), and County of Walla Walla (2018) is summarized below:

- **1806:** The Lewis and Clark Expedition, on their return trip from the Pacific Coast, camped near the mouth of the “Wallahwollah River,” per Meriwether Lewis’ journal (Paulus, 2008).
- **1818:** The North West Company built Fort Nez Perces at the confluence of the Columbia and Walla Walla Rivers (Paulus, 2008; County of Walla Walla, 2018; Binus, 2003).
- **1836:** Presbyterian missionaries Marcus and Narcissa Whitman established a mission on the Walla Walla River. The Whitman Mission eventually included living quarters, a school, a blacksmith shop, a grist mill, a sawmill, and approximately 81 hectares (200 acres) of cultivated land. The Whitmans, along with others at the mission, were killed in 1847 in an attack by Cayuses who held them responsible for a deadly measles epidemic (Paulus, 2008).
- **1854:** The Washington Territorial Assembly created Walla Walla County by dividing Skamania County in two. Walla Walla County was eventually subdivided into other counties, with modern day Walla Walla County’s borders finalized in 1875 (County of Walla Walla, 2018).
- **1855:** Treaties were signed creating the Nez Perce, Yakima, and Umatilla reservations. Oregon volunteers and the Walla Wallas engaged in numerous skirmishes until 1858. A temporary stockade called Fort Walla Walla was built by Lieutenant Colonel E.J. Steptoe (in what is now downtown Walla Walla) in 1856. In 1859, the U.S. Congress ratified the 1855 treaties, and the tribes were forced to relocate to the reservations (Paulus, 2008; City of Walla Walla, n.d.)
- **1859:** After a measure was passed by the Washington territorial legislature, Walla Walla County commissioners were elected (Paulus, 2008) and gave the village Walla Walla its name and established a town government (County of Walla Walla, 2018).
- **1860:** Cushing Eells, a former colleague of the Whitman’s, established Whitman Seminary at the site of the former Whitman Mission. Whitman Seminary would eventually grow into Whitman College (Paulus, 2008).
- **1861:** A gold rush in modern-day Idaho began, bringing miners through Walla Walla to purchase goods, equipment, and animals. This led to Walla Walla County becoming one of the most populated areas in the Washington Territory (Paulus, 2008; City of Walla Walla, n.d.). The first public school was held in one of the homes in Walla Walla, with twelve students attending (Paulus, 2008). The *Washington Statesmen*, the first newspaper in the region was established (Paulus, 2008). The *Washington Statesmen* is known today as the *Walla Walla Union Bulletin* (County of Walla Walla, 2018).
- **1862:** Walla Walla is named the county seat of Walla Walla County (Paulus, 2008; City of Walla Walla, n.d.).
- **1863:** Residents of Walla Walla begin planning for a rail line through Wallula. In 1872, construction of the rail line began in Wallula, which reached Walla Walla by 1875 (Paulus, 2008; City of Walla Walla, n.d.).
- **1869:** Washington’s first bank, Baker Boyer National Bank, was established in Walla Walla (County of Walla Walla, 2018). By 1870, Walla Walla’s population reached 1,400 (City of Walla Walla, n.d.).
- **1880:** Walla Walla had become the largest city in Walla Walla County, with a population of 3,500 (Paulus, 2008; City of Walla Walla, n.d.).

- **1886:** The Washington territorial legislature approved the construction of a penitentiary near Walla Walla, and the first prisoners were received in 1887 (Paulus, 2008; City of Walla Walla, n.d.).
- **1893:** Walla Walla College was opened just southwest of Walla Walla and eventually became Walla Walla University. The town of College Place was incorporated around the college in 1945 (Paulus, 2008).
- **Late 1800s:** Agriculture becomes a prominent part of Walla Walla's economy, with the area producing crops of wheat, barley, corn, potatoes, asparagus, peas, soft fruit, onions, and grapes. Innovations in agricultural technology, including combine thresher-header and side hill harvester, further spurred the importance of agriculture to the region (Paulus, 2008).
- **Early 1900s:** The city of Walla Walla grew quickly just after the turn of the century, with the population reaching 10,000 (Paulus, 2008; City of Walla Walla, n.d.). Downtown streets were paved starting in 1904, the Keylor Grand Theater and the Walla Walla City Library (funded by Andrew Carnegie) were built in 1905, the Walla Walla Symphony came into being in 1907 and the seven-story Baker Boyer Bank building was completed in 1911 (Paulus, 2008).
- **1907:** The electric Walla Walla Valley Railway was built in 1907 to connect downtown Walla Walla and Milton-Freewater, Oregon. The line carried both freight and passengers until passenger service was discontinued in 1931 (Oregon Historical Society, 2018).
- **1910:** The population of Walla Walla reached 19,000 (City of Walla Walla, n.d.).
- **1931:** Mill Creek floods downtown Walla Walla for three days, damaging the sewer system, streets, bridges, and many buildings (City of Walla Walla, n.d.). The U.S. Army Corps of Engineers recommended improvements to Mill Creek in 1938, which were completed by the Works Progress Administration (WPA) and a private contractor (City of Walla Walla, n.d.).
- **1932:** Walla Walla Canning Company established in response to a Canadian tariff on fresh fruits and vegetables. The cannery was successful enough that production increased, and other canneries were opened (Paulus, 2008; City of Walla Walla, n.d.).
- **1940:** Whitman National Monument established on the original Whitman Mission site. A visitor's center would be constructed later. The National Park Service dedicated the Whitman Mission National Historic Site in 1964 (Paulus, 2008).
- **1941:** During WWII, a bomber air-training base was constructed at the Walla Walla municipal airport by the U.S. Army Corps of Engineers (City of Walla Walla, n.d.).
- **1948:** Walla Walla was chosen by the U.S. Army Corps of Engineers to host a new district office. This office supported the installation of Columbia and Snake River dams across the region (Paulus, 2008).
- **1950:** In the post-war era, the population of Walla Walla reached 25,000 (City of Walla Walla, n.d.).
- **1978:** The first winery in the Walla Walla Valley, Leonetti Cellar, produced its first wines. Three other wineries soon follow (County of Walla Walla, 2018).
- **1984:** The Walla Walla Valley became an official American viticultural area (Paulus, 2008). The Walla Walla Valley now contains more than 90 wineries (County of Walla Walla, 2018).

- **1985:** Burlington Northern abandoned the historic electric Walla Walla Valley Railway (Oregon Historical Society, 2018).
- **2007:** The Walla Walla Sweet Onion, which had been developed by Italian immigrants, was established as the official state vegetable (Paulus, 2008).

4 Literature Review

A literature review was conducted for all land within a 1.6-kilometer (1-mile) radius of the project area using the WISAARD and available historical maps.

4.1 Previously Recorded Archaeological Sites/Isolates

A review of WISAARD identified no previously reported sites within the project area. There were three sites/isolated finds identified within 1.6 kilometers (1 mile) of the project area (Table 2).

Table 2. Previously Recorded Archaeological Sites/Isolates

Site Number	Type	Relative Age	Eligibility ^a	Description	In Project Area? ^a
45WW33	Site	Historic	Potentially Eligible	Fort Walla Walla military site, extensive dump, 1858	No
45WW105	Site	Pre-Contact	Unevaluated	Lithic items include 16 double-notched net sinkers	No
45WW438	Isolated Find	Historic	Unevaluated	One small piece of an earthenware dish with a maker's mark indicating a manufacturing date of 1890–1907	No
a. As identified in WISAARD.					

4.2 Previously Conducted Archaeological Surveys

A review of WISAARD identified one previously conducted archaeological survey within the project area. Twenty-two additional surveys were identified within 1.6 kilometers (1 mile) of the project area (Table 3).

Table 3. Previously Conducted Archaeological Survey

Report Number	Title	Reference	In Project Area?*
1345331	<i>Additional Archaeological Surveys for Phase II of the Combine Hills Wind Energy Project</i>	Tetra Tech (2005)	No
1348056	<i>Cultural, Archaeological, and Historic Resources Discipline Report, US 12 Wallula to Walla Walla, Phase 6</i>	Historical Research Associates (2006)	No
1348558	<i>Whitman Drive Extension Project Cultural Resource Survey</i>	Harder and Hannum (2006)	No
1349294	<i>Myra Road Extension Project Cultural Resource Survey</i>	Harder and Hannum (2007a)	No
1349442	<i>Whitman Crossing Project Cultural Resource Survey</i>	Harder and Hannum (2007b)	No
1350453	<i>Eastside Water Development Project Cultural Resource Survey</i>	Harder and Hannum (2007c)	No
1352462	<i>Cultural Resource Survey for the Proposed Building Expansion and Parking Lot at For Walla Walla Museum</i>	Payne (2009)	No
1353752	<i>Cultural Resources Assessment T-Mobile College Place WT SP01133A Telecommunication Cell Tower Site</i>	Chidley (2009)	No
1354059	<i>Myra Road, SR 125 to Garrison Creek Project Cultural Resource Survey</i>	Harder et al. (2010)	No
1354597	<i>Myra Road-SR 125 to Garrison Creek Project</i>	Roberts et al. (2010)	No
1680816	<i>Cultural Resources Field Survey for the 2011 BPA Funded Mill Creek Fish Passage Project</i>	Falkner (2011)	No
1684158	<i>Cultural Resources Identification Survey of the Nathan Castoldi 2013 NRCS EQIP Project</i>	Woody (2013)	No
1682374	<i>Archaeological Monitoring of Ground Disturbing Activities at the SSA Building Project Location</i>	Harder (2012)	No
1683092	<i>Cultural Resource Survey of the Proposed Myra Road SR 125 to Garrison Creek Project</i>	Civay et al. (2012)	No
1683931	<i>Cultural Resource Survey for the College Avenue and Rose Street Reconstruction Project</i>	Harder and Kannady (2013)	Yes
1684559	<i>Cultural Resources Survey for the Davis Elementary School Project</i>	Hannum and Harder (2012)	No
1688357	<i>Archaeological Survey of the City of College Polce Kiwanis Park</i>	Morton (2016)	No

Table 3. Previously Conducted Archaeological Survey

Report Number	Title	Reference	In Project Area?*
1688771	<i>A Cultural Resources Inventory of Two Seasonal High Tunnels</i>	Hoffman (2016)	No
1690195	<i>Archaeological Assessment of the Fort Walla Walla Playground Project Area</i>	Knobbs et al. (2018)	No
1693279	<i>2019 Cultural Resources Survey for the Whispering Creek Subdivision</i>	Hansen et al. (2020)	No
1694565	<i>Cultural Resource Inventory for the City of College Place 2020 Sidewalks</i>	Costigan and O'Brien (2020)	No
1694859	<i>Cultural Resources Assessment for the Valley Transit Vehicle Storage Building</i>	Larsen et al. (2021)	No
1696064	<i>Cultural Resource Survey Report for the Garrison Creek Housing Development</i>	Sexton and Swords (2021)	No
*As identified in WISAARD.			

4.2.1 Cultural Resources Survey for the College Avenue and Rose Street Reconstruction Project (Harder and Kannady, 2013)

In 2012, Plateau Archaeological Investigations (Plateau) conducted two phases of fieldwork prior to reconstruction of portions of College Avenue and Rose Street in College Place, Washington (Harder and Kannady, 2013). First, Plateau staff monitored the excavation of geotechnical bore holes and percolation test pits. No cultural resources were observed during monitoring. Next, Plateau staff conducted a pedestrian survey of the project area, including the current project area. The survey involved transects along each side of streets within the project area. No cultural resources were observed during the pedestrian survey (Harder and Kannady, 2013).

4.3 Historic Property Inventories

A review of WISAARD identified no historic properties within the current project area. Over 150 historic properties were identified within 1.6 kilometers (1 mile) of the project area. These historic properties include the Saturno-Breen Truck Garden, the Mill Creek Flood Control Project Downstream Channel, the Davis School and Gymnasium, structures at Fort Walla Walla, the Fort Walla Walla Military Cemetery, structures at Walla Walla University, the College Place water tower, the College Place Post Office, the Babcock Northern Pacific Railroad Depot, structures and features at Lions Park, barns, and residences. Twenty-two of these historic properties were eligible for or listed on the state or national registers:

- Saturno-Breen Truck Garden (45WW71)
- Mill Creek Flood Control Project Downstream Channel
- College Place Water Tower

- Davis School Auditorium/Gymnasium
- Connard Hall at Walla Walla University
- Foreman Hall at Walla Walla University
- Residence at 15 SE Birch Ave, College Place
- Residence at 327 4th St SE, College Place
- Residence at 320 4th St SE, College Place
- Residence at 316 4th St SE, College Place
- Residence at 422 Date Ave SE, College Place
- Residence at 427 Birch Ave SE, College Place
- Residence at 218 4th St SE, College Place
- Residence at 205 6th St SE, College Place
- Residence at 313 6th St SE, College Place
- Residence at 319 6th St SE, College Place
- Residence at 326 6th St SE, College Place
- Residence at 318 6th St SE, College Place
- Residence at 310 6th St SE, College Place
- Residence at 304 6th St SE, College Place
- Residence at 228 6th St SE, College Place
- Residence at 204 6th St SE, College Place

4.4 Cemeteries

A review of WISAARD identified no cemeteries within the project area. Three recorded cemeteries/burials are within a 1.6-kilometer (1-mile) radius of the project area:

- Blue Mountain Memorial Gardens (45WW251)
- Mt. Hope Cemetery (45WW252)
- Fort Walla Walla Military Cemetery (45WW262)

4.5 Historic Maps

4.5.1 1863 General Land Office Map

Review of the 1863 General Land Office (GLO) map (Figure 3) shows that the area had been surveyed, and an east/west running road bisects the project area. Several other roads are mapped around the project area. Several homesteads are labeled around the project area, including Jacob Mitchell, McGuire, and Smith.

4.5.2 1921 U.S. Geological Survey Topographic Map

Review of the 1921 U.S. Geological Survey (USGS) topographic map (Figure 4) shows much of College Place mapped around the project area. There is a street in the location of today's Damson Avenue. The railroad is mapped in the location of present-day Rose Street. Numerous residences are mapped on streets surrounding the project area. Mill Creek is mapped to the north of the project area and Stone Creek is mapped south of the project area.

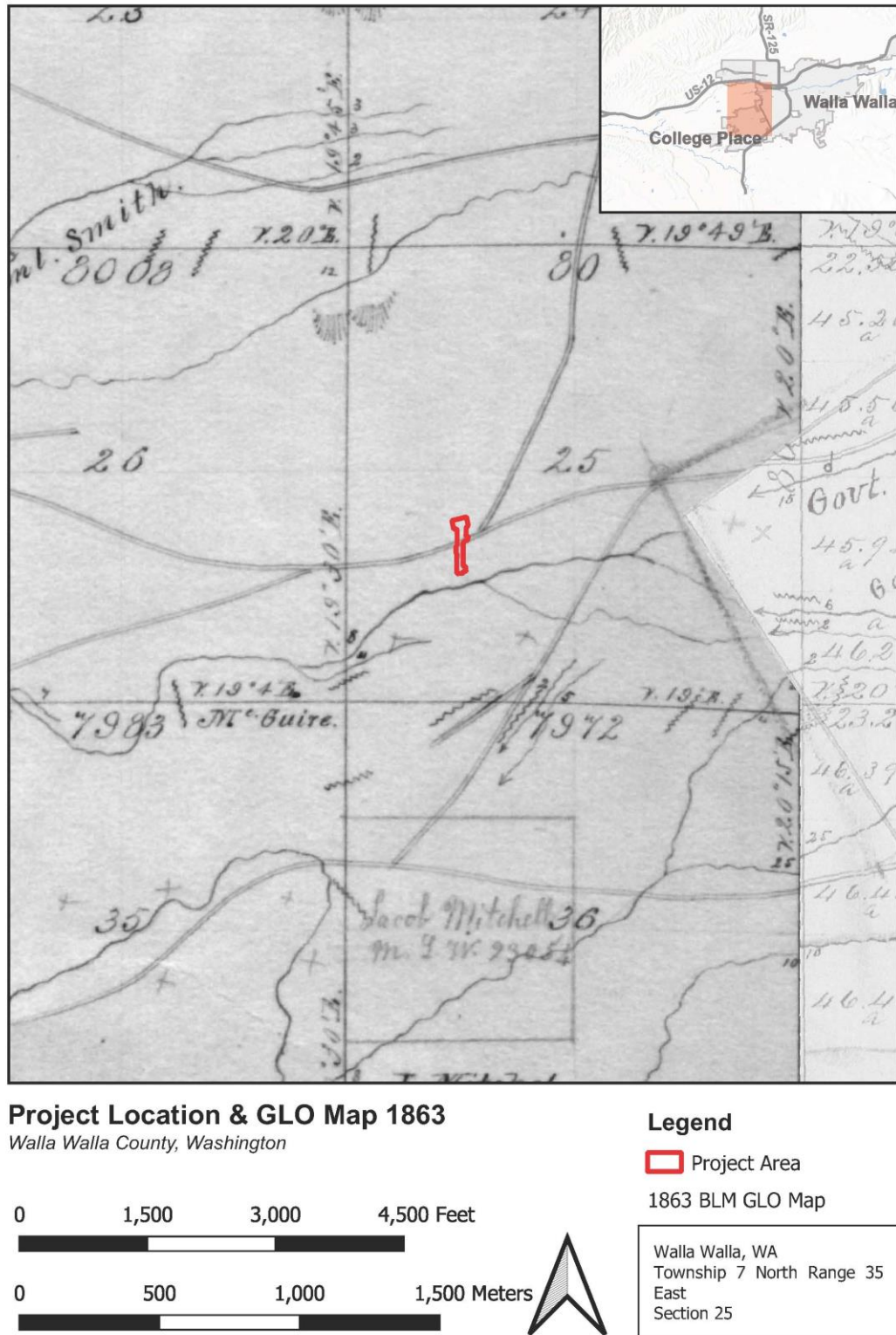


Figure 3. Map of Project Location and 1863 General Land Office Map

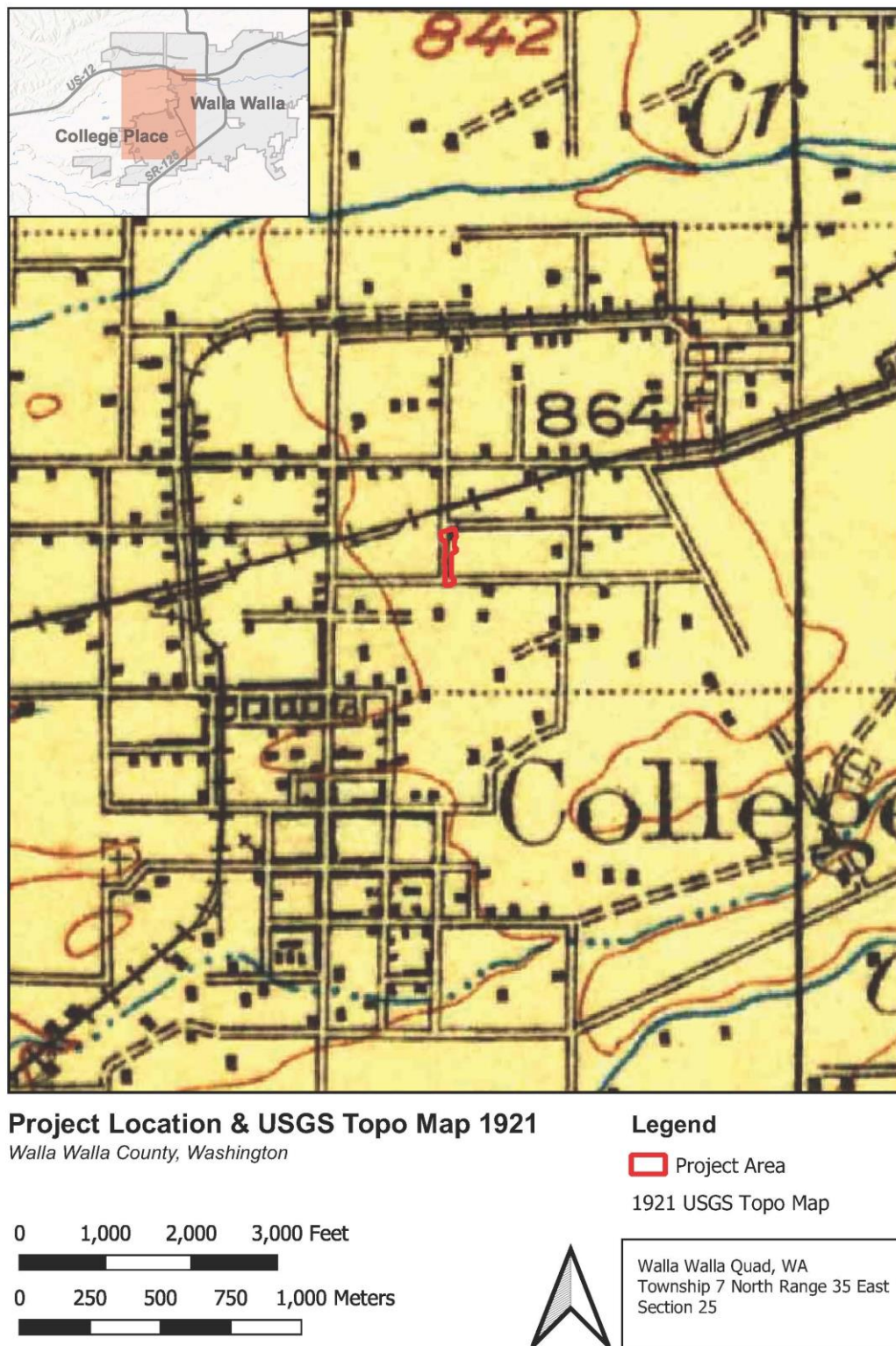


Figure 4. Map of Project Location and 1921 USGS Topographic Map

4.5.3 Additional Maps

Additional USGS topographic maps were reviewed digitally as part of this project using USGS topoView (<https://ngmdb.usgs.gov/topoview/>). Reviewed maps include the following:

- Walla Walla, Washington (1953)
- Walla Walla, Washington (1958)
- College Place, Washington (1966)
- Walla Walla, Washington (1980)
- College Place, Washington (2011)
- College Place, Washington (2013)
- College Place, Washington (2017)
- College Place, Washington (2020)
- College Place, Washington (2023)

The project area appeared to have been developed on all historical USGS topographic maps reviewed. Damson Avenue appears to be present by 1966. More streets surrounding Damson Avenue are present by 2011. Increasing development appeared to the present.

4.6 Google Earth Historical Imagery

Google Earth contained historical imagery for the project area from 1985, 1996, 2001, 2002, 2003, 2005, 2006, 2009, 2011, 2012, 2013, 2016, 2019, 2020, and 2023.

The resolution of the 1985 imagery is too poor to identify any features or development in the project area. Damson Avenue appears to be present as of 1996. There is residential development surrounding the project area on all sides, however, a small undeveloped area is present east of the project area on the south side of NE Rose Street in 1996. Very little has changed in the area around Damson Avenue to the present day.

5 Research Design

5.1 Objectives and Expectations

The scope of this survey is limited to providing the client with relevant information to meet the requirements of SEPA (RCW 43.21) (checklist question 13). The components of question 13 are as follows:

- Are there any buildings, structures, or sites located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.
- Are there any landmarks, features, or other evidence of Native American or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence,

artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

- Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with the Tribes and DAHP, archaeological surveys, historic maps, geographic information system data, etc.
- Discuss proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

The goal of this research design was to determine if there are any constraints on development of the project area by identifying cultural resources, determining their extent, and evaluating their eligibility for listing in state or national historic registers.

Based on the information obtained from the literature review, there is a potential for both pre-contact and historic cultural materials. Pre-contact, the potential exists for isolated finds and small sites. Previous cultural resource investigations and a literature search in the general area have identified isolated finds and small sites (primarily near water sources). Historically, the project area has the potential to contain early settlement and agricultural related items such as can scatters, roads, or isolated finds.

5.2 Proposed Field and Laboratory Methods

Current project activities will occur throughout the project area. As only one previous archaeological survey had been conducted over ten years ago at this location; therefore, pedestrian survey and subsurface testing are recommended to evaluate the potential for cultural resources to exist within the project area, where feasible. A pedestrian survey and subsurface testing will occur throughout the project area.

5.2.1 Pedestrian Survey

A pedestrian survey will be conducted throughout the project area using transects spaced no more than 10 meters (32.8 feet) apart. Any potential cultural resources encountered will be recorded in the field and evaluated to determine eligibility as a recorded archaeological site. Recorded data will include a description of the items encountered (including dimensions), photographs, global positioning system (GPS) coordinates, environmental context, and any other relevant observations. All observations and data will be recorded in the field. Artifacts will not be collected as part of fieldwork.

5.2.2 Subsurface Testing

Given the absence of previously conducted subsurface testing and the unknown extent of excavations within the project area, subsurface testing will use shovel test probes (STPs) to provide a systematic sample of the project area. A total of four (4) STPs are planned within the project area.

Each STP will be hand-dug to approximately 30 centimeters (12 inches) in diameter and will be excavated to approximately 1 meter (39.3 inches) deep, if possible. All excavated soil will be screened through 1/4-inch hardware cloth. An STP may be moved or abandoned if environmental conditions (e.g., geologic conditions, construction activities, or other environmental hazards) prevent excavation. If an STP cannot be moved within an approximately 10-meter (30-foot) radius of the original location, that unit will be removed from the excavation plan.

If any artifacts are identified during the survey or shovel testing, they will be documented according to DAHP excavation reporting standards. The documentation will include careful descriptions of soil types and natural/cultural stratigraphic layers. For each STP, photographs and GPS coordinates will be collected. Artifacts will not be collected. Information obtained from this activity will be included in the survey report.

If positive shovel tests occur, additional STPs will be completed to determine if an archaeological site is present and to identify the spatial boundaries of the site, if possible. Shovel testing will only be conducted within the project area. Any artifacts identified during shovel testing will be documented for size, form, and function (if possible); will be photographed; and will then be returned to the STP. All observations and data will be recorded in the field. Artifacts will not be collected as part of fieldwork.

Subsurface testing at a depth greater than 1 meter (39.3 inches) (hand auger) was considered but was ultimately not included as part of the research design for this project because local geomorphology primarily consists of Pleistocene outburst flood deposits that will likely not extend beyond 1 meter (39.3 inches) in depth. Additionally, subsurface deposits are likely to relate to agricultural use of the property, which typically do not extend beyond 1 meter (39.3 inches) below ground surface. However, should artifacts be encountered near the termination depth of an STP, use of a hand auger will be reconsidered as a means of confirming the extent of cultural deposits at that location.

6 Survey Results

6.1 Survey and Testing

A site visit was conducted on December 12, 2023, by Molly Swords (Senior Archaeologist) and Kristen Tiede (Project Archaeologist II) of GRAM Northwest. Neither a pedestrian survey nor subsurface testing would be feasible, as a majority of the project area is covered with asphalt or concrete. Additionally, utilities ran through the project area along the edges of the paved surface. Representative photos are included in Figures 6-11. **As the project area has been previously disturbed, GRAM Northwest recommends the project follow an Inadvertent Discovery Plan for ground-disturbing work associated with this project (Appendix A).**

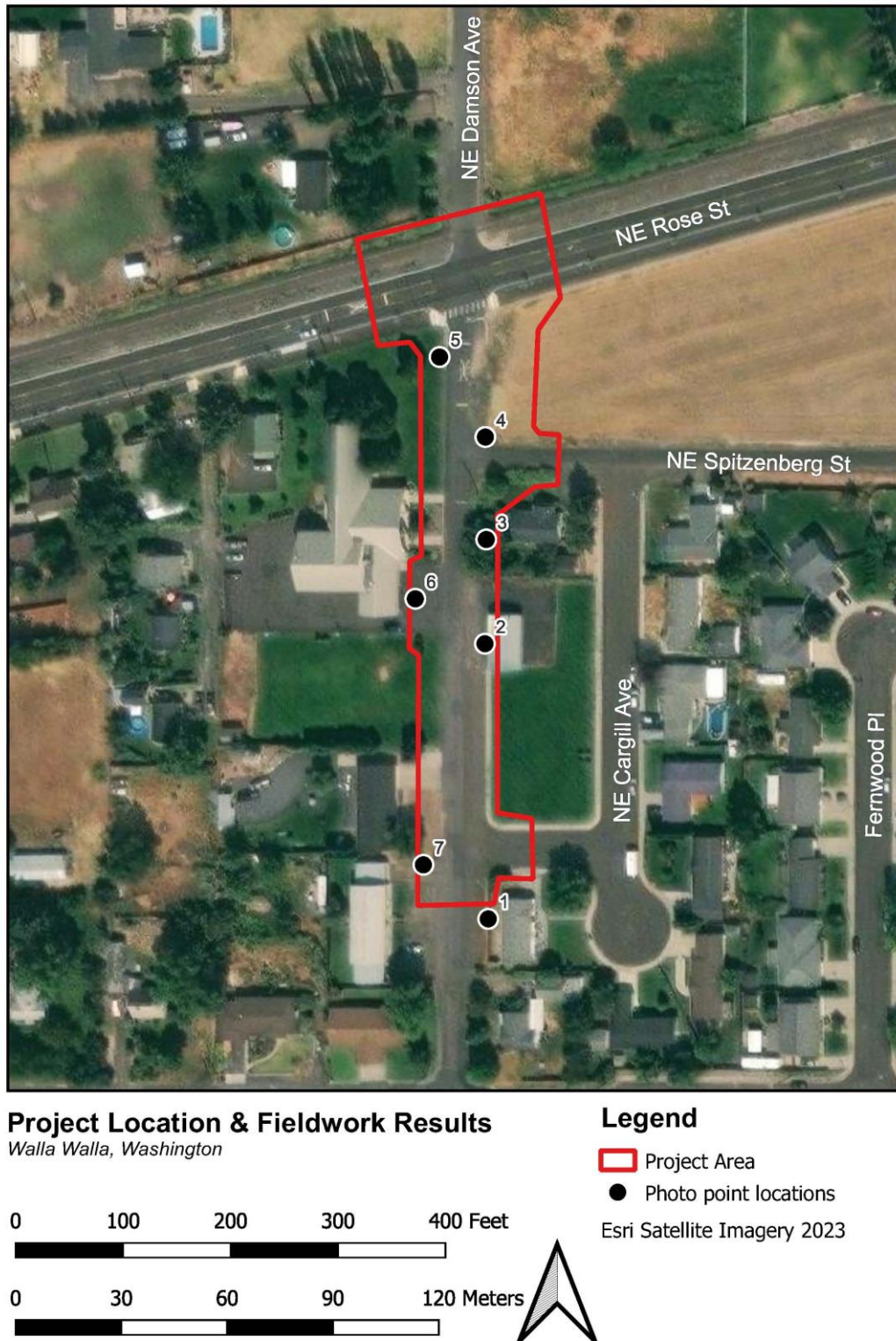


Figure 5. Project Area and Photo Points



Figure 6. View of Damon Avenue from Photo Point #1 near the intersection with NE Cargill Avenue (Aspect: North)



Figure 7. View of Damon Avenue from Photo Point #2 between NE Cargill Avenue and NE Spitzenburg Street (Aspect: North)



Figure 8. View of Damson Avenue from Photo Point #3 with NE Spitzenburg Street in the foreground. Note the utilities and stakes marking the right of way (Aspect: North)



Figure 9. View of Damson Avenue from Photo Point #4 near the intersection with NE Rose Street (Aspect: North)



Figure 10. View of the stakes marking the right of way from Photo Point #4 with NE Spitzenburg Street in the background (Aspect: East)



Figure 11. View of Damon Avenue from Photo Point #5 with NE Spitzenburg Street in left frame (Aspect: South)



Figure 12. View of Damon Avenue from Photo Point #7 near the intersection with NE Cargill Avenue (Aspect: South)



Figure 13. View of electrical box near the western edge of Damon Avenue from Photo Point #7 (Aspect: West)

7 Analysis

Background research (including a review of archaeological site and survey data available in the WISAARD), analysis of historical maps and geographic information system data, and an assessment of local geology were conducted to identify any previously recorded cultural resources within the project area.

A review of literature via WISAARD identified no archaeological sites or isolates within the project area. One archaeological survey had been conducted within the project area. A review of Google Earth Historical Imagery and USGS topographic maps indicated the project area had been developed since the 1960s.

A site visit was conducted on December 12, 2023. A pedestrian survey and subsurface testing within the project area were not feasible, due to the proximity to utilities and the existing pavement and concrete covering the project area. **Due to the previous disturbance, GRAM Northwest recommends the project follow an Inadvertent Discovery Plan during ground-disturbing activities.**

8 Conclusions and Recommendations

The findings of the literature review and site visit indicate that the project area has a low potential to contain archaeological materials. Due to current site conditions, cultural resources monitoring is not recommended for this project.

This survey report was developed to answer all of the components of question 13 of the SEPA checklist (RCW 43.21). The components of question 13 are as follows:

- Are there any buildings, structures, or sites located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.
 - No. Background research and site visit to support this project did not identify any historic buildings, structures, or sites within the project area.
- Are there any landmarks, features, or other evidence of Native American or historical use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.
 - A site visit determined pedestrian survey and subsurface testing were not feasible within the project area. A review of archaeological site and survey data available in the WISAARD, analysis of historical maps and geographic information system data, and archaeological fieldwork conducted to support this project did not identify any cultural resources within the project area.
- Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with the Tribes and the DAHP, archaeological surveys, historic maps, geographic information system data, etc.
 - A professional archaeological review (including archaeological site and survey data available in the WISAARD), analysis of historical maps, and geographic information system data were conducted as part of this survey report.

- Discuss proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.
 - The findings of the literature review and site visit did not identify any cultural resources within the project area. As such, no additional measures were recommended for this project. However, an Inadvertent Discovery Plan should be followed during ground-disturbing work (see Appendix A).

9 References

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Appendix A – Inadvertent Discovery Plan

Damson Avenue Reconstruction, College Place, Washington

Inadvertent Discovery Plan

December 2023

Project Location

USGS Quadrangle: College Place, Washington 7.5'
Township: 7 N, Range: 35 E
Section: 25

Project Description

The project includes the reconstruction of a segment of Damson Avenue on the south side of NE Rose Street in College Place, Washington. Project activities include excavation, grading, installation of utilities, and other general construction activities. The anticipated maximum depth of excavation for this project is approximately 3.7 meters (12 feet).

Project Area

The property is located in Walla Walla County, Section 25 of Township 7N, Range 35E. The project area is approximately 187 meters (0.12 miles) in length and consists of the footprint of Damson Avenue as well as a small portion of lands adjacent to Damson Avenue (Figures 1 and 2).

Inadvertent Discovery Plan

This inadvertent discovery plan (IDP) was prepared to support project activities described above. This plan was prepared to provide field personnel with a process for the inadvertent discovery of cultural resources and/or human remains identified during fieldwork for the project.

Recognizing Cultural Resources

A cultural resource discovery could be prehistoric or historic. Examples include the following:

- An accumulation of shell, burned rocks, or other food-related materials
- Bones or small pieces of bone
- An area of charcoal or very dark-stained soil with artifacts
- Stone tools or waste flakes (i.e. an arrowhead, or stone chips)
- Clusters of tin cans or bottles, logging or agricultural equipment that appears to be older than 50 years
- Buried railroad tracks, decking, or other industrial materials

When in doubt, assume the material is a cultural resource.

Onsite Responsibilities

STEP 1: Stop Work

If any employee, contractor, or subcontractor believes that he or she has uncovered a cultural resource at any point in the project, all work must stop immediately in the vicinity of the find. Notify the appropriate party(ies) as outlined in steps 2 through 4. The area surrounding the find must be secured using pin flags, stanchions and rope, or other appropriate delineation to provide for the security and protection of the discovery.

STEP 2: Notify the Archaeological Monitor

If there is an archaeological monitor for the project, notify that person. If there is a monitoring plan in place, the monitor will follow the procedure as described.

If there is not an archaeological monitor for the project, proceed to Step 3 and notify the Project Manager.

STEP 3: Notify the Project Manager

Notify the identified project manager of this project or other applicable contacts:

Project Manager

TBD

Alternate Project Contact

TBD

Project manager responsibilities include the following:

- **Protect the Find:** The project manager is responsible for ensuring that the project takes appropriate steps to protect the discovery site while all necessary assessments and notifications are completed. As stated in steps 1 and 2, all work will stop immediately in the surrounding area, and the area will be secured to protect the integrity of the resource. Vehicles, equipment, and unauthorized personnel will not be permitted to enter the area of the discovery. See the section of this plan titled “Resuming Work” for further instruction on how and when work may resume.
- **Direct Project Activities Elsewhere Onsite:** The project manager may direct project activities to continue in areas away from cultural resources for working in other areas prior to contacting the concerned parties.
- **Contact the Project Archaeologist:** If the assigned project archaeologist has not yet been contacted, the project manager must do so.

STEP 4: Notify the Professional Archaeologist

Notify the identified professional archaeologist serving as the archaeologist for this project (if a monitor is not present)

Professional Archaeologist(s)

Molly Swords, Senior Archaeologist, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (703) 283-5175
Email: molly.swords@gramnorthwest.com

Kristen Tiede, Project Archaeologist II, GRAM Northwest, LLC
1201 Jadwin Ave., Richland, WA 99352
Phone: (208) 791-7089
Email: Kristen.Tiede@gramnorthwest.com

The professional archaeologist's responsibilities include the following:

- **Identify Find:** The professional archaeologist will examine the area to determine if there is an archaeological find.
 - If it is determined not to be a cultural resource/archaeological find or human remains, work may proceed with no further delay.
 - If it is determined to be a cultural resource/archaeological find or human remains, the professional archaeologist will continue with all notifications.

If the find may be human remains or funerary objects, the Project Archaeologist will ensure that a qualified physical anthropologist examines the find. **If the find is determined to be human remains, the procedure described in the section of this plan titled "DISCOVERY OF HUMAN REMAINS" will be followed.**

- **Notify Appropriate Parties:** If the find is determined to be a cultural resource, the professional archaeologist will notify the appropriate parties. Notifications may include the following:
 - **Agency Contact:** The professional archaeologist will contact the designated point of contact for the City of Richland.
 - **Washington Department of Archaeology (DAHP):** The professional archaeologist will contact DAHP.
 - **Tribes:** If the discovery may be of interest to Native American Tribes, the professional archaeologist, the Agency point of contact, and the DAHP will coordinate with the interested and/or affected Tribes.
- **Record the Find:** The project archaeologist will work with DAHP and the consulting parties as appropriate to determine how to record the find. Methods for recording will likely require completion of a Washington State Archaeological Site or Isolate Form.

Resuming Work

Work outside of the discovery location may continue while documentation and assessment of the cultural resources proceed. The professional archaeologist must determine the final boundaries of the discovery location.

Work may continue at the discovery location only after the process outlined in this plan is followed and the project manager, DAHP, and any affected Tribes (if applicable) determine that appropriate documentation has been completed.

Discovery of Human Remains

The inadvertent discovery of human skeletal remains on non-federal and non-Tribal land in the state of Washington is implemented under RCW 68.50.645, 27.44.055, and 68.60.055. The information below in italics for the inadvertent discovery of human remains was obtained from the Washington State Department of Archaeology and Historic Preservation web page (<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>).

In the event that human remains are encountered during field-related project activities, the following steps will be implemented.

Step 1: Stop Work Immediately

If ground disturbing activities encounter human skeletal remains during the course of data collection or construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In order to secure the discovery, a temporary fencing system such as posts and rope or similar protection measures will be placed around the discovery. Work in the immediate area of the discovery will be discontinued, however; work outside the discovery area may continue.

When an inadvertent discovery is encountered, staff will take measures to avoid further disturbance of the area. Any human skeletal remains, regardless of antiquity or ethnic origin, will at all times be treated with dignity and respect. Cultural materials shall not be moved from the location of the discovery. Photographs shall not be taken of bones unless photographs are needed to assist in the determination of the remains to be human or animal.

Step 2: Notification Process

The finding of human skeletal remains will be reported to the county medical examiner/coroner and local law enforcement in the most expeditious manner possible. The remains will not be touched, moved, or further disturbed. The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or nonforensic.

(<http://www.dahp.wa.gov/programs/human-remains-program/idp-language>)

In the event of the discovery of human remains, the following individuals will be contacted:

Walla Walla County Coroner
Richard Greenwood, Coroner
Public Services Building Basement
310 W Poplar Street, Suite 2 Walla Walla, WA 99362
Phone: (509) 524-2845
Email: rgreenwood@co.walla-walla.wa.us

Walla Walla County Sheriff
Sheriff Mark Crider
Address: 240 W Alder St #101 Walla Walla, WA 99362
Phone: (509) 524-5400

Step 3: Jurisdictional Authority

If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

(<http://www.dahp.wa.gov/programs/human-remains-program/idplanguage>)

DAHP Contact
Guy Tasa, State Physical Anthropologist
Phone: (360) 586-3534
Email: Guy.Tasa@dahp.wa.gov

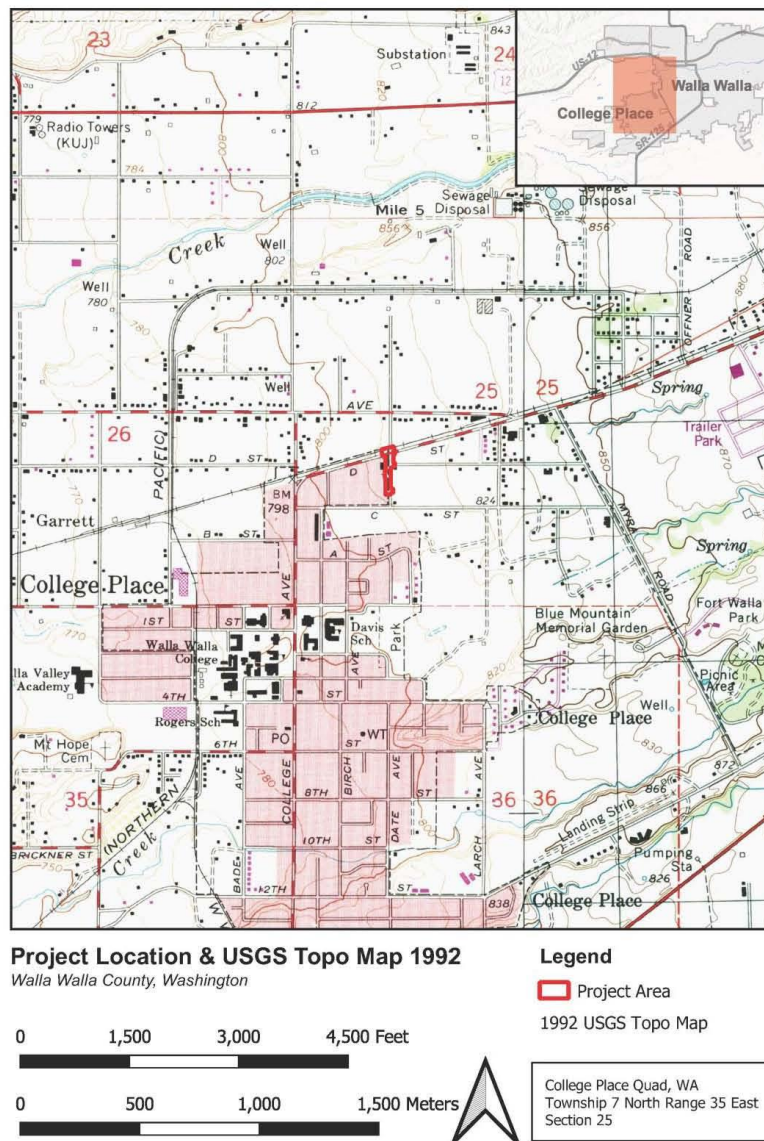


Figure 1. Project Area and USGS Topographic Map



Figure 2. Project Area and Aerial Imagery

APPENDIX C-
STATE MINIMUM HOURLY PREVAILING WAGE RATES

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 7/25/2025

Walla Walla County

Trade 	Job Classification 	Wage 	Holiday	Overtime	Note	Risk Class
Asbestos Abatement Workers	Journey Level	\$51.50	7B	1M	8Z	View
Boilermakers	Journey Level	\$77.39	5N	1C		View
Brick Mason	Journey Level	\$59.64	5A	1M		View
Building Service Employees	Janitor	\$16.66		1		View

Building Service Employees	Shampooer	\$16.66		1		View
Building Service Employees	Waxer	\$16.66		1		View
Building Service Employees	Window Cleaner	\$16.66		1		View
Cabinet Makers (In Shop)	Journey Level	\$16.66		1		View
Carpenters	Acoustical Worker	\$58.42	15J	11U	9L	View
Carpenters	Bridge, Dock & Wharf Carpenter	\$62.42	15J	11U	9L	View
Carpenters	Floor Layer & Floor Finisher	\$58.42	15J	11U	9L	View
Carpenters	Form Builder	\$58.42	15J	11U	9L	View
Carpenters	General Carpenter	\$58.42	15J	11U	9L	View
Carpenters	Heavy Construction Carpenter	\$62.42	15J	11U	9L	View
Carpenters	Scaffold/Shoring Erecting & Dismantling	\$62.42	7E	4X	8N	View
Cement Masons	Journey Level	\$56.59	7B	1N		View

Divers & Tenders	Assistant Tender	\$64.97	15J	11U	9I	View
Divers & Tenders	Bell/Vehicle or Submersible Operator Not Under Pressure	\$69.29	15J	11U	9I	View
Divers & Tenders	Dive Master	\$81.34	15J	11U	9I	View
Divers & Tenders	Dive Supervisor	\$123.52	15J	11U	9I	View
Divers & Tenders	Diver (Diving)	\$122.02	15J	11U	9I	View
Divers & Tenders	Diver Tender	\$68.29	15J	11U	9I	View
Divers & Tenders	Manifold Operator	\$68.29	15J	11U	9I	View
Divers & Tenders	Manifold Operator Mixed Gas	\$72.29	15J	11U	9I	View
Divers & Tenders	ROV Operator	\$68.29	15J	11U	9I	View
Divers & Tenders	ROV Tender/Technician	\$64.97	15J	11U	9I	View
Divers & Tenders	Stand-By Diver	\$69.29	15J	11U	9I	View
Dredge Workers	Assistant Engineer	\$85.37	5D	3F		View

Dredge Workers	Assistant Mate (Deckhand)	\$84.71	5D	3F	View
Dredge Workers	Boatmen	\$85.37	5D	3F	View
Dredge Workers	Engineer Welder	\$87.02	5D	3F	View
Dredge Workers	Leverman, Hydraulic	\$88.77	5D	3F	View
Dredge Workers	Mates	\$85.37	5D	3F	View
Dredge Workers	Oiler	\$84.71	5D	3F	View
Drywall Applicator	Journey Level	\$59.19	150	11S	View
Drywall Tapers	Journey Level	\$59.19	150	11S	View
Electrical Fixture Maintenance Workers	Journey Level	\$16.66		1	View
Electricians - Inside	Cable Splicer	\$87.48	5A	11F	View
Electricians - Inside	Journey Level	\$84.47	5A	11F	View
Electricians - Inside	Welder	\$99.51	5A	11F	View

Electricians - Motor Shop	Craftsman	\$16.66		1		View
Electricians - Motor Shop	Journey Level	\$16.66		1		View
Electricians - Powerline Construction	Cable Splicer	\$102.42	5A	4D		View
Electricians - Powerline Construction	Certified Line Welder	\$93.99	5A	4D		View
Electricians - Powerline Construction	Groundperson	\$59.30	5A	4D		View
Electricians - Powerline Construction	Heavy Line Equipment Operator	\$93.99	5A	4D		View
Electricians - Powerline Construction	Journey Level Lineperson	\$93.99	5A	4D		View
Electricians - Powerline Construction	Line Equipment Operator	\$80.96	5A	4D		View
Electricians - Powerline Construction	Meter Installer	\$59.30	5A	4D	8W	View
Electricians - Powerline Construction	Pole Sprayer	\$93.99	5A	4D		View
Electricians - Powerline Construction	Powderperson	\$69.84	5A	4D		View
Electronic Technicians	Journey Level	\$53.13	5I	1B		View
Elevator Constructors	Mechanic	\$115.14	7D	4A		View

Elevator Constructors	Mechanic In Charge	\$124.53	7D	4A		View
Fabricated Precast Concrete Products	Journey Level	\$16.66		1		View
Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$16.66		1		View
Fence Erectors	Fence Erector	\$51.50	7B	1M	8Z	View
Flaggers	Journey Level	\$48.55	7B	1M	8Z	View
Glaziers	Journey Level	\$46.70	7L	4L		View
Heat & Frost Insulators And Asbestos Workers	Journey Level	\$65.80	5K	1U		View
Heating Equipment Mechanics	Journey Level	\$75.05	5A	1X		View
Hod Carriers & Mason Tenders	Journey Level	\$53.84	7B	1M	8Z	View
Industrial Power Vacuum Cleaner	Journey Level	\$16.66		1		View
Inland Boatmen	Journey Level	\$16.66		1		View

Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$16.66		1		View
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$16.66		1		View
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$16.66		1		View
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$16.66		1		View
Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$16.66		1		View
Insulation Applicators	Journey Level	\$58.42	15J	11U	9L	View
Ironworkers	Journeyman	\$74.44	15K	11N		View
Laborers	Air And Hydraulic Track Drill	\$52.14	7B	1M	8Z	View

Laborers	Asphalt Raker	\$52.14	7B	1M	8Z	View
Laborers	Asphalt Roller, Walking	\$51.82	7B	1M	8Z	View
Laborers	Brick Pavers	\$51.50	7B	1M	8Z	View
Laborers	Brush Hog Feeder	\$51.50	7B	1M	8Z	View
Laborers	Brush Machine	\$52.14	7B	1M	8Z	View
Laborers	Caisson Worker, Free Alr	\$52.14	7B	1M	8Z	View
Laborers	Carpenter Tender	\$51.50	7B	1M	8Z	View
Laborers	Cement Finisher Tender	\$51.82	7B	1M	8Z	View
Laborers	Cement Handler	\$51.50	7B	1M	8Z	View
Laborers	Chain Saw Operator & Faller	\$52.14	7B	1M	8Z	View
Laborers	Clean-up Laborer	\$51.50	7B	1M	8Z	View
Laborers	Compaction Equipment	\$51.82	7B	1M	8Z	View
Laborers	Concrete Crewman	\$51.50	7B	1M	8Z	View

Laborers	Concrete Saw, Walking	\$51.82	7B	1M	8Z	View
Laborers	Concrete Signalman	\$51.50	7B	1M	8Z	View
Laborers	Concrete Stack	\$52.14	7B	1M	8Z	View
Laborers	Confined Space Attendant	\$51.50	7B	1M	8Z	View
Laborers	Construction Specialist	\$52.34	7B	1M	8Z	View
Laborers	Crusher Feeder	\$51.50	7B	1M	8Z	View
Laborers	Demolition	\$51.50	7B	1M	8Z	View
Laborers	Demolition Torch	\$51.82	7B	1M	8Z	View
Laborers	Dope Pot Fireman, Non-mechanical	\$51.82	7B	1M	8Z	View
Laborers	Driller Helper (when Required To Move & Position Machine)	\$51.82	7B	1M	8Z	View
Laborers	Drills With Dual Masts	\$52.46	7B	1M	8Z	View
Laborers	Dry Stack Walls	\$51.50	7B	1M	8Z	View

Laborers	Dumpman	\$51.50	7B	1M	8Z	View
Laborers	Erosion Control Laborer	\$51.50	7B	1M	8Z	View
Laborers	Firewatch	\$51.50	7B	1M	8Z	View
Laborers	Form Cleaning Machine Feeder, Stacker	\$51.50	7B	1M	8Z	View
Laborers	Form Setter, Paving	\$51.82	7B	1M	8Z	View
Laborers	General Laborer	\$51.50	7B	1M	8Z	View
Laborers	Grade Checker	\$54.43	7B	1M	8Z	View
Laborers	Grout Machine Header Tender	\$51.50	7B	1M	8Z	View
Laborers	Guard Rail	\$51.50	7B	1M	8Z	View
Laborers	Gunite	\$52.14	7B	1M	8Z	View
Laborers	Hazardous Waste Worker (level A)	\$52.46	7B	1M	8Z	View
Laborers	Hazardous Waste Worker (level B)	\$52.14	7B	1M	8Z	View

Laborers	Hazardous Waste Worker (level C)	\$51.82	7B	1M	8Z	View
Laborers	Hazardous Waste Worker (level D)	\$51.50	7B	1M	8Z	View
Laborers	Hdpe Or Similar Liner Installer	\$51.50	7B	1M	8Z	View
Laborers	High Scaler	\$52.14	7B	1M	8Z	View
Laborers	Industrial Technician	\$73.60	7B	1M	8Z	View
Laborers	Jackhammer Operator Miner, Class "b"	\$51.82	7B	1M	8Z	View
Laborers	Laser Beam Operator	\$52.14	7B	1M	8Z	View
Laborers	Miner, Class "a"	\$51.50	7B	1M	8Z	View
Laborers	Miner, Class "c"	\$52.14	7B	1M	8Z	View
Laborers	Miner, Class "d"	\$52.46	7B	1M	8Z	View
Laborers	Monitor Operator, Air Track Or Similar Mounting	\$52.14	7B	1M	8Z	View
Laborers	Mortar Mixer	\$52.14	7B	1M	8Z	View

Laborers	Nipper	\$51.50	7B	1M	8Z	View
Laborers	Nozzleman	\$52.14	7B	1M	8Z	View
Laborers	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$51.82	7B	1M	8Z	View
Laborers	Pavement Breaker, 90 Lbs. & Over	\$52.14	7B	1M	8Z	View
Laborers	Pavement Breaker, Under 90 Lbs.	\$51.82	7B	1M	8Z	View
Laborers	Pilot Car	\$48.55	7B	1M	8Z	View
Laborers	Pipelayer	\$52.14	7B	1M	8Z	View
Laborers	Pipelayer, Corrugated Metal Culvert And Multi-Plate	\$52.14	7B	1M	8Z	View
Laborers	Pipewrapper	\$52.14	7B	1M	8Z	View
Laborers	Plasterer Tenders	\$52.14	7B	1M	8Z	View
Laborers	Pot Tender	\$51.82	7B	1M	8Z	View
Laborers	Powderman	\$54.05	7B	1M	8Z	View

Laborers	Powederman Helper	\$51.82	7B	1M	8Z	View
Laborers	Power Buggy Operator	\$51.82	7B	1M	8Z	View
Laborers	Power Tool Operator, Gas, Electric, Pneumatic	\$51.82	7B	1M	8Z	View
Laborers	Rad-Con Technician	\$73.60	7B	1M	8Z	View
Laborers	Railroad Equipment, Power Driven, Except Dual Mobile	\$51.82	7B	1M	8Z	View
Laborers	Railroad Power Spiker Or Puller, Dual Mobile	\$51.82	7B	1M	8Z	View
Laborers	Remote Equipment Operator	\$52.46	7B	1M	8Z	View
Laborers	Remote Equipment Operator (i.e Compaction And Demolition)	\$51.82	7B	1M	8Z	View
Laborers	Rigger/signal Person	\$51.82	7B	1M	8Z	View
Laborers	Riprap Person	\$51.50	7B	1M	8Z	View
Laborers	Rodder & Spreader	\$51.82	7B	1M	8Z	View

Laborers	Sand Hogs Under Compressed Air Conditions	\$304.86	7B	1M	8Z	View
Laborers	Sandblast Tailhoseman	\$51.50	7B	1M	8Z	View
Laborers	Scaffold Erector, Wood Or Steel	\$51.50	7B	1M	8Z	View
Laborers	Scaleman	\$48.55	7B	1M	8Z	View
Laborers	Stake Jumper	\$51.50	7B	1M	8Z	View
Laborers	Structural Mover	\$51.50	7B	1M	8Z	View
Laborers	Tailhoseman (water Nozzle)	\$51.50	7B	1M	8Z	View
Laborers	Timber Bucker & Faller (by Hand)	\$51.50	7B	1M	8Z	View
Laborers	Track Laborer (rr)	\$51.50	7B	1M	8Z	View
Laborers	Traffic Control Laborer	\$48.55	7B	1M	8Z	View
Laborers	Traffic Control Supervisor	\$51.50	7B	1M	8Z	View
Laborers	Trencher, Shawnee	\$51.82	7B	1M	8Z	View

Laborers	Trenchless Technology Technician	\$52.14	7B	1M	8Z	View
Laborers	Truck Loader	\$51.50	7B	1M	8Z	View
Laborers	Truck Mounted Attenuator	\$48.55	7B	1M	8Z	View
Laborers	Tugger Operator	\$51.82	7B	1M	8Z	View
Laborers	Vibrators, All	\$52.14	7B	1M	8Z	View
Laborers	Wagon Drills	\$51.82	7B	1M	8Z	View
Laborers	Water Pipe Liner	\$51.82	7B	1M	8Z	View
Laborers	Welder, Electrical, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$52.46	7B	1M	8Z	View
Laborers	Well-point Person	\$51.50	7B	1M	8Z	View
Laborers	Wheelbarrow, Power Driven	\$51.82	7B	1M	8Z	View
Laborers	Window Washer, Cleaner	\$48.55	7B	1M	8Z	View

Laborers - Underground Sewer & Water	General Laborer & Topman	\$52.14	7B	1M	8Z	View
Laborers - Underground Sewer & Water	Pipe Layer	\$52.14	7B	1M	8Z	View
Landscape Construction	Landscape Laborer	\$48.55	7B	1M	8Z	View
Landscape Construction	Landscape Operator	\$59.63	7Z	4S	9A	View
Landscape Maintenance	Groundskeeper	\$16.66		1		View
Lathers	Journey Level	\$59.19	150	11S		View
Marble Setters	Journey Level	\$59.64	5A	1M		View
Metal Fabrication (In Shop)	Fitter	\$16.66		1		View
Metal Fabrication (In Shop)	Laborer	\$16.66		1		View
Metal Fabrication (In Shop)	Machine Operator	\$16.66		1		View
Metal Fabrication (In Shop)	Painter	\$16.66		1		View
Metal Fabrication (In Shop)	Welder	\$16.66		1		View

Millwright	Journey Level	\$79.33	5A	1B		View
Modular Buildings	Journey Level	\$16.66		1		View
Painters	Commercial Painter	\$47.26	6Z	1W		View
Painters	Industrial Painter	\$54.58	6Z	1W	9D	View
Pile Driver	Journey Level	\$64.02	15J	11U	9L	View
Plasterers	Journey Level	\$56.27	7K	1N		View
Playground & Park Equipment Installers	Journey Level	\$16.66		1		View
Plumbers & Pipefitters	Journey Level	\$97.01	6Z	1Q		View
Power Equipment Operators	A-frame Truck (2 Or More Drums)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	A-frame Truck (single Drum)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	All Tower Cranes	\$64.09	7Z	4S	9A	View
Power Equipment Operators	Asphalt Plant Operator	\$60.14	7Z	4S	9A	View

Power Equipment Operators	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Assistant Refrigeration Plant (under 1000 Ton)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Automatic Subgrader (ditches & Trimmers)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Backfillers (cleveland & Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Backhoe & Hoe Ram (under 3/4 Yd.)	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Backhoe (45,000 Gw & Under)	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Backhoe (45,000 Gw To 110,000 Gw)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Backhoe (over 110,000 Gw)	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Backhoes & Hoe Ram (3 Yds & Over)	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$60.14	7Z	4S	9A	View

Power Equipment Operators	Bagley Or Stationary Scraper	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Batch Plant (over 4 Units)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Belt Finishing Machine	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Belt Loader (kocal Or Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Belt-crete Conveyors With Power Pack Or Similar	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Bending Machine	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Bit Grinders	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$60.46	7Z	4S	9A	View

Power Equipment Operators	Blade Operator (motor Patrol & Attachments)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Blower Operator (cement)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Boat Operator	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Bob Cat (skid Steer)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Bolt Threading Machine	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Boom Cats (side)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Boring Machine (earth)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Bump Cutter (wayne, Saginaw Or Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Cableway Controller (dispatcher)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Cableway Operators	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Canal Lining Machine (concrete)	\$59.44	7Z	4S	9A	View

Power Equipment Operators	Carrydeck & Boom Truck (under 25 Tons)	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Cement Hog	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Chipper (Without Crane)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Clamshell, Dragline	\$62.33	7Z	4S	9A	View
Power Equipment Operators	Cleaning & Doping Machine (Pipeline)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Compactor (self-propelled With Blade)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Concrete Cleaning / Decontamination Machine Operator	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Concrete Pump Boom Truck	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$59.63	7Z	4S	9A	View

Power Equipment Operators	Concrete Saw (multiple Cut)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Concrete Slip Form Paver	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Conveyor Aggregate Delivery Systems (c.a.d.)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Crane Oiler & Cable Tender, Mucking Machine	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Crane Oiler - Driver (cdl Required)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Cranes (100 to 299 Tons) All Attachments	\$63.26	7Z	4S	9A	View
Power Equipment Operators	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Cranes (25 Tons To And Including 44 Tons), All Attachments Incl. Clamshell, Dragline	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Cranes (300 Tons and Over) All Attachments	\$64.09	7Z	4S	9A	View
Power Equipment Operators	Cranes (45 Tons To 55 Tons), All Attachments Incl. Clamshell And	\$60.46	7Z	4S	9A	View

	Dragline					
Power Equipment Operators	Cranes (56 to 99 tons) and overhead, rail and Quick Tower. All attachment incl. Clamshell, Dragline	\$62.33	7Z	4S	9A	View
Power Equipment Operators	Crusher Feeder	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Crusher, Grizzle & Screening Plant Operator	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Curb Extruder (asphalt Or Concrete)	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Deck Engineer	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Deck Hand	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Derricks & Stifflegs (65 Tons & Over)	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Derricks & Stifflegs (under 65 Tons)	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Distributor Leverman	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Ditch Witch Or Similar	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Dope Pots (power Agitated	\$58.73	7Z	4S	9A	View

Power Equipment Operators	Dozer / Tractor (up To D-5 Or Equivalent) And Traxcavator	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Dozer / Tractors (d-6 & Equivalent & Over)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Dozer, 834 R/t & Similar	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Drill Doctor	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Driller Licensed	\$62.33	7Z	4S	9A	View
Power Equipment Operators	Drillers Helper	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Drills (churn, Core, Calyx Or Diamond)	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Elevating Belt (holland Type)	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$59.44	7Z	4S	9A	View

Power Equipment Operators	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Elevator Hoisting Materials	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Equipment Serviceman, Greaser & Oiler	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Fireman & Heater Tender	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Generator Plant Engineers (diesel Or Electric)	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Gin Trucks (pipeline)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Grade Checker	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Gunite Combination Mixer & Compressor	\$59.44	7Z	4S	9A	View
Power Equipment Operators	H.d. Mechanic	\$60.46	7Z	4S	9A	View
Power Equipment Operators	H.d. Welder	\$60.46	7Z	4S	9A	View

Power Equipment Operators	Heavy Equipment Robotics Operator	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Helicopter Pilot	\$62.33	7Z	4S	9A	View
Power Equipment Operators	Helper, Mechanic Or Welder, H.D	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Hoe Ram	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Hoist (2 Or More Drums Or Tower Hoist)	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Hoist, Single Drum	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Hydro-seeder, Mulcher, Nozzleman	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Lime Batch Tank Operator (recycle Train)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Lime Brain Operator (recycle Train)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$60.46	7Z	4S	9A	View

Power Equipment Operators	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Loaders (bucket Elevators And Conveyors)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Loaders (overhead & Front-end, Over 8 Yds.)	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Loaders (overhead And Front-end, 10 Yds. & Over)	\$62.33	7Z	4S	9A	View
Power Equipment Operators	Locomotive Engineer	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Longitudinal Float	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Master Environmental Maintenance Technician	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Mixer (portable - Concrete)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Mixermobile	\$59.44	7Z	4S	9A	View

Power Equipment Operators	Mobile Crusher Operator (recycle Train)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Mucking Machine	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Multiple Dozer Units With Single Blade	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Pavement Breaker, Hydra-hammer & Similar	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Paving (dual Drum)	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Paving Machine (asphalt And Concrete)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Piledriving Engineers	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Plant Oiler	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Posthole Auger Or Punch	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Power Broom	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Pump (grout Or Jet)	\$59.44	7Z	4S	9A	View

Power Equipment Operators	Pumpman	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Quad-track Or Similar Equipment	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Railroad Ballast Regulation Operator (self-propelled)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Railroad Power Tamper Operator (self-propelled)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Railroad Tamper Jack Operator (self-propelled)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Railroad Track Liner Operator (self-propelled)	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Refrigeration Plant Engineer (1000 Tons & Over)	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Refrigeration Plant Engineer (under 1000 Ton)	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Rollerman (finishing Asphalt Pavement)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Rollers, All Types On Subgrade, Including Seal And Chip Coating	\$58.36	7Z	4S	9A	View

(farm Type, Case, John Deere And
Similar,or Compacting Vibrator),
Except When Pulled B

Power Equipment Operators	Roto Mill (pavement Grinder)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Rotomill Groundsman	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Rubber-tired Skidders (r/t With Or Without Attachments)	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Scrapers, All, Rubber-tired	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Screed Operator	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Shovels (3 Yds. & Over)	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Shovels (under 3 Yds.)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$59.82	7Z	4S	9A	View
Power Equipment Operators	Soil Stabilizer (p & H Or Similar)	\$59.44	7Z	4S	9A	View

Power Equipment Operators	Spray Curing Machine (concrete)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Spreader Box (self-propelled)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Spreader Machine	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Steam Cleaner	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Straddle Buggy (ross & Similar On Construction Job Only)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Surface Heater & Planer Machine	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Traverse Finish Machine	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Trenching Machines (7 Ft. Depth & Over)	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Trenching Machines (under 7 Ft. Depth Capacity)	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Tug Boat Operator	\$60.14	7Z	4S	9A	View

Power Equipment Operators	Tugger Operator	\$58.73	7Z	4S	9A	View
Power Equipment Operators	Turnhead (with Re-screening)	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Turnhead Operator	\$59.44	7Z	4S	9A	View
Power Equipment Operators	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Vactor Guzzler, Super Sucker	\$60.14	7Z	4S	9A	View
Power Equipment Operators	Vacuum Blasting Machine Operator	\$60.46	7Z	4S	9A	View
Power Equipment Operators	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$59.63	7Z	4S	9A	View
Power Equipment Operators	Welding Machine	\$58.36	7Z	4S	9A	View
Power Equipment Operators	Whirleys & Hammerheads, All	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	A-frame Truck (2 Or More Drums)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	A-frame Truck (single Drum)	\$58.73	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	All Tower Cranes	\$64.09	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Assistant Refrigeration Plant (under 1000 Ton)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Automatic Subgrader (ditches & Trimmers)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Backfillers (cleveland & Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Backhoe & Hoe Ram (under 3/4 Yd.)	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Backhoe (45,000 Gw & Under)	\$59.82	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Backhoe (45,000 Gw To 110,000 Gw)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Backhoe (over 110,000 Gw)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Backhoes & Hoe Ram (3 Yds & Over)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Bagley Or Stationary Scraper	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Batch Plant (over 4 Units)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Belt Finishing Machine	\$58.73	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Belt Loader (kocal Or Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Belt-crete Conveyors With Power Pack Or Similar	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Bending Machine	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Bit Grinders	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Blade Operator (motor Patrol & Attachments)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Blower Operator (cement)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Boat Operator	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Bob Cat (skid Steer)	\$59.44	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Bolt Threading Machine	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Boom Cats (side)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Boring Machine (earth)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Bump Cutter (wayne, Saginaw Or Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Cableway Controller (dispatcher)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Cableway Operators	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Canal Lining Machine (concrete)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Carrydeck & Boom Truck (under 25 Tons)	\$59.82	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Cement Hog	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Chipper (Without Crane)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Clamshell, Dragline	\$62.33	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Cleaning & Doping Machine (Pipeline)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Compactor (self-propelled With Blade)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Concrete Cleaning / Decontamination Machine Operator	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Concrete Pump Boom Truck	\$60.14	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Concrete Saw (multiple Cut)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Concrete Slip Form Paver	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Conveyor Aggregate Delivery Systems (c.a.d.)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Crane Oiler & Cable Tender, Mucking Machine	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Crane Oiler - Driver (cdl Required)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Cranes (100 to 299 Tons) All Attachments	\$63.26	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Cranes (25 Tons To And Including 44 Tons), All Attachments Incl. Clamshell, Dragline	\$60.14	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Cranes (300 Tons and Over) All Attachments	\$64.09	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Cranes (45 Tons To 55 Tons), All Attachments Incl. Clamshell And Dragline	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Cranes (56 to 99 tons) and overhead, rail and Quick Tower. All attachment incl. Clamshell, Dragline	\$62.33	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Crusher Feeder	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Crusher, Grizzle & Screening Plant Operator	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Curb Extruder (asphalt Or Concrete)	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Deck Engineer	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Deck Hand	\$58.36	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Derricks & Stifflegs (65 Tons & Over)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Derricks & Stifflegs (under 65 Tons)	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Distributor Leverman	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Ditch Witch Or Similar	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Dope Pots (power Agitated	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Dozer / Tractor (up To D-5 Or Equivalent) And Traxcavator	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Dozer / Tractors (d-6 & Equivalent & Over)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Dozer, 834 R/t & Similar	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Drill Doctor	\$60.14	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Driller Licensed	\$62.33	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Drillers Helper	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Drills (churn, Core, Calyx Or Diamond)	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Elevating Belt (holland Type)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Elevator Hoisting Materials	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Equipment Serviceman, Greaser & Oiler	\$59.63	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Fireman & Heater Tender	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Fork Lift Or Lumber Stacker, Hydra- life & Similar	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Generator Plant Engineers (diesel Or Electric)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Gin Trucks (pipeline)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Grade Checker	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Gunite Combination Mixer & Compressor	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	H.d. Mechanic	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	H.d. Welder	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Heavy Equipment Robotics Operator	\$60.46	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Helicopter Pilot	\$62.33	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Helper, Mechanic Or Welder, H.D	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Hoe Ram	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Hoist (2 Or More Drums Or Tower Hoist)	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Hoist, Single Drum	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Hydro-seeder, Mulcher, Nozzleman	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Lime Batch Tank Operator (recycle Train)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Lime Brain Operator (recycle Train)	\$60.14	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Loaders (bucket Elevators And Conveyors)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Loaders (overhead & Front-end, Over 8 Yds.)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Locomotive Engineer	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Longitudinal Float	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Master Environmental Maintenance Technician	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Mixer (portable - Concrete)	\$58.73	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Mixermobile	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Mobile Crusher Operator (recycle Train)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Mucking Machine	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Multiple Dozer Units With Single Blade	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Pavement Breaker, Hydra-hammer & Similar	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Paving (dual Drum)	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Paving Machine (asphalt And Concrete)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Piledriving Engineers	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Plant Oiler	\$58.36	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Posthole Auger Or Punch	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Power Broom	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Pump (grout Or Jet)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Pumpman	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Quad-track Or Similar Equipment	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Railroad Ballast Regulation Operator (self-propelled)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Railroad Power Tamper Operator (self-propelled)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Railroad Tamper Jack Operator (self- propelled)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Railroad Track Liner Operator (self- propelled)	\$59.82	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Refrigeration Plant Engineer (1000 Tons & Over)	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Refrigeration Plant Engineer (under 1000 Ton)	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Rollerman (finishing Asphalt Pavement)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar,or Compacting Vibrator), Except When Pulled B	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Roto Mill (pavement Grinder)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Rotomill Groundsman	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Rubber-tired Skidders (r/t With Or Without Attachments)	\$59.63	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Scrapers, All, Rubber-tired	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Screed Operator	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Shovels (3 Yds. & Over)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Shovels (under 3 Yds.)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$59.82	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Soil Stabilizer (p & H Or Similar)	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Spray Curing Machine (concrete)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Spreader Box (self-propelled)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Spreader Machine	\$59.44	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Steam Cleaner	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Straddle Buggy (ross & Similar On Construction Job Only)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Surface Heater & Planer Machine	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$58.73	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Traverse Finish Machine	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Trenching Machines (7 Ft. Depth & Over)	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Trenching Machines (under 7 Ft. Depth Capacity)	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Tug Boat Operator	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Tugger Operator	\$58.73	7Z	4S	9A	View

Power Equipment Operators- Underground Sewer & Water	Turnhead (with Re-screening)	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Turnhead Operator	\$59.44	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Vactor Guzzler, Super Sucker	\$60.14	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Vacuum Blasting Machine Operator	\$60.46	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Vacuum Drill (reverse Circulation Drill Under 8 Inch Bit)	\$59.63	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Welding Machine	\$58.36	7Z	4S	9A	View
Power Equipment Operators- Underground Sewer & Water	Whirleys & Hammerheads, All	\$60.46	7Z	4S	9A	View
Power Line Clearance Tree Trimmers	Journey Level In Charge	\$64.20	5A	4A		View
Power Line Clearance Tree Trimmers	Spray Person	\$60.74	5A	4A		View

Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$64.20	5A	4A	View
Power Line Clearance Tree Trimmers	Tree Trimmer	\$57.29	5A	4A	View
Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$43.05	5A	4A	View
Refrigeration & Air Conditioning Mechanics	Journey Level	\$97.01	6Z	1Q	View
Residential Brick Mason	Journey Level	\$25.84		1	View
Residential Carpenters	Journey Level	\$17.00		1	View
Residential Cement Masons	Journey Level	\$29.00		1	View
Residential Drywall Applicators	Journey Level	\$21.47		1	View
Residential Drywall Tapers	Journey Level	\$16.66		1	View
Residential Electricians	Journey Level	\$30.33		1	View
Residential Glaziers	Journey Level	\$21.92		1	View
Residential Insulation Applicators	Journey Level	\$16.66		1	View

Residential Laborers	Journey Level	\$16.66		1	View
Residential Marble Setters	Journey Level	\$25.84		1	View
Residential Painters	Journey Level	\$16.66		1	View
Residential Plumbers & Pipefitters	Journey Level	\$51.48		1	View
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$37.30	5A	11R	View
Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$54.13	5A	1X	View
Residential Soft Floor Layers	Journey Level	\$23.11	5A	1N	View
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$18.40		1	View
Residential Stone Masons	Journey Level	\$25.84		1	View
Residential Terrazzo Workers	Journey Level	\$16.66		1	View
Residential Terrazzo/Tile Finishers	Journey Level	\$16.66		1	View
Residential Tile Setters	Journey Level	\$16.66		1	View

Roofers	Journey Level	\$48.54	5I	1R		View
Roofers	Using Irritable Bituminous Materials	\$50.54	5I	1R		View
Sheet Metal Workers	Journey Level (Field or Shop)	\$75.05	5A	1X		View
Sign Makers & Installers (Electrical)	Journey Level	\$16.66		1		View
Sign Makers & Installers (Non-Electrical)	Journey Level	\$16.66		1		View
Soft Floor Layers	Journey Level	\$59.52	7C	3J		View
Solar Controls For Windows	Journey Level	\$16.66		1		View
Sprinkler Fitters (Fire Protection)	Journey Level	\$69.91	7J	1R		View
Stage Rigging Mechanics (Non Structural)	Journey Level	\$16.66		1		View
Stone Masons	Journey Level	\$59.64	5A	1M		View
Street And Parking Lot Sweeper Workers	Journey Level	\$16.66		1		View
Surveyors	Chain Person	\$16.66	0	1	9H	View

Surveyors	Instrument Person	\$16.66	0	1	9H	View
Surveyors	Party Chief	\$16.66	0	1	9H	View
Telecommunication Technicians	Journey Level	\$53.13	5I	1B		View
Telephone Line Construction - Outside	Cable Splicer	\$41.35	5A	2B		View
Telephone Line Construction - Outside	Hole Digger/Ground Person	\$27.31	5A	2B		View
Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$34.53	5A	2B		View
Telephone Line Construction - Outside	Telephone Lineperson	\$39.07	5A	2B		View
Terrazzo Workers	Journey Level	\$43.81	5A	1M		View
Tile Setters	Journey Level	\$43.81	5A	1M		View
Tile, Marble & Terrazzo Finishers	Journey Level	\$35.93	5A	1M		View

Traffic Control Stripers	All cleanup required in connection with traffic control stripers work (Group 1)	\$92.44	15L	1K	View
Traffic Control Stripers	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	\$55.54	15L	1K	View
Traffic Control Stripers	Installation of guard rail and posts and similar protective devices (Group 2)	\$55.54	15L	1K	View
Traffic Control Stripers	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	\$55.54	15L	1K	View
Traffic Control Stripers	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$92.44	15L	1K	View
Traffic Control Stripers	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$92.44	15L	1K	View

Traffic Control Stripers	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	\$55.54	15L	1K		View
Traffic Control Stripers	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety and control devices/barricades (Group 2)	\$55.54	15L	1K		View
Traffic Control Stripers	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$92.44	15L	1K		View
Traffic Control Stripers	Preparation and maintenance of all surfaces (Group 1)	\$92.44	15L	1K		View
Traffic Control Stripers	Seal coating, slurry coating and other surface protection (Group 2)	\$55.54	15L	1K		View
Truck Drivers	Asphalt Mix Over 20 Yards	\$59.45	5D	1V	8M	View
Truck Drivers	Asphalt Mix To 20 Yards	\$59.25	5D	1V	8M	View
Truck Drivers	Dump Truck	\$59.25	5D	1V	8M	View

Truck Drivers	Dump Truck & Trailer	\$59.45	5D	1V	8M	View
Truck Drivers	Other Trucks	\$59.14	5D	1V	8M	View
Truck Drivers - Ready Mix	Transit Mixers 20 yards and under	\$59.45	5D	1V	8M	View
Truck Drivers - Ready Mix	Transit Mixers over 20 yards	\$59.79	5D	1V	8M	View
Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$16.66		1		View
Well Drillers & Irrigation Pump Installers	Oiler	\$16.66		1		View
Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		1		View

City of College Place
W Whitman Drive
Multiuse Pathway

A. Summary of Estimated Man Hours

Role	Name	Hrs.	x	Direct Rate	=	Cost
1 Project Manager	Johnny LeMaster	194		\$ 64.00		\$12,416
2 Quality Manager	David Witthaus	60		\$ 105.00		\$6,300
3 Roadway Lead	Michelle Paulson	358		\$ 58.20		\$20,836
4 Stormwater Lead	Heather Calkins	151		\$ 68.00		\$10,268
5 Survey Lead	Gilbert Bailey	14		\$ 72.46		\$1,014
6 Project Surveyor	Dan Proszek	57		\$ 56.72		\$3,233
7 Party Chief	Bill Summers	50		\$ 49.18		\$2,459
8 Field Survey Technician	Blake Smith	50		\$ 30.56		\$1,528
9 Office Survey Technician	Dana Maier	142		\$ 34.96		\$4,964
10 Project Coordinator	Kristin Reddy	10		\$ 36.28		\$363
11 Environmental Lead	Gray Rand	73		\$ 73.00		\$5,329
12 Section 106 Architectural Historian	Zoe Scuderi	76		\$ 47.40		\$3,602
13 Section 106 Archaeologist	Jeanne Wright	50		\$ 51.00		\$2,550
14 Project Coordinator	Kim Johnson	14		\$ 33.40		\$468
15 Finance	Wendy Gomez	6		\$ 39.36		\$236
16 Environmental Planner	Susan McCaffrey	120		\$ 52.00		\$6,240
17 Technical Editor	Corie Peters	10		\$ 40.00		\$400
18 GIS Analyst	Sara Gilbert	26		\$ 68.00		\$1,768
Total Hrs.		1461				

Total Raw Labor Cost \$ 83,974

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost		Overhead Mult.	=	\$ 148,097
	\$83,974.36	x	176.36%		
FCCM	Total Raw Labor Cost		FCCM Mult.	=	756
	\$83,974.36	x	0.90%		

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost		Fixed Fee Mult.	=	\$ 23,513
	\$83,974.36	x	28.00%		

Subtotal Labor Costs \$ 256,340

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
1 Round Trip Mileage Cost (Spokane office to Project)	0	@ \$ 0.70	Trip	\$ -
2 Mileage (Miscellaneous)	1020	@ \$ 0.70	Mile	\$ 714.00
3 Airfare (PUW to BOI)	0	@ \$ -	Trip	\$ -
4 Airfare (DEN to BOI)	0	@ \$ -	Trip	\$ -
5 Parking	0	@ \$ -	Day	\$ -
6 Rental Car	0	@ \$ 150.00	Day	\$ -
7 Lodging (rate + 12% tax)	12	@ \$ 123.20	Day	\$ 1,478.40
8 Meals (and Incidentals) - Full Day	10	@ \$ 68.00	Day	\$ 680.00
9 Meals (and Incidentals) - Travel Day	6	@ \$ 51.00	Day	\$ 306.00
10 Traffic Counts	0	@ \$ -	LS	\$ -
11 StreetLight Data	0	@ \$ -	LS	\$ -
12 FEMA Data Request	0	@ \$ 300.00	EA	\$ -
13 Woodsaver Milling	1	@ \$ 2,000.00	EA	\$ 2,000.00
14 Survey				
14 Survey Miles	380	@ \$ 0.70	Mile	\$ 266.00
15 Basic Mail Service	0	@ \$ -	EA	\$ -
16 Print/Copy by Vendor (B&W)	0	@ \$ -	EA	\$ -
17 Print/Copy by Vendor (Color)	0	@ \$ -	EA	\$ -
18 Print/Mount/Laminate by Vendor	0	@ \$ -	EA	\$ -
19 Control Rebar Supplies	0	@ \$ 5.00	EA	\$ -
20 Misc. Survey Supplies (Flagging, Lathe, etc.)	0	@ \$ 100.00	LS	\$ -
21 ROW Monuments	0	@ \$ 5.00	EA	\$ -
22 Existing Monument Carsonite Posts/Stickers	0	@ \$ 5.00	LS	\$ -
23 Control Markers	0	@ \$ 5.00	EA	\$ -
24 Private Utility Locates	1	@ \$ 1,000.00	EA	\$ 1,000.00
25 Title Reports	20	@ \$ 500.00	EA	\$ 10,000.00
26 Express Mailings	0	@ \$ -	EA	\$ -
27 Title Company Research	15	@ \$ 100.00	HR	\$ 1,500.00
28 Static Laser Scanner Equipment	2	@ \$ 500.00	EA	\$ 1,000.00
29 Traffic Control	0	@ \$ -	LS	\$ -
30 Bathymetric Boat	0	@ \$ 500.00	LS	\$ -
31 sUAS Mapping Drone LiDAR	0	@ \$ -	LS	\$ -
32 sUAS Mapping Drone Tier 3 RTK	0	@ \$ -	Day	\$ -
33 Static 3D Laser Scanner	0	@ \$ -	Day	\$ -
Subtotal Reimbursable Expenses				\$ 18,944

David Evans and Associates Subtotal \$ 275,284

D. Salary Adjustment

Total Raw Labor Cost + Overhead	per year	% of Contract with Adjustment	
\$83,974.36	x		\$0.00

E. DEA Total

\$ 275,284.13

F. Subconsultants & Additional Services Total

	-	W/DBE	M/DBE	
1 Contract Land Staff	37.20%	-		\$ 168,373.19
2 GeoProfessional Innovations	1.98%	-		\$ 8,950.00
Total	39.18%	0.00%	0.00%	
Subconsultants Subtotal				\$ 177,323.19

PROJECT TOTAL (E + F) = \$ 452,607

City of College Place
W Whitman Drive
Multiuse Pathway

Contract Land Staff

A. Summary of Estimated Man Hours

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Sr. Project Manager		140		\$62.50		\$8,750
2	Project Manager		200		\$57.69		\$11,538
3	Sr. Right of Way Agent		240		\$48.08		\$11,539
4	Right of Way Agent		260		\$36.06		\$9,376
5	Right of Way Tech		140		\$36.06		\$5,048
6			0		\$0.00		\$0
7			0		\$0.00		\$0
8			0		\$0.00		\$0
9			0		\$0.00		\$0
10			0		\$0.00		\$0
11			0		\$0.00		\$0
12			0		\$0.00		\$0
13			0		\$0.00		\$0
14			0		\$0.00		\$0
15			0		\$0.00		\$0
16			0		\$0.00		\$0
17			0		\$0.00		\$0
			Total Hrs.	980			

Total Raw Labor Cost \$ 46,251

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost \$46,251.20	x	Overhead Mult. 147.95%	=	\$	68,429
FCCM	Total Raw Labor Cost \$46,251.20	x	FCCM Mult. 0.00%	=	\$	-

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost \$46,251.20	x	Fixed Fee Mult. 28.00%	=	\$	12,950
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Subtotal Labor Costs \$ 127,630

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
Travel				
1 Mileage	1062	trips @	\$ 0.70 /gallon	\$ 743.40
2 Waiver Valuation	20	days @	\$ 2,000.00 /day	\$ 40,000.00
3 Meals (and incidentals) - Travel Day	0	days @	\$ 51.00 /day	\$ -
4 Meals (and Incidentals) - Full Day	0	days @	\$ 68.00 /day	\$ -
5 Print/Copy by Vendor (B&W)	0	@	\$ - /EA	\$ -
6 Print/Copy by Vendor (Color)	0	@	\$ - /EA	\$ -
7 Copies	0	pages @	\$ - /page	\$ -
				Subtotal Reimbursable Expenses \$ 40,743

E.

Salary Adjustment

Total Raw Labor Cost + Overhead		per year	% of Contract with Adjustment	
\$46,251.20	x	4%	x	\$0

CONTRACT LAND STAFF, INC TOTAL (A through D)	=	\$168,373
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City of College Place
W Whitman Drive
Multiuse Pathway

GeoProfessional Innovations, Inc.

A. Summary of Estimated Man Hours

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Principal	Travis Wambeke, PE	2		\$82.00		\$164
2	Sr. Design Engineer	Andy Abrams, PE	2		\$59.00		\$118
3	Project Engineer	Sierra Larson, EIT	4		\$41.00		\$164
4	Staff Engineer	Karis Scharold, EIT	4		\$29.00		\$116
5	Staff Engineer	Noah Hattrup	12		\$26.00		\$312
6	Project Administrator	Mary Gregory	4		\$40.00		\$160
7			0		\$0.00		\$0
8			0		\$0.00		\$0
9			0		\$0.00		\$0
10			0		\$0.00		\$0
11			0		\$0.00		\$0
12			0		\$0.00		\$0
Total Hrs.			28				

Total Raw Labor Cost \$ 1,034.00

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost		Overhead Mult.			
	\$1,034.00	x	190.01%	=	\$	1,965
FCCM	Total Raw Labor Cost		FCCM Mult.			
	\$1,034.00	x	0.00%	=	\$	-

C. Fixed Fee

Fixed Fee	Total Labor Cost		Fixed Fee Mult.			
	\$1,034.00	x	30.00%	=	\$	310

Subtotal Labor Costs \$ 3,309

D. Reimbursable Expenses

	Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
1	Travel				
1	Exploration Subcontractor	1	each @	\$ 4,878.00 /each	\$ 4,878.00
2	Laboratory: Moisture Content	3	each @	\$ 35.00 /each	\$ 105.00
3	Laboratory: Grain Size Distribution	2	each @	\$ 165.00 /each	\$ 330.00
4	Laboratory: Chem Suites	2	each @	\$ 85.00 /each	\$ 170.00
5	Laboratory:	0	each @	- /each	\$ -
6	Laboratory:	0	each @	- /each	\$ -
7	Mileage	225	miles @	\$ 0.70 /mile	\$ 157.50
8		0			\$ -
9		0			\$ -
Subtotal Reimbursable Expenses					\$ 5,641

D. Salary Adjustment

Total Raw Labor Cost + Overhead		per year	% of Contract with Adjustment	
\$1,034.00	x	4%	x	\$0.00

GEOPROFESSIONAL INNOVATIONS TOTAL (A through D)	=	\$8,950
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Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): David Evans and Associates, Inc.		
Address 908 N. Howard Street, Suite 300		Federal Aid Number
UBI Number 600 227 608		Federal TIN or SSN Number 93-0661195
Execution Date		Completion Date 12/31/2028
1099 Form Required ☐ Yes ☒ No		Federal Participation ☒ Yes ☐ No
Project Title W Whitman Dr Multiuse Pathway		
Description of Work Construction of 1/4 mile multiuse pathway along W. Whitman Drive between Davis Avenue and Academy Way. The project stormwater mitigation, utility service relocation, striping and signage.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes		☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation Total Amount Authorized: \$452, 607 Management Reserve Fund: Maximum Amount Payable: \$452, 607

Commented [JL1]: Do we want to add a Management Reserve Fund? WSDOT allows up to \$100,000k on this

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of College Place, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com/program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Mike Holden

Agency: City of College Place
Address: 625 N. College Avenue

City: College Place State: WA Zip: 99324

Email: mholden@cpwa.us
Phone: (509)394-8657
Facsimile: ---

If to CONSULTANT:

Name: Johnny LeMaster, P.E.

Agency: David Evans and Associates, Inc.
Address: 908 N. Howard Street, Suite 300

City: Spokane State: WA Zip: 99201

Email: johnny.lemaster@deainc.com
Phone: (509)252-5884
Facsimile: ---

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established

completion time.

Agreement Number:

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

Agreement Number:

4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

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

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

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Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

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XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity to the extent arising ~~in whole or in part~~ from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees,

sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.
- ~~C.~~ D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) per claim and in the aggregate

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Mike Holden
Agency: City of College Place
Address: 625 N. College Avenue
City: College Place State: WA Zip: 99324

Email: mholden@cpwa.us
Phone: (509)394-8657
Facsimile: ----

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any "request for equitable adjustment," hereafter referred to as "CLAIM," under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI "Disputes" clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit "G-1(a and b)" are the Certifications of the CONSULTANT and the AGENCY, Exhibit "G-2" Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit "G-3" Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit "G-4" Certificate of Current Cost or Pricing Data. Exhibit "G-3" is required only in AGREEMENT's over one hundred thousand dollars (\$100,000.00) and Exhibit "G-4" is required only in AGREEMENT's over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III "General Requirements" prior to its performance of any SERVICES under this AGREEMENT.

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XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Agreement Number:

Exhibit A
Scope of Work

Project No.

See Attached Scope of Work

Agreement Number:

Exhibit A



CITY of College Place, WA
W. Whitman Drive Multiuse Pathway
Project No. _____

Design Engineering Services
Scope of Services – Final

Prepared by:
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Spokane, WA 99201



August 13, 2025

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I. INTRODUCTION

David Evans and Associates, Inc. (DEA) and subconsultants will provide design engineering services for the W. Whitman Drive Multiuse Pathway project under the direction of the CITY of College Place (CITY).

Generally the project includes the following:

- Approximately ¼-mile long section of 10-ft wide multiuse pathway
- Location-specific improvements to sidewalks and driveway approaches
- ADA curb ramps at all pedestrian crossings
- Water service meter relocations
- Fire hydrant relocations
- Future illumination improvements
- Coordination with utility companies

Services include topographic and boundary surveys; establishing Right-of-Way (ROW) need lines; preparation of NEPA/SEPA documents; permitting and environmental approvals; utilities coordination; geotechnical investigation and memorandum; preparation of ROW plans; ROW acquisition; public involvement; and preparation of plans, specifications, and estimate (PS&E).

Design deliverables are anticipated to be complete by March, 2026.

THE CITY IDENTIFIED THE REQUIRED PROJECT DELIVERABLES AS PART OF THE REQUEST FOR QUALIFICATIONS (RFQ):

- Design survey compatible with AutoCAD C3D
- Preparation, submittal, and finalization of Geotechnical report with subsurface investigation
- Preparation, submittal, and finalization of any required cultural and environmental permitting
- Identify existing ROW/property line boundaries and determine needs.
- Identification of any impacted utilities and design for water, sewer, and fiber conduit
- Submittal Plot Map of project limits, for CITY and Consultant discussion in person
- Water distribution and wastewater collection system design within the project limits.
- Submittal of 30%, 60%, 90%, 100% and final design and construction estimate. Completion of bid ready documents by March of 2026
- Coordination with private utilities including required relocations and desired upgrades.
- Provide all Reports in PDF format
- Provide CAD and/or GIS files of the figures associated with the design
- Construction Management Service (if requested)

THIS SCOPE OF SERVICES USES THE FOLLOWING REFERENCES FOR PROJECT TEAM MEMBERS:

- **CITY** = CITY of College Place (Project Sponsor and owner of facilities and review authority of all deliverables excluding those noted under WSDOT below).
- **WSDOT** = Washington State Department of Transportation (Review authority for NEPA, ROW package, ROW certification, PS&E approval, and ad and award approval only).
- **CONSULTANT** or **DEA** = David Evans and Associates, Inc. (Prime Consultant).
- **GPI** = GEOProfessional Innovations, Inc. (Geotechnical Engineering subconsultant to DEA).
- **CLS** = Contract Land Staff (ROW estimating and acquisition).

II. Design Criteria

As part of the design effort on this project, design criteria will be developed and approved by the CITY based on WSDOT standards for local agency projects.

The CITY will designate the basic premises and criteria for the design. Reports and plans will be developed in accordance with the latest edition and amendments (as of the date of signing of this Agreement) of the following documents. Changes in any design standards or requirements after work has begun may result in Extra Work.

WSDOT PUBLICATIONS:

- Standard Specifications for Road, Bridge, and Municipal Construction
- Standard Plans for Road, Bridge, and Municipal Construction
- Local Agency Guidelines (LAG) Manual
- Design Manual
- Right-of-Way Manual
- Geotechnical Design Manual
- Temporary Erosion and Sediment Control Manual

AMERICAN ASSOCIATION OF STATE AND HIGHWAY TRANSPORTATION OFFICIALS (AASHTO) PUBLICATIONS:

- AASHTO's "A Policy on Geometric Design of Highways and Streets"
- AASHTO Roadside Design Guide

U.S. DEPARTMENT OF TRANSPORTATION PUBLICATIONS:

- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

OTHER:

- Washington State Regulations, Accessibility Design for All (ADA)
- Standard drawings prepared by the CITY and furnished to the CONSULTANT will be used as a guide in all cases where they fit design conditions
- APWA General Special Provisions

III. Design Software

Project deliverables will be developed utilizing the following software packages and associated versions:

- AutoCAD C3D will be utilized as the project's design platform.
- MS Excel will be utilized for spreadsheets.
- MS Word will be utilized for word processing.
- MS Project will be utilized for scheduling.
- MS Power Point will be utilized for presentations.
- Plan sets, specifications, estimates, memorandums and other documents will be submitted in an electronic file format (PDF, typically).
- ESRI ArcGIS products will be used for the processing and presentation of GPISpatial information.

Detailed Task Description

TASK 1 PROJECT ADMINISTRATION

1.1 Project Management

Project management will be on-going during the course of the project. The project manager will maintain communication with the CITY, WSDOT, and the Design Team. The project manager will monitor the project's scope, schedule, and budget; will coordinate and communicate with the project's subconsultants; and perform other project management tasks.

Assumptions

1. The tasks in this section assume that the design portion of this project will be active from September, 2025 through March, 2026, or a total of seven (7) months.
2. For purposes of this scope, it is assumed that project management will require seven (7) hours per month.

1.2 Project Setup

DEA will set up project files including internal budget tracking spreadsheets, the project's financial files, and the project's electronic and hard copy technical filing system.

1.3 Subconsultant Coordination

DEA will prepare subconsultant agreements for Woodsaver Milling, GPI, and CLS. This will include developing the draft of the subconsultant agreement, having management from each firm review the agreement, then issuing and executing the final agreements.

1.4 Quality Management Plan

DEA will develop a project specific Quality Management (QM) Plan to identify quality assurance processes for all project deliverables. The QM Plan will identify the Quality Management Team, procedures that will be used for quality assurance and quality control, the schedule of quality management tasks, and quality control protocol that will be followed. The QM Plan will be submitted to the CITY for review and comment.

Deliverables

1. Quality Management Plan

1.5 Project Schedule

DEA will prepare a schedule in Microsoft Project for the project through PS&E delivery. The project team will use the schedule, which will be updated as needed to check the budget, staffing levels, and where the deliverable schedule might be affected. These tools will be used to adjust staff assignments so schedule and fee commitments are met. Project team meetings will enforce the schedule and hold team members accountable for progress on their components of the project.

Deliverables

1. Project Schedule through PS&E
2. Project Schedule updates as needed

1.6 Monthly Progress Reports and Invoices

The CONSULTANT Team will provide monthly progress reports and invoices in accordance with the CITY's standard procedures. Each progress report and invoice package will include the CONSULTANT Team's invoice showing all labor and direct expenses included for the period, the monthly progress report, and full documentation of labor hours and direct expenses charged for the period for DEA and each subconsultant.

Assumptions

1. Progress Report and Invoice packages will be prepared monthly

Deliverables

1. Monthly Progress Report and Invoice Packages

TASK 2 COORDINATION AND MEETINGS

The CONSULTANT will provide frequent communication throughout the project to facilitate project decisions supported by the CITY. Regular meetings will be scheduled to monitor the progress of the project, to coordinate with team members, and to maintain accountability between all members of the team including the CONSULTANT, subconsultants, the CITY, and WSDOT.

2.1 Kickoff Meeting

DEA staff will attend one (1) kickoff meeting as scheduled by the CITY, to be held at the CITY's office. The objectives of the meeting is to provide the CONSULTANT with a clear understanding of project goals and objectives, project schedule, work products, and roles for project participants. The CONSULTANT will prepare a meeting record and distribute to attendees within one week of the meeting. For estimating purposes, one (1) DEA staff will attend this meeting.

2.2 CITY Coordination

Coordinate with CITY staff for project data, design issues, and project updates. DEA project manager will provide bi-weekly (every other week) check-in phone and/or video conferences with CITY.

2.3 Consultant Team Coordination and Meetings

DEA will hold internal CONSULTANT Team coordination video conferences to plan the work, relay information gathered during the CITY meetings, and discuss project status. It is anticipated that up to four (4) DEA personnel will participate. CITY staff will be invited to participate in these bi-weekly meetings (every other week), which will be held during weeks when CITY Coordination meetings are not held, so the CITY is up-to-date on a weekly basis. Meetings are expected to last one (1) hour each. DEA will prepare an agenda and minutes for each meeting.

2.4 WSDOT Coordination Meetings

Throughout the project, DEA will coordinate with the CITY and WSDOT via conference call to discuss schedule, anticipated deliverables requiring review, and review status. These meetings will be held as necessary to discuss key project elements requiring WSDOT input, including NEPA, ROW plan development and approval, and PS&E preparation.

Assumptions

1. For budgeting purposes, four (4) meetings are anticipated, each lasting 1.5 hours.
2. Appropriate DEA staff will attend each meeting based on the topic of discussion. It is anticipated that two or three (2-3) staff members will attend each meeting.

Deliverables

1. Meeting Agenda and Meeting Minutes

2.5 Local Resident Coordination

DEA will prepare one letter for the CITY to mail to each property owner in the project area (both the physical address and the property owner address). This first letter will introduce the project and provide advance notification of survey and other field work. DEA will accompany the CITY to visit each property owner on site and respond to follow up questions as the project plans develop. Coordination is anticipated with approximately 20 property owners and key tenants. DEA will plan two afternoons on site to meet with property owners. Once at the 30% design level to introduce the project, and again at the 90% design level. In addition, up to sixteen (8) hours of phone conference time or Zoom is budgeted.

Assumptions

1. For budgeting purposes, two (2) half days on site is anticipated for face-to-face meetings with property/business owners.
2. Two (2) hours is budgeted for meeting logs and follow up after each day in the field (total of 4 hours).
3. Eight (8) hours is budgeted for telephone conferences or Zoom meetings.

Assumptions

1. CITY will prepare the mailer database and mail letters to property owners.

TASK 3 ENVIRONMENTAL DOCUMENTATION

This Scope of Services includes preparation of environmental documentation and permits in compliance with local, state, and federal regulations. The following scope assumes that compliance with NEPA and SEPA will be required due to the use of federal funds and need for federal permits, including compliance with Section 106 of the National Historic Preservation Act (NHPA) and Section 7 of the Endangered Species Act (ESA). The Scope of Services identifies this and other key assumptions that the CONSULTANT has relied upon in determining the CONSULTANT's effort, fee, scope, and schedule for the project. The CONSULTANT and the CLIENT agree to renegotiate these terms in the event a key assumption becomes invalid.

3.1 NEPA

The CONSULTANT will conduct a site visit and prepare a Categorical Exemption Documentation (CED) form in pursuit of a NEPA Documented Categorical Exclusion (DCE). Prior to the preparation of any NEPA-related documentation, the CONSULTANT will attend a NEPA pre-application meeting with the CITY and WSDOT Highways and Local Programs (H&LP) to confirm the proposed approach, process and submittal requirements. The CONSULTANT will prepare responses for each question identified in the 15-question CED form,

consistent with Chapter 24 of the LAG Manual. Supporting data and information will be utilized from existing aerial photographs, site photographs, and CITY and Walla Walla County GIS data.

As part of the NEPA CED, CONSULTANT will prepare a Right-Sized Hazardous Materials Memorandum, in accordance with WSDOT H&LP guidelines. Sources for this document will include online databases, existing project area information, project design information, and a site visit. A Phase 1 Environmental Site Assessment will not be prepared, nor will an Environmental Justice Discipline Report. Neither air quality nor noise modeling or analysis will be required.

Assumptions:

1. The project will not result in the use of a Section 4(f) or Section 6(f) resource and will therefore not require any Section 4(f)/6(f) documentation.
2. H&LP will not require preparation of Air Quality, Noise, Visual Quality, or Environmental Justice Discipline Reports.
3. One pre-application meeting will occur with the CONSULTANT, CITY, and WSDOT H&LP.
4. CONSULTANT will conduct one site visit.

Deliverables:

1. Draft Right-Sized Hazardous Materials Memorandum.
2. Final Right-Sized Hazardous Materials Memorandum.
3. Draft CED form and attachments for CITY review.
4. Draft CED form and attachments for WSDOT H&LP review.
5. Final CED form and attachments for signature by the CITY, WSDOT H&LP, and FHWA.

3.2 Section 106 Compliance

DEA will complete the following work in accordance with Section 106 of the National Historic Preservation Act (NHPA), NEPA, and other pertinent regulations. DEA will coordinate project elements and will provide the vicinity map and boundary within which temporary and permanent disturbance for use in preparation of these reports.

3.2.1. Project Coordination:

DEA Architectural Historian and Archaeologist will coordinate with the DEA Project Engineer, WSDOT, and various other interested parties, as appropriate for the project. DEA will also complete QC reviews of draft reports prior to submittal.

3.2.2. APE Letter:

DEA will submit one (1) Area of Potential Effects (APE) letter with appropriate information for Washington State Department of Archaeology and Historic Preservation (DAHP) staff to identify limits of project work. DEA will produce the project description to include action/activities/areas needed to complete the project and to be included in the APE Letter submittal package.

The APE Letter submittal package will include:

- Project Description & Location Maps (USGS 1:24,000 scale map & aerial map)
- Preliminary Historical and Archaeological review

3.2.3. Research:

Database checks are required for previous surveys and known sites within one mile of the project area. Newly recorded sites may require additional research to provide context. Research may be conducted through the Washington Information System for Architectural and Archeological Records Data (WISAARD), National Register of Historic Places, Washington State Historical Society, Whitman College, Walla Walla Public Library, Washington State Archives, Spokane Public Library's Northwest Room, and the Northwest Museum of Arts and Culture Archives. Research will include general history, historic photographs, maps, original plans (if any), and building records, if available. Expenses include research and travel fees.

3.2.4. Fieldwork:

Applicable field investigation techniques will be discussed with the Highway Archaeologist/Architectural Historian to determine the appropriate methodology. Certain field conditions may necessitate specific investigation techniques. The APE will be surveyed using pedestrian transects spaced no more than 90 feet apart but may be spaced closer depending on the environmental conditions. The field survey will follow DAHP guidelines.

3.2.5. Inventory Forms:

Up to thirteen (13) cultural resources will be recorded under this scope of work, including one (1) residential historic district, eleven (11) historic built environment properties (609, 615, 531, 527, 621, 515, 511, 505, 423, 405, and 400 W. Whitman Drive) and one (1) archaeological resource. These sites will be fully documented on Historic Property Inventory Forms (HPI) or Archaeological Site Inventory Forms (ASI) to provide data on location, dimensions, content age, context, and integrity for an assessment of NRHP eligibility. HPI and ASI forms will be completed for the property through DAHP's online database WISAARD. Cultural staff from DEA will consult with WSDOT to review site eligibility and potential project effect prior to the submittal of the cultural report.

3.2.6. Cultural Resource Survey Report

The Cultural Resource Report will follow DAHP guidelines and include research, field survey methods, survey results, findings (including site condition and eligibility), potential project effects, recommendations, maps, photos, and appropriate site forms. DEA will provide sufficient information to prepare Determinations of Significance and Effect by DAHP. The report will also be uploaded and submitted to DAHP through the WISAARD database, upon approval from DEA and the CITY of College Place.

3.2.7. Technical Review QA/QC:

Prior to submitting any cultural resource documents, internal QA/QC will be completed by DEA cultural resource staff.

3.2.8. Comment Response:

The draft report will be submitted to the CITY who will submit to WSDOT Headquarters for review. DEA will address comments, and the revised report will be resubmitted to the CITY to submit to DAHP. Following CITY review of the cultural resource report, the WSDOT cultural resource staff and DAHP are typically allowed 30-day reviews. Should any agency staff require report edits or revisions of the project area, the review cycle for each is renewed at the time of the submitted report changes. DEA will address comments, if any, received by WSDOT, and

DAHP and revise and resubmit them as needed. This scope assumes one review cycle with WSDOT and DHAP staff.

3.2.9. MIDP

DEA will prepare a monitoring and inadvertent discovery plan (MIDP) in compliance with WSDOT guidance. DEA will prepare 2 drafts and 1 final.

Assumptions:

- It is assumed the projects are located on private and/or state land. If federal land is in or adjacent to the project area, further negotiations will be needed.
- Up to thirteen (13) cultural resources, including one (1) residential historic district, eleven (11) historic built environment properties (609, 615, 531, 527, 621, 515, 511, 505, 423, 405, and 400 W. Whitman Drive) and one (1) archaeological will be recorded under this scope of work. If additional sites are identified, these will be recorded and evaluated under an additional supplemental agreement.
- If NRHP-eligible sites are identified that would be adversely affected, a Determination of Adverse Effect, Memorandum of Agreement, and Section 4(f) documentation must be conducted to complete Section 106 compliance. If these documents are needed, they will be considered additional services.

Deliverables:

1. Draft APE Letter
2. Final APE Letter
3. Draft Cultural Resource Report
4. Final Cultural Resource Report
5. MIDP

3.3 Section 7 ESA Compliance

Compliance with Section 7 of the ESA will require preparation of a No Effect Letter that will be attached to the NEPA CED, as described in further detail in the following sub-tasks.

Assumptions:

1. The following information will be provided by the project team in order to complete the No Effect Letter:
 - a. A detailed project description and preliminary design plans and specifications.
 - b. Existing and proposed stormwater treatment methods.
 - c. List of temporary erosion and sediment control best management practices.
2. The No Effect Letter will be attached to the NEPA CED.
3. Project will have no direct impacts to habitat that supports ESA-listed species.

Deliverables:

1. Draft No Effect Letter for CITY review.
2. Final No Effect Letter for WSDOT H&LP review.

3.4 SEPA

Following FHWA concurrence on the CED, the CONSULTANT will prepare a SEPA Checklist in pursuit of a Determination of Non-Significance (DNS). The CONSULTANT will be responsible for preparation of SEPA-related materials.

Deliverables:

1. Draft SEPA Checklist (pdf format)
2. Final SEPA Checklist (pdf format)

TASK 4 UTILITIES COORDINATION

4.1 Initial Utility Contacts

Utility companies will be contacted early on in the project, so existing and proposed utility facilities are considered throughout the design process. A utility locate will be called in prior to the design survey to perform a design locate. Utility companies listed in the locate ticket will form the basis for a utility contact list. Each company will be contacted and copies of their existing corridor facilities will be requested. The purpose of this task is to notify the utility companies of the proposed project and to identify existing or planned major utility lines that may affect design.

Deliverables

1. Utility distribution list
2. Copy of utility notification letter

4.2 Utility Coordination and Meetings

Throughout design DEA will coordinate with utility companies to share design plans at each stage and request utility plan markups. Existing utility transmission, distribution, and service lines will be depicted on project mapping. Any proposed utility improvements provided by the utility companies will be shown on the plans.

Deliverables

1. Existing utilities shown on design plans
2. Proposed utilities shown on design plans

TASK 5 GEOTECHNICAL ENGINEERING

5.1 Field Investigation

5.1.1. Coordination, Permissions, and Permits

GPI will submit an exploration plan to DEA and the CITY for review and approval. The plan will be submitted at least 2 weeks before mobilization to the site. We assume the plan will be reviewed, and either comments or approval will be provided by DEA and the CITY within 2 days of plan submittal. If revisions to the plan(s) are required, GPI will revise the plan(s), and GPI will resubmit the revised plan within 2 days of receipt of comments. GPI anticipates that all exploration will occur in unpaved areas in the ROW and will not directly impact traffic or advance onto private property. Lane closures are not expected, although traffic may be delayed during setup.

Exploration will require one day to complete. GPI assumes ROW permits are not required, and if required, the CITY will waive the permit fee.

GPI will arrange for utility clearances at the proposed boring locations by marking those locations and contacting the local one-call utility location service to mark any underground utilities at these locations.

5.1.2. Infiltration Evaluation

The field explorations will consist of drilling borings for field infiltration testing. Field services will be completed as outlined below:

- Borings will be drilled to collect subsurface information using a truck, trailer, or track-mounted, hollow-stem auger drill rig. The borings will be advanced to depths between 5 and 15 feet below existing grades, or refusal in caliche, cobbles, or boulders, whichever is shallower. Boring locations are yet to be established but will be presented in the plan outlined in Task 5.1.1 and 2 to 3 borings are expected. At each boring location GPI will:
 - Measure the depth to groundwater in the borings at the time of exploration, if encountered. Note that groundwater elevations encountered during drilling might not represent seasonal high groundwater elevations below the site.
 - Standard Penetration Tests (SPT) will be advanced at 5 foot intervals to collect samples and bulk samples will be collected. Each will be subjected to various laboratory tests for use in infiltration analyses. GPI will monitor and log explorations and prepare boring logs to be included in the final report.
 - Laboratory testing will depend on the soil conditions encountered but are anticipated to include: gradation, cation exchange capacity, organic content, pH, resistivity, Proctor density relationships, and sulfate content.
 - Infiltration tests will be conducted in borings. The tests will be conducted in reference to procedures outlined in Section 6.B.3 of the 2019 Washington State Department of Ecology, Stormwater Management Manual for Eastern Washington. The location and depths of the tests will be determined based on coordination with DEA and site profile conditions.

At the conclusion of drilling, each boring will be backfilled with bentonite in reference to applicable State of Washington regulations. GPI will measure boring locations in the field and mark them with paint and/or stakes so the locations can be surveyed by DEA.

5.2 Infiltration Memo Preparation

GPI will prepare a draft Technical Memorandum with an evaluation of the feasibility of infiltration of stormwater across the site based on anticipated seasonal high groundwater and requirements for minimum separation between groundwater, limiting layers, and infiltration facilities. For feasible systems, we will provide recommendations for design infiltration rates the engineer may use to size such facilities. Safety factors on infiltration rates will be provided and considerations to the soil treatment capacity will be discussed.

The memorandum will include the following items:

- Project location plan
- Site plan showing exploration locations
- Exploration logs

- Infiltration rates
- Issue draft memorandum for CITY and DEA review
- Address CITY and DEA review comments

GPI will coordinate with CITY and DEA to discuss the review comments on the draft Report. GPI will address review comments and the final Report will be issued.

Assumptions

1. GPI will contact the local one-call utility location service to mark underground utilities at the exploration locations.
2. No traffic control is required for exploration within existing ROW.
3. ROW permit fee will be waived by the CITY.
4. Borings will be backfilled, as previously described.
5. The initial locations of the borings will be recorded using a hand-held GPS device and by taping from known site features.

Deliverables

1. Draft memo (pdf format);
2. Final Memo (one permanent digital file PDF format).

TASK 6 SURVEYING

6.1 Develop Control Network

6.1.1. Notifications

Work is completed in Task 2.

6.1.2. Development of GPS Control Network

DEA will travel to the site and set three base points, in suitable locations for primary control. An OPUS solution on the central set point will be utilized to create a relationship to the state plane coordinate system. Ground coordinates will be created from the state plane relationship to support this project. A digital level loop will be performed through the three (3) primary control points to control the vertical component. Secondary control will be established as necessary to support topographic data collection. A control diagram will be prepared that includes the primary control points and suitable secondary control points.

Assumptions

1. DEA will create a local datum for this project which will keep project measurements nearest ground distances using one combined scale factor and will be referenced to the Washington State Plane Coordinate System, South Zone, NAD 83(2011) EPOCH 2010.0000 horizontal datum and NAVD 88 vertical datum derived from an OPUS solution.

6.2 Obtain Topographic Mapping Survey

DEA will perform the topographic surveying for the project, within the limits shown in Figure 1, from SW Davis Ave. to SW Academy Way (S. Hussy Street). The limits along Whitman will start at the crown of Whitman and extend southerly to 15 from back of curb or to building face depending on which is closer to the sidewalk. Features surveyed in the multiuse pathway corridor

[illegible]

Figure 1. Survey Limits

6.2.1. Utilities

Utility locations will be based on above ground evidence and as located by the utility purveyor. One Call Underground Locates will be called prior to the execution of the field work. It is assumed that the utility providers will mark their lines within the project area and that these lines can be recovered by DEA survey crews. DEA will also assume Century Link will require additional coordination and field investigation to further determine line locations. Other than additional coordination with Century Link, DEA will assume that the public locators will provide point marks for all known utilities in the project vicinity. DEA will also subcontract with a private locator, to attempt additional searches to recover additional utilities inside and outside the public ROW within the survey limits. These lines will be shown on the topographic map and identified as painted in the field. DEA will only make ties on the paint marks provided by the public one-call locator service and the private locates provided by private utility locator. DEA will dip storm drain catch basins (obtaining pipe invert elevations, pipe diameters, and pipe material) and any other drainage features in the project area. It is assumed that approximately nine (9) storm drain catch basins/manholes will need to be dipped and that none of these structures will be locked or will require additional coordination to open.

6.2.2. Develop Topographic Survey with Digital Terrain Model (DTM)

DEA will compile acquired mapping data developed in the preceding tasks into a topographic map. The topographic map will be developed in AutoCAD C3D in accordance with DEA surveying standards. One-foot contours will be developed as needed for design plans from the mapping data. In addition, DEA will obtain the Google Satellite Imagery for the project area for inclusion in the project base map.

The following scope of work will be accomplished for this task:

- Develop an electronic base map in AutoCAD C3D.
- Incorporate Google Satellite Imagery into the base map, unless the CITY provides more recent aerial imagery.

Assumptions

1. Limit of mapping area as described above.
2. Topographic survey is assumed to be completed in one (1) mobilization.

Deliverables

1. A base map that includes all of the located features and a digital surface in AutoCAD C3D format.

6.3 Perform Boundary/Right-of-Way Surveying

6.3.1. Research

DEA will research and analyze the following to determine the locations of the existing rights of way boundaries within the project limits:

- ROW Plans
- Records of Survey
- Subdivision plats
- Deeds of Record

DEA will coordinate with a title company to provide current parcel deeds and search for ROW deeds within the project limits. Seventeen (17) parcels are anticipated.

Assumptions

Only the ROW for W Whitman Drive and side streets within the survey limits shown above between SW Davis Avenue and SW Academy Way will be researched.

6.3.2. Field Survey

DEA will travel to the site and search for and make field ties on ROW monuments, existing property corners, and intersection monuments along Whitman Drive. For side streets, intersection monuments one (1) block southerly will be tied to establish side street rights-of-way. DEA will also make field ties on adjacent monumentation and significant monuments that are shown by record to exist along the ROW and boundary, (i.e. subdivision corners) to verify harmony along the boundary and identify if any conflicts exist. The intent of this field survey will be to identify field evidence sufficient to determine the ROW of W Whitman Drive and each side street intersection, within the survey limits, between SW Davis Avenue and SW Academy Way.

6.3.3. Develop ROW Determination

DEA will perform a preliminary determination with the researched documents to calculate and prepare search coordinates and maps for the ROW field survey. After the field survey and existing monuments are located and tied in the field, a final boundary determination of the ROW and centerline alignment of Whitman Drive and the side street intersections from SW Davis Avenue and SW Academy Way will be performed by careful analysis of the researched documents and their relation to the monuments recovered in the field.

Assumptions

1. It is assumed that an initial Record of Survey will not be required for the initial base mapping and boundary determination for this project.
2. Adequate ROW monumentation is found near the project limits to define and rebuild the centerlines and rights-of-way for W Whitman Drive and all intersections within the corridor.
3. ROW survey is assumed to be completed in one (1) mobilization.

6.4 Prepare Final Base Mapping Products.

DEA will import the ROW lines, centerline alignments, and tied monuments into the project's existing base mapping. Parcel sidelines will be sketched from Walla Walla County GIS information.

Assumptions

1. DEA will incorporate the above stated features and elements into the base map.

Deliverables

1. DEA will create an AutoCAD C3D file to DEA standards with the completed base map with 1-foot contour mapping, a DTM (Digital Terrain Model), tied monumentation, and existing ROW linework for design purposes.

TASK 7 RIGHT-OF-WAY ACQUISITION DOCUMENTS

7.1 Ownership & Title Research

The project team will use County Assessor's information to prepare a list of property owners adjoining the project. Ownerships will be included on the ROW Plans. Title reports will be ordered for up to Twenty (20) acquisition parcels, four (4) fee acquisitions and sixteen (16) temporary construction easements.

7.2 Develop ROW Plans (3 sheets)

DEA will develop ROW Plans, including the cover sheet. Four (4) acquisitions are anticipated. The project team will prepare the ROW Plans in accordance with WSDOT ROW Manual (Section 1.8) and Plans Preparation Manual (Division 1, ROW Plans). The project team will:

7.2.1. Prepare ROW Plan Cover Sheet (1 sheets)

Vicinity map, total ownerships, and ownership table will be shown on the cover sheet.

7.2.2. Prepare Official ROW Plans (2 sheets)

DEA will prepare Official ROW Plans, per the most current WSDOT plan preparation standards, depicting existing ROW through the project improvement areas. New ROW Acquisition Areas and Temporary Construction Easements will be identified.

7.2.3. Prepare Legal Descriptions

DEA will prepare New ROW acquisition area legal descriptions. Up to four (4) legal descriptions are anticipated.

7.2.4. Submit Review Copy of the ROW Plans

A submittal package consisting of the ROW Plans discussed in the tasks above will be submitted for review. It is intended that WSDOT and CITY will review the same submittal.

7.2.5. Revise the ROW Plans to Address Comments

Review comments obtained from the CITY's and WSDOT's review will be addressed on the plans and updated WSDOT Plan Preparation Manual Checklists will be prepared. One (1) round of review comments are assumed in this scope.

7.2.6. Submit Final ROW Plans

A final submittal package consisting of the revised ROW Plans discussed in the tasks above will be submitted to CITY and WSDOT for approval.

Assumptions

1. No more than one review revision is anticipated in this scope. The review revision is intended to include both WSDOT and CITY comments at the time of the ROW review meeting.
2. A Record of Survey will not be required.
3. Four (4) legal descriptions for acquisition.
4. Exhibits for legal descriptions will not be provided.
5. One (1) copy of a PDF deliverable of the preliminary ROW plans will be submitted to the CITY for review.
6. Only one (1) final stamped copy in PDF format will be provided. The review copy will have a preliminary stamp.
7. DEA assumes that it will only deliver one (1) preliminary copy and one (1) final stamped version of the ROW plans.
8. No ROW coordination or new ROW field location is anticipated as part of this scope.
9. New ROW monuments and Final Record of Survey are not part of this scope of work. These tasks will be completed post-construction as part of a future Construction Services scope of work.

Deliverables

1. A PDF Draft of the preliminary ROW plans and Final PDF stamped version of the ROW Plans.

TASK 8 RIGHT OF WAY ACQUISITION

Acquisition efforts are anticipated for up to four (4) parcels consisting of four (4) unique non-government property owners at the intersection of Whitman Drive and Evans Avenue, and Whitman Drive and Davis Avenue. Up to sixteen (16) temporary easements may be required for construction of the multiuse pathway and reconstruction of private improvements tied into the new pathway private property. The project is expected to include federal funding and will require ROW Certification with WSDOT oversight.

8.1 ROW Services Project Management

CLS will interface with DEA and the CITY to manage the scope of the real estate services necessary for this project, including coordination of valuation efforts. CLS will prepare and maintain a detailed project schedule and provide weekly progress reports to DEA and the CITY. Project management services include meetings, ROW project guidance, coordination efforts with the valuation team, file maintenance, status reports, file close out, and budget tracking/analysis.

8.2 ROW Funding Estimate

CLS will prepare a ROW Funding Estimate for the fee acquisitions and temporary construction easements necessary for the CITY to perform this project in accordance with the guidelines detailed in the WSDOT ROW Manual. It is assumed that four (4) acquisitions will be required and sixteen (16) TCEs will be required. The funding estimate for the parcels will include costs for waiver valuation, ROW acquisition, severance damages, escrow, demolition and clearance, legal costs, labor costs, and other support costs for this project's impacted parcels. Data will be provided justifying estimated costs. CLS will deliver the estimates to the CITY for review and approval. The CITY will forward the estimates to WSDOT's Local Agency Coordinator for comment and WSDOT approval. CLS will provide updates to the ROW Funding Estimate based on CITY and WSDOT review and commentary.

8.3 Waiver Valuations and/or Appraisal Reports

For the purposes of budgeting, CLS is assuming that the valuation on the impacted parcels will be done as Waiver Valuations unless it is later determined that an appraisal is necessary. In the event an appraisal is necessary, the appraisals and appraisal reviews will be contracted for by an appraiser on WSDOT's Approved Appraiser List and will create one (1) appraisal report and one (1) review report for each parcel impacted by this project. If the Administrative Offer Summaries process is utilized, they will be prepared by qualified staff and presented to the CITY for determination of Just Compensation to set initial offer amounts. As applicable, CLS will adhere to Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601 et seq., ("the Uniform Act"). CLS is uncertain if an appraisal will be needed, so we are providing a fee for appraisal if determined to be necessary. Fees will be charged for the type and number of valuations prepared.

CLS will use the guideline below to determine whether they should be appraisals or waiver valuations.

CLS will coordinate with the preparer of AOS's, otherwise known as Appraisal/Waiver Valuation, as provided under 49 CFR Part 24 Section 103 and 104. CLS consultants will be able to recommend Just Compensation to CITY for uncomplicated acquisitions with anticipated Just Compensation under \$35,000.

WSDOT's Waiver Valuation Policy is as follows:

- If the waiver valuation is \$15,000 or less, the offer must state that an administrative offer is being made and an appraisal has not been completed.
- If the waiver valuation is \$15,001 or greater, the offer must state that a waiver valuation is being made, that an appraisal has not been completed, and an appraisal will be prepared if requested by the property owner.

8.4 Property Rights Acquisition/Negotiations & Title Examination and Clearance & ROW Certification

All work for the Property Rights Acquisition/Negotiations task will not be started until authorized by the CITY and approved by WSDOT in accordance with the LAG Manual Chapter 25.

CLS will review supplied title reports for the affected parcels and provide Title Review Memos identifying all potential encumbrances to project team members. CLS will assist in clearing the necessary encumbrances prior to closing, if feasible. CLS will facilitate recording and payment if necessary.

CLS will provide real estate acquisition and negotiation services for the twenty parcels with nineteen unique owners impacted by this project.

CLS will prepare all ROW documents and offer letters in accordance with the CITY's ROW procedures manual for acquisition of impacted properties. CLS will draft the acquisition documents using CITY-approved forms, WSDOT approved forms, or quality control of any forms that are created directly by CITY staff. The CITY/CLS will forward prepared offer packages to WSDOT's Local Agency Coordinator for comment and WSDOT approval before any offers are made to property owners.

CLS agents will act in good faith always and will never coerce owners in an attempt to settle the parcel. All negotiations will start with an in-person presentation of all offers when feasible. We will identify property owner issues, concerns and differences early on and document that information

in the individual parcel negotiation diary. CLS will work with CITY staff throughout the negotiation process with the property owner until settlement is reached.

CLS will work closely with the CITY to certify the ROW Acquisition was completed according to all applicable federal and state rules and regulations.

TASK 9 ARBORIST REPORT

DEA will contract with Larry Mallot to evaluate the street trees within the corridor that are adjacent to the project improvements and provide an Arborist Report. The Arborist Report will evaluate trees that are designated to be preserved and protected to determine if improvements have the potential to adversely affect the health of the tree. DEA will coordinate the limits of the project, perform a QC review of the report before it is submitted to the CITY, and incorporate report information in the plans.

TASK 10 LANDSCAPE ARCHITECTURE

Tree trimming will be made a part of the construction contract, and will be included in the plans and special provisions. DEA will provide landscape architectural services limited to the preparation of planting details and special provisions.

TASK 11 DESIGN & PLAN PREPARATION (30%)

11.1 Design (30%)

11.1.1. Pathway, Driveway, and ADA Improvements (30%)

DEA will design the multiuse pathway improvements along the south side of W. Whitman Drive from Davis Avenue to Academy Way. This project will include construction of a 10-ft wide asphalt/concrete pathway section, with some spot replacements of curb and gutter. Drive approaches will be designed to maintain the pedestrian path of travel along the corridor. The pathway will be designed to be ADA compliant and have a maximum cross slope of 2%. Portions of the pathway alignment have existing concrete sidewalk that are generally in good condition. These sections will be evaluated to determine if they are ADA compliant and can be incorporated into the pathway. Due to the installation of the new pathway and widening of the existing sidewalk, the existing ADA ramps will need to be redesigned to fit the new configuration. Work along side streets will generally end at the Point Tangent (PT) of the curb return. A pathway section will be developed, and alignment plans and site preparation plans will be prepared.

Assumptions

1. DEA will evaluate placing conduit and junction boxes for illumination that will be spaced at the CITY Standard increments. An illumination analysis will not be required for this project.

11.1.2. Future Illumination, RRFB, and communications facilities (30%)

DEA will evaluate the project for the suitability of providing conduit, pull boxes, sleeves, and foundations required for future illumination and underground fiber optic communications along W. Whitman Drive from the east side of Davis Avenue to Academy Way. The CITY standard is to provide utilities within the public ROW or within a utility easement behind hard surfaces for ease of maintenance. DEA will provide the CITY with a recommendation on providing these future

utility facilities within the project. If utilities are recommended to be included with the design of the project, DEA will provide the CITY with the locations that will minimize impacts to the adjacent property owners.

A future project will install a rectangular rapid flashing beacon (RRFB) for pedestrian safety crossing W. Whitman Drive at the intersection of Davis Avenue. DEA will evaluate the intersection to determine the most suitable location for placing the crossing. If the recommended location for the RRFB is east of Davis Avenue, DEA will include the design of underground facilities to accommodate the future installation of the RRFB.

Assumptions

1. Future utilities along W. Whitman Drive will include fiber optic and illumination.
2. If the most suitable location for an RRFB crossing of W. Whitman Drive is determined to be west of Davis Avenue, the underground facilities will not be included as part of this project.

11.2 Plan Preparation (30%)

DEA will prepare plans with enough details to evaluate the existing sidewalks, drive approaches, and ADA ramps along the multiuse pathway corridor to be able to make a recommendation to the CITY regarding what existing improvements should be protected in place and incorporated into the corridor design. DEA will also layout possible locations for future underground utility improvements to provide the CITY with a recommendation for the most suitable layout for incorporation into the project plans.

11.3 30% OTS Design Review Meeting

The CITY and DEA will meet virtually for an Over The Shoulder (OTS) review meeting to evaluate the 30% Design. This OTS review will guide the project design for incorporation of future underground utilities, RRFB location, and existing improvements to be preserved and protected.

Assumptions

1. Three (3) DEA staff will participate in the design review meeting.
2. DEA will provide meeting notes to document design decisions that are discussed during the OTS review.
3. Plans will not go through a formal QC prior to the OTS Review Meeting.

TASK 12 DESIGN & PLAN PREPARATION (60%)

12.1 Design (60%)

12.1.1. Pathway, Driveway, and ADA Improvements (60%)

CITY review comments on the plans, profiles, and pathway sections from the 30% Design will be incorporated into the 60% design set. Alignment plans and site preparation plans will be prepared.

Pathway, driveway, and ADA improvements shown schematically on the 30% Design submittal, will be refined based on CITY comments. DEA will also begin evaluating grading requirements.

12.1.2. Water Distribution and Sanitary Sewer Design (60%)

DEA will work with the CITY to verify water service requirements. Design will include fitting and connection details.

Additional details for existing sanitary sewer service cleanouts that are to be relocated will be developed.

12.1.3. Draft Stormwater Memo

DEA will prepare a Stormwater Report in accordance with the CITY's Stormwater Design Standards Handbook (Handbook) and Ecology's Stormwater Management Manual for Eastern Washington (SWMMEW). If new improvements are required to accommodate the new impervious surface runoff, DEA will consider incorporating low-impact design improvements, such as roadside drainage swales, underground infiltration chambers, and drywells. The Draft Stormwater Report will be submitted for review with the 60% Design submittal.

12.1.4. Stormwater Design (60%)

DEA will coordinate with the CITY to verify if the existing stormwater improvements will be able to accommodate the runoff basin. If new improvements are required to collect and infiltrate the stormwater DEA will design stormwater improvements that comply with the CITY's Stormwater Design Standards Handbook and DOE Stormwater Management Manual for Eastern Washington requirements.

12.1.5. Future Illumination, RRFB, and communications facilities (60%)

DEA will proceed with the CITY's concurrence on future utilities. If utilities are determined to be incorporated into the design of the project, DEA will provide alignment and details.

12.2 Plan Preparation (60%)

DEA will prepare 60% Design plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at 60% Design.

60% Design Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Pathway Sections	1
Site Preparation Plans	1
Pathway Plan & Profiles	3
Pathway Details (to be included in 90% design package)	0
Drainage Details	1
Temporary Erosion and Sediment Control Plans (to be included in 90% design package)	0
Illumination and Utility Plans	1

60% Design Sheet Count	
Sheet Title	No. of Sheets
Traffic Control Plans	1
Total Anticipated Sheets	10

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.
4. CITY review time of 60% Design will be approximately three (3) weeks.

Deliverables

1. 60% Design plan set.

12.3 Cost Estimate (60%)

A project cost estimate will be prepared based on the proposed design at the 60% Design level. An appropriate contingency will be used to account for additional items that may be added as the project develops through final design.

Deliverables

1. 60% Design cost estimate.

12.4 QC Review of 60% Design Submittal

Prior to submittal, a detailed review of the 60% Design Review Package will be completed in accordance with the project Quality Control Plan. QC Review comments will be addressed prior to submittal to the CITY.

12.5 60% Design Review Meeting

The 60% Design plans and estimate will be submitted to the CITY for review. DEA will compile review comments within a Bluebeam Revu session prior to the review meeting, and will provide initial responses as well as questions to discuss during the meeting.

The 60% Design Review Meeting will be held at CITY offices.

Assumptions

4. Two (2) DEA staff will participate in the design review meeting.
5. The CITY will require three (3) weeks review time of the 60% Design plan set.

Deliverables

1. Comment response form.

12.6 Field Review of 60% Design

Following the 60% Design review meeting, DEA staff will complete a project walkthrough with the 60% Design plan set to verify field conditions. Discrepancies and items of special concern will be noted on a field review set for incorporation and consideration in subsequent design.

TASK 13 DESIGN & PLAN PREPARATION (90%)

13.1 Design (90%)

13.1.1. Pathway, Driveway, and ADA Improvements (60%)

Pathway, Driveway and ADA Improvements CITY review comments on the plans, profiles, and Pathway sections from the 60% Design will be incorporated into the 90% design set. The pathway section(s) will be finalized. DEA will finalize pathway, driveway, and ADA improvements. Final grading will occur for each locations where proposed infrastructure interfaces with existing. ADA compliance will be checked for facilities throughout the corridor.

13.1.2. Water Distribution and Sanitary Sewer Design (90%)

Water service relocation fitting and connection details will be finalized.

Sanitary sewer service relocation design details will be developed.

13.1.3. Final Stormwater Report

Based on CITY review comments and plan changes between 60% and 90% Design, DEA will finalize the Stormwater Report and submit for approval by the CITY.

13.1.4. Storm Drain Design (90%)

Final storm drain details will be developed.

13.1.5. Future Illumination, RRFB, and communications facilities (90%)

Final utility alignment and details will be developed.

13.2 Plan Preparation (90%)

DEA will prepare 90% Design plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at 90% Design.

90% Design Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Summary of Quantities	1
Pathway Sections	1
Site Preparation Plans	1
Pathway Plan & Profiles	3

90% Design Sheet Count	
Sheet Title	No. of Sheets
Pathway Details	1
Drainage Details	1
Temporary Erosion and Sediment Control Plans	1
Illumination and Utility Plans	1
Traffic Control Plans	1
Total Anticipated Sheets	13

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.
4. CITY review time of 90% Design will be approximately two (2) weeks.

Deliverables

1. 90% Design plan set.

13.3 Cost Estimate (90%)

A project cost estimate will be prepared based on the proposed design at the 90% Design level. An appropriate contingency will be used to account for additional items that may be added as the project develops through the final design.

13.4 Special Provisions (90%)

DEA will develop special provisions utilizing CITY standard special provisions, and the latest version of WSDOT and APWA special provisions.

13.5 Contract Time Determination (90%)

DEA will determine the contract construction time in accordance with CITY and WSDOT standards. A Microsoft Project construction schedule will be included in this task and be submitted with the 90% Design package.

13.6 QC Review of 90% Design Submittal

Prior to submittal, a detailed review of the 90% Design Review Package will be completed in accordance with the project Quality Control Plan. QC Review comments will be addressed prior to submittal to the CITY.

13.7 90% Design Review Meeting

The 90% Design plans, estimate, TESC Narrative, and Contract Time Determination will be submitted to the CITY for review. DEA will compile review comments within a Bluebeam Revu

session prior to the review meeting, and will provide initial responses as well as questions to discuss during the meeting.

The 90% Design Review Meeting will be held at CITY offices.

Assumptions

1. Two (2) DEA staff will participate in the design review meeting.
2. The CITY will require two weeks review time for the 90% Design.

Deliverables

1. Comment response form.

TASK 14 DESIGN APPROVAL

DEA will prepare the Design Approval Memorandum in accordance with Chapter 43 of the LAG Manual. The following items will be included in the Memorandum:

- Pathway Design Criteria
- NEPA
- ROW verification
- Cost Estimate

Assumptions

1. Design Approval will be approved by the CITY.

Deliverables

1. Final Project Development Approval Memorandum

TASK 15 DESIGN & PLAN PREPARATION (PS&E)

15.1 Design (PS&E)

15.1.1. Pathway, Driveway, and ADA Improvements (PS&E)

CITY review comments on the plans, profiles, and pathway sections from the 90% Design will be incorporated into the PS&E set.

15.1.2. Water Distribution and Sanitary Sewer Design (PS&E)

CITY review comments on the plans and details from the 90% Design will be incorporated into the PS&E set.

15.1.3. Storm Drain Design (PS&E)

CITY review comments on the plans and details from the 90% Design will be incorporated into the PS&E set.

15.1.4. Future Illumination, RRFB, and communications facilities (PS&E)

CITY review comments on the plans and details from the 90% Design will be incorporated into the PS&E set.

15.2 Plan Preparation (PS&E)

DEA will prepare PS&E plans. For the purposes of estimating manhours, the following sheets are anticipated. However, we understand that more or less sheets may be required to adequately convey design intent at PS&E.

PS&E Sheet Count	
Sheet Title	No. of Sheets
Cover Sheet	1
Legend, Abbreviations, and General Notes	1
Summary of Quantities	1
Pathway Sections	1
Site Preparation Plans	1
Pathway Plan & Profiles	3
Pathway Details	1
Drainage Details	1
Temporary Erosion and Sediment Control Plans	1
Illumination and Utility Plans	1
Traffic Control Plans	1
Total Anticipated Sheets	13

Assumptions

1. Plans will be prepared at 1"=20' scale for a 22" x 34" sheet and will be plotted to pdf at half size (11" x 17").
2. CITY standard plans will be referenced where possible.
3. Design will conform to CITY standards.

Deliverables

2. PS&E plan set.

15.3 Cost Estimate (PS&E)

A project cost estimate will be prepared based on the proposed design at the PS&E level.

15.4 Special Provisions (PS&E)

DEA will check for the latest version of WSDOT and APWA special provision and update the special provisions accordingly.

15.5 Contract Time Determination (PS&E)

DEA will update the Contract Time Determination based on revisions made to the PS&E package.

15.6 QC Review of PS&E Design Submittal

Prior to submittal, a detailed review of the PS&E Package will be completed in accordance with the project Quality Control Plan. QC Review comments will be addressed prior to submittal to the CITY.

15.7 PS&E Design Submittal

The PS&E plans, estimate, special provisions, and Contract Time Determination will be submitted to the CITY and WSDOT for concurrent review and approval. DEA will compile review comments from the 90% Design submittal to allow the CITY to quickly review changes made between 90% and PS&E.

Assumptions

1. Required revisions, received by e-mail or phone, from the CITY and WSDOT prior to the PS&E Submittal will be incorporated.
2. The CITY will require one (1) week review time for the PS&E Design Submittal.

Deliverables

1. Cost Estimate (signed/stamped) - PDF
2. CPM Schedule for Construction Duration – PDF
3. Special Provisions - MS Word
4. Signed and sealed project plans for the CITY – PDF, 11x17

TASK 16 BID ASSISTANCE

DEA will be available to answer questions and to assist the CITY during the advertising and bidding process. This task assumes that up to 10 hours will be required for bidding assistance.

End of Scope of Services

Exhibit B
DBE Participation

N/A

Agreement Number:

Exhibit C ***Preparation and Delivery of Electronic Engineering and Other Data***

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Survey Base maps and right-of-way plans will be prepared in AutoCAD C3D

B. Roadway Design Files

AutoCAD C3d will be utilized as the project's design platform

C. Computer Aided Drafting Files

AutoCAD C3D

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

Agency will be provided review sets of documents at all major deliverables (see Section E below)

E. Specify the Electronic Deliverables to Be Provided to the Agency

Preliminary and Final stormwater infiltration memo

Preliminary and Final right-of-way plans

Design plans and cost estimate (30% and 60%)

Draft and final stormwater memo

Design plans, cost estimate, special provisions, and contract time determination (90% and PS&E)

Design approval

F. Specify What Agency Furnished Services and Information Is to Be Provided

City preferred design standards.

GIS utility information and maps

Agreement Number:

II. Any Other Electronic Files to Be Provided

N/A

III. Methods to Electronically Exchange Data

Email or through DEA's internal fileshare server

A. Agency Software Suite

AutoCAD C3D

B. Electronic Messaging System

N/A

C. File Transfers Format

pdf

doc

xls

dwg

Exhibit D
Prime Consultant Cost Computations

See Attached Estimate

Agreement Number:

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

See attached Estimate included in Exhibit D

Agreement Number:

City of College Place
W Whitman Drive
Multituse Pathway

A. Summary of Estimated Man Hours

Role	Name	Hrs.	x	Direct Rate	=	Cost
1 Project Manager	Johnny LeMaster	194		\$ 94.00		\$12,416
2 Quality Manager	David Wittmoss	60		\$ 105.00		\$6,300
3 Roadway Lead	Michelle Paulson	358		\$ 58.20		\$20,836
4 Stummer Lead	Heather Cahins	151		\$ 68.00		\$10,268
5 Survey Lead	Gilbert Bailey	14		\$ 72.46		\$1,014
6 Project Surveyor	Dan Proszek	57		\$ 66.72		\$3,233
7 Party Chief	Bill Summers	50		\$ 40.16		\$2,458
8 Field Survey Technician	Blake Smith	50		\$ 30.56		\$1,528
9 Office Survey Technician	Dana Maier	142		\$ 34.96		\$4,964
10 Project Coordinator	Kristin Reddy	10		\$ 36.28		\$363
11 Environmental Lead	Gray Rand	73		\$ 73.00		\$5,329
12 Section 106 Architectural Historian	Zoe Scuderi	78		\$ 47.40		\$3,692
13 Section 106 Archaeologist	Jeanne Wright	50		\$ 51.00		\$2,550
14 Project Coordinator	Kim Johnson	14		\$ 33.40		\$468
15 Finance	Wendy Gomez	6		\$ 39.36		\$236
16 Environmental Planner	Susan McCaffrey	120		\$ 52.00		\$6,240
17 Technical Editor	Cone Peters	10		\$ 40.00		\$400
18 GIS Analyst	Sara Gilbert	25		\$ 68.00		\$1,700
Total Hrs.		1461				
Total Raw Labor Cost						\$ 83,974

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost	x	Overhead Mult.	=	\$	148,097
	\$83,974.36		176.36%			
FCCM	Total Raw Labor Cost	x	FCCM Mult.	=	\$	756
	\$83,974.36		0.93%			

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost	x	Fixed Fee Mult.	=	\$	23,513
	\$83,974.36		28.00%			
Subtotal Labor Costs						\$ 256,340

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
1 Round Trip Mileage Cost (Spokane office to Project)	0	@ \$ 0.70 Trip	\$	-
2 Mileage (Miscellaneous)	1020	@ \$ 0.70 Mile	\$	714.00
3 Airfare (PUW to BOI)	0	@ \$ - Trip	\$	-
4 Airfare (DEN to BOI)	0	@ \$ - Trip	\$	-
5 Parking	0	@ \$ - Day	\$	-
6 Rental Car	0	@ \$ 150.00 Day	\$	-
7 Lodging (rate + 12% tax)	12	@ \$ 123.20 Day	\$	1,478.40
8 Meals (and Incidentals) - Full Day	10	@ \$ 68.00 Day	\$	680.00
9 Meals (and Incidentals) - Travel Day	6	@ \$ 51.00 Day	\$	306.00
10 Traffic Counts	0	@ \$ - LS	\$	-
11 Street Light Data	0	@ \$ - LS	\$	-
12 FEMA Data Request	0	@ \$ 300.00 EA	\$	-
13 Woodsaver Milling	1	@ \$ 2,000.00 EA	\$	2,000.00
14 Survey Miles	380	@ \$ 0.70 Mile	\$	266.00
15 Basic Mail Service	0	@ \$ - EA	\$	-
16 Print/Copy by Vendor (B&W)	0	@ \$ - EA	\$	-
17 Print/Copy by Vendor (Color)	0	@ \$ - EA	\$	-
18 Print/Mount/Annotate by Vendor	0	@ \$ - EA	\$	-
19 Control Rebar Supplies	0	@ \$ 5.00 EA	\$	-
20 Misc. Survey Supplies (Flagging, Lathe, etc.)	0	@ \$ 100.00 LS	\$	-
21 ROW Monuments	0	@ \$ 5.00 EA	\$	-
22 Existing Monument Carstone Posts/Stickers	0	@ \$ 5.00 LS	\$	-
23 Control Markers	0	@ \$ - EA	\$	-
24 Private Utility Locates	1	@ \$ 1,000.00 EA	\$	1,000.00
25 Title Reports	20	@ \$ 500.00 EA	\$	10,000.00
26 Expense Mailings	0	@ \$ - EA	\$	-
27 Title Company Research	15	@ \$ 100.00 HR	\$	1,500.00
28 Static Laser Scanner Equipment	2	@ \$ 500.00 EA	\$	1,000.00
29 Traffic Control	0	@ \$ - LS	\$	-
30 Bathymetric Boat	0	@ \$ 500.00 LS	\$	-
31 uAS Mapping Drone LiDAR	0	@ \$ - LS	\$	-
32 uAS Mapping Drone Tier 3 RTK	0	@ \$ - Day	\$	-
33 Static 3D Laser Scanner	0	@ \$ - Day	\$	-
Subtotal Reimbursable Expenses				\$ 18,944

David Evans and Associates Subtotal	\$ 275,284
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D. Salary Adjustment

Total Raw Labor Cost + Overhead	x	per year	% of Contract with Adjustment	\$0.00
\$83,974.36				

E. DEA Total	\$ 275,284.13
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F. Subconsultants & Additional Services Total

1 Contract Land Staff	37.20%	WDBE	MDBE	\$ 168,373.19
2 GeoProfessional Innovations	1.98%	-	-	\$ 8,950.00
Total 39.18% 0.00% 0.00%				
Subconsultants Subtotal				\$ 177,323.19

PROJECT TOTAL (E + F)	=	\$	452,607
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City of College Place
W Whitman Drive
Multiuse Pathway

Contract Land Staff

A. Summary of Estimated Man Hours

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Sr. Project Manager		140		\$62.50		\$8,750
2	Project Manager		200		\$57.69		\$11,538
3	Sr. Right of Way Agent		240		\$48.08		\$11,539
4	Right of Way Agent		260		\$36.06		\$9,376
5	Right of Way Tech		140		\$36.06		\$5,048
6			0		\$0.00		\$0
7			0		\$0.00		\$0
8			0		\$0.00		\$0
9			0		\$0.00		\$0
10			0		\$0.00		\$0
11			0		\$0.00		\$0
12			0		\$0.00		\$0
13			0		\$0.00		\$0
14			0		\$0.00		\$0
15			0		\$0.00		\$0
16			0		\$0.00		\$0
17			0		\$0.00		\$0
Total Hrs.			980				

Total Raw Labor Cost \$ 46,251

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost \$46,251.20	x	Overhead Mult. 147.95%	=	\$ 68,429
FCCM	Total Raw Labor Cost \$46,251.20	x	FCCM Mult. 0.00%	=	\$ -

C. Fixed Fee

Fixed Fee	Total Raw Labor Cost \$46,251.20	x	Fixed Fee Mult. 28.00%	=	\$ 12,950
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Subtotal Labor Costs \$ 127,630

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
Travel				
1 Mileage	1062	trips @ \$ 0.70 /gallon	\$	743.40
2 Waiver Valuation	20	days @ \$ 2,000.00 /day	\$	40,000.00
3 Meals (and incidentals) - Travel Day	0	days @ \$ 51.00 /day	\$	-
4 Meals (and Incidentals) - Full Day	0	days @ \$ 68.00 /day	\$	-
5 Print/Copy by Vendor (B&W)	0	@ \$ - /EA	\$	-
6 Print/Copy by Vendor (Color)	0	@ \$ - /EA	\$	-
7 Copies	0	pages @ \$ - /page	\$	-
Subtotal Reimbursable Expenses				\$ 40,743

E. Salary Adjustment

Total Raw Labor Cost + Overhead \$46,251.20	x	per year 4%	x	% of Contract with Adjustment	\$0
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CONTRACT LAND STAFF, INC TOTAL (A through D)	=	\$168,373
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City of College Place
W Whitman Drive
Multiuse Pathway

GeoProfessional Innovations, Inc.

A. Summary of Estimated Man Hours

	Role	Name	Hrs.	x	Direct Rate	=	Cost
1	Principal	Travis Wambeke, PE	2		\$82.00		
2	Sr. Design Engineer	Andy Abrams, PE	2		\$59.00		
3	Project Engineer	Sierra Larson, EIT	4		\$41.00		
4	Staff Engineer	Karis Scharold, EIT	4		\$29.00		
5	Staff Engineer	Noah Hatstrup	12		\$26.00		
6	Project Administrator	Mary Gregory	4		\$40.00		
7			0		\$0.00		
8			0		\$0.00		
9			0		\$0.00		
10			0		\$0.00		
11			0		\$0.00		
12			0		\$0.00		
		Total Hrs.	28				
Total Raw Labor Cost							\$ 1,034.00

B. Payroll Taxes, Fringe Benefit Costs, and G&A Overhead

Overhead	Total Raw Labor Cost		x	Overhead Mult.	=	\$	1,965
	\$1,034.00			190.01%			
FCCM	Total Raw Labor Cost		x	FCCM Mult.	=	\$	-
	\$1,034.00			0.00%			

C. Fixed Fee

Fixed Fee	Total Labor Cost		x	Fixed Fee Mult.	=	\$	310
	\$1,034.00			30.00%			
Subtotal Labor Costs							\$ 3,309

D. Reimbursable Expenses

Direct Expenses	Est. Quantity	Unit	Unit Cost	Total
Travel				
1 Exploration Subcontractor	1	each @	\$ 4,878.00 /each	\$ 4,878.00
2 Laboratory: Moisture Content	3	each @	\$ 35.00 /each	\$ 105.00
3 Laboratory: Grain Size Distribution	2	each @	\$ 165.00 /each	\$ 330.00
4 Laboratory: Chem Suites	2	each @	\$ 85.00 /each	\$ 170.00
5 Laboratory:	0	each @	\$ - /each	\$ -
6 Laboratory:	0	each @	\$ - /each	\$ -
7 Mileage	225	miles @	\$ 0.70 /mile	\$ 157.50
8	0			\$ -
9	0			\$ -
Subtotal Reimbursable Expenses				\$ 5,641

D. Salary Adjustment

Total Raw Labor Cost + Overhead		per year	% of Contract with Adjustment	
\$1,034.00	x	4%	x	\$0.00

GEOPROFESSIONAL INNOVATIONS TOTAL (A through D)	=	\$8,950
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Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G ***Certification Documents***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of College Place
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
David Evans and Associates, Inc.
whose address is
908 N. Howard Street, Suite 300, Spokane, WA 99201
and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

David Evans and Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-1(b) Certification of City of College Place

I hereby certify that I am the:

☒ Project Manager

☐ Other

of the City of College Place, and David Evans and Associates, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Agreement Number:

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

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

David Evans and Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number:

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

David Evans and Associates, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Agreement Number: _____

Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of W Whitman Dr Multiuse Pathway * are accurate, complete, and current as of August 15, 2025 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: David Evans and Associates

Signature

Project Manager

Title

Date of Execution***:

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$.

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:



107 South Third Avenue | Walla Walla, WA 99362
ph (509) 876-8001 | fax (509) 876-8003

Walla Walla Valley Metropolitan Planning Organization/ Sub-Regional Transportation Planning Organization

May 5th, 2023

City of College Place
ATTN: Mike Rizzitiello
625 S. College Ave.
College Place, WA. 99324

RE: 2023 Call for Projects - Award for Surface Transportation Block Grant, Transportation Alternatives, and Carbon Reduction Program Funding

Dear Mr. Rizzitiello,

On May 3rd, the Policy Board of the Walla Walla Valley Metropolitan Planning Organization and Sub-Regional Transportation Planning Organization (WWVMPO/SRTPO) approved a list of prioritized projects, which were selected for funding through the Surface Transportation Block Grant (STBG), Transportation Alternatives (TA) and Carbon Reduction (CRP) programs.

I am pleased to advise you that the following projects within your jurisdiction was selected to receive federal funding:

Funding Source	Project Name	Program Year	2023-2026 Award
STBG	Mojonnier Road Reconstruction	2026	\$750,000
STBG - TA	SE 8th Street Sidewalk (College to Birch)	2025	\$224,224
CRP	Whitman Drive Multiuse Path Gap	2025	\$230,877

In order to comply with the federal requirement to remain fiscally constrained by year, the project will be programmed in the year indicated in the table above of the 2023-2028 Metropolitan and Regional Transportation Improvement Program (M/RTIP) and the 2023-2028 Statewide Transportation Improvement Program (STIP).

The funds must be matched with local funding and are limited to the amount shown above. If you have not already done so, please also amend your 6-year Comprehensive Transportation Plan to reflect the funds as secured.

After the new M/RTIP and STIP have been approved, your entity will be responsible for the obligation and close-out of the funds for this project; contact the WSDOT South Central Region Office - Local Programs staff, who will work closely with you to make sure that the project funds are spent as intended.

Please note that after project close-out, any remaining funds cannot be transferred to another project in your jurisdiction and will be returned to the WWVMPO/SRTPO appropriate funding pool to be distributed through the next call for projects.

If you have any questions regarding the obligation and expenditure of the funds, please contact me at (509) 876-8002 or andy@wwvmppo.org. I look forward to working with you as this project is implemented.

Sincerely,

A handwritten signature in black ink that reads "Andres Gomez". The script is fluid and cursive, with the first letters of each word being capitalized and prominent.

Andres Gomez
Executive Director

CC: Randy Giles, WSDOT Local Programs



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-670714-45881JB

Issued: 08/12/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 12/01/2025

Account Number: 129050

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
College Place Police Dept. - WA 619 S College Ave College Place, WA 99324-1516 USA	College Place Police Dept. - WA 619 S College Ave College Place WA 99324-1516 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chandler Smith Phone: 480 - 716 - 7245 Email: chasmith@axon.com Fax:	Troy Tomaras Phone: (509) 394-8551 Email: ttomaras@cpwa.us Fax: 509-529-7926

Quote Summary

Program Length	60 Months
TOTAL COST	\$316,768.90
ESTIMATED TOTAL W/ TAX	\$341,804.84

Discount Summary

Average Savings Per Year	\$17,977.02
TOTAL SAVINGS	\$89,885.12

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	\$3,211.30	\$215.62	\$3,426.92
Jan 2026	\$62,711.52	\$4,964.06	\$67,675.58
Jan 2027	\$62,711.52	\$4,964.06	\$67,675.58
Jan 2028	\$62,711.52	\$4,964.06	\$67,675.58
Jan 2029	\$62,711.52	\$4,964.06	\$67,675.58
Jan 2030	\$62,711.52	\$4,964.08	\$67,675.60
Total	\$316,768.90	\$25,035.94	\$341,804.84

Quote Unbundled Price:	\$406,667.10
Quote List Price:	\$342,234.30
Quote Subtotal:	\$316,768.90

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$4,361.50)	(\$4,361.50)	(\$383.81)	(\$4,745.31)
M00031	BUNDLE - OFFICER SAFETY PLAN 10	19	60	\$284.01	\$227.49	\$227.49	\$259,338.60	\$19,982.11	\$279,320.71
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	3			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	1			\$899.00	\$899.00	\$899.00	\$79.10	\$978.10
H00001	AB4 Camera Bundle	18			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	19	60		\$10.85	\$10.85	\$12,369.00	\$1,088.46	\$13,457.46
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	19	60		\$10.85	\$10.85	\$12,369.00	\$1,088.46	\$13,457.46
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	19	60		\$22.57	\$22.57	\$25,729.80	\$2,264.23	\$27,994.03
ProLicense	Pro License Bundle	1	60		\$48.82	\$48.75	\$2,925.00	\$257.39	\$3,182.39
A la Carte Services									
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$7,500.00	\$7,500.00	\$7,500.00	\$660.00	\$8,160.00
Total							\$316,768.90	\$25,035.94	\$341,804.84

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	11/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	18	1	11/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	20	1	11/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	11/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	2	1	11/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	20	1	11/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	2	1	11/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	20	1	11/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	11/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	11/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100126	AXON VR - TACTICAL BAG	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	19	2	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	19	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	11/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	290	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	140	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100591	AXON TASER - CLEANING KIT	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	19	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	19	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100748	AXON VR - CONTROLLER - TASER 10	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	19	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	38	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	100	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	19	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	100	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	19	1	11/01/2030
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	1	11/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	19	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	101703	AXON VR - USER ACCESS - TASER SKILLS	19	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	19	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73447	AXON FUSUS - LICENSE - PLUS USER	19	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	19	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	19	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	190	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	19	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	19	12/01/2025	11/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	12/01/2025	11/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	12/01/2025	11/30/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	19	12/01/2025	11/30/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	19	12/01/2025	11/30/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	19	12/01/2025	11/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	19
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100197	AXON VR - EXT WARRANTY - HEADSET	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	19	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	19	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	19	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	11/01/2026	11/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	619 S College Ave	College Place	WA	99324-1516	USA
2	619 S College Ave	College Place	WA	99324-1516	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 A	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$176.86	\$15.56	\$192.42
Year 1 A	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	19	\$291.68	\$25.67	\$317.35
Year 1 A	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	19	\$291.68	\$25.67	\$317.35
Year 1 A	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	19	\$606.75	\$53.39	\$660.14
Year 1 A	H00001	AB4 Camera Bundle	1	\$21.20	\$1.87	\$23.07
Year 1 A	H00001	AB4 Camera Bundle	18	\$0.00	\$0.00	\$0.00
Year 1 A	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 1 A	M00031	BUNDLE - OFFICER SAFETY PLAN 10	19	\$6,115.65	\$471.20	\$6,586.85
Year 1 A	ProLicense	Pro License Bundle	1	\$68.98	\$6.07	\$75.05
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$4,361.50)	(\$383.81)	(\$4,745.31)
Total				\$3,211.30	\$215.62	\$3,426.92

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00031	BUNDLE - OFFICER SAFETY PLAN 10	19	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 B	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,464.63	\$128.89	\$1,593.52
Year 1 B	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	19	\$2,415.46	\$212.56	\$2,628.02
Year 1 B	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	19	\$2,415.46	\$212.56	\$2,628.02
Year 1 B	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	19	\$5,024.61	\$442.17	\$5,466.78
Year 1 B	H00001	AB4 Camera Bundle	18	\$0.00	\$0.00	\$0.00
Year 1 B	H00001	AB4 Camera Bundle	1	\$175.56	\$15.45	\$191.01
Year 1 B	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 1 B	M00031	BUNDLE - OFFICER SAFETY PLAN 10	19	\$50,644.60	\$3,902.17	\$54,546.77
Year 1 B	ProLicense	Pro License Bundle	1	\$571.20	\$50.26	\$621.46
Total				\$62,711.52	\$4,964.06	\$67,675.58

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,464.63	\$128.89	\$1,593.52
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	19	\$2,415.46	\$212.56	\$2,628.02
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	19	\$2,415.46	\$212.56	\$2,628.02
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	19	\$5,024.61	\$442.17	\$5,466.78

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	H00001	AB4 Camera Bundle	1	\$175.56	\$15.45	\$191.01
Year 2	H00001	AB4 Camera Bundle	18	\$0.00	\$0.00	\$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 2	M00031	BUNDLE - OFFICER SAFETY PLAN 10	19	\$50,644.60	\$3,902.17	\$54,546.77
Year 2	ProLicense	Pro License Bundle	1	\$571.20	\$50.26	\$621.46
Total				\$62,711.52	\$4,964.06	\$67,675.58

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,464.63	\$128.89	\$1,593.52
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	19	\$2,415.46	\$212.56	\$2,628.02
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	19	\$2,415.46	\$212.56	\$2,628.02
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	19	\$5,024.61	\$442.17	\$5,466.78
Year 3	H00001	AB4 Camera Bundle	18	\$0.00	\$0.00	\$0.00
Year 3	H00001	AB4 Camera Bundle	1	\$175.56	\$15.45	\$191.01
Year 3	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 3	M00031	BUNDLE - OFFICER SAFETY PLAN 10	19	\$50,644.60	\$3,902.17	\$54,546.77
Year 3	ProLicense	Pro License Bundle	1	\$571.20	\$50.26	\$621.46
Total				\$62,711.52	\$4,964.06	\$67,675.58

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,464.63	\$128.89	\$1,593.52
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	19	\$2,415.46	\$212.56	\$2,628.02
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	19	\$2,415.46	\$212.56	\$2,628.02
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	19	\$5,024.61	\$442.17	\$5,466.78
Year 4	H00001	AB4 Camera Bundle	1	\$175.56	\$15.45	\$191.01
Year 4	H00001	AB4 Camera Bundle	18	\$0.00	\$0.00	\$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 4	M00031	BUNDLE - OFFICER SAFETY PLAN 10	19	\$50,644.60	\$3,902.17	\$54,546.77
Year 4	ProLicense	Pro License Bundle	1	\$571.20	\$50.26	\$621.46
Total				\$62,711.52	\$4,964.06	\$67,675.58

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$1,464.63	\$128.88	\$1,593.51
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	19	\$2,415.46	\$212.55	\$2,628.01
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	19	\$2,415.46	\$212.55	\$2,628.01
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	19	\$5,024.61	\$442.16	\$5,466.77
Year 5	H00001	AB4 Camera Bundle	18	\$0.00	\$0.00	\$0.00
Year 5	H00001	AB4 Camera Bundle	1	\$175.56	\$15.43	\$190.99
Year 5	H00002	AB4 Multi Bay Dock Bundle	3	\$0.00	\$0.00	\$0.00
Year 5	M00031	BUNDLE - OFFICER SAFETY PLAN 10	19	\$50,644.60	\$3,902.23	\$54,546.83
Year 5	ProLicense	Pro License Bundle	1	\$571.20	\$50.28	\$621.48
Total				\$62,711.52	\$4,964.08	\$67,675.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s): Q-269363, Q-290092, Q-499786, Q-527695, Q-549839, Q-649610

Agency is terminating those contracts effective 12/01/2025. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$4,361.50 to the quote for paid but undelivered items.

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

8/12/2025

Date Signed

