

# GRANT COUNTY PUBLIC WORKS DEPARTMENT

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## CONTRACT PROVISIONS and PLANS

**For Construction of:  
A.5-SW ROAD RECONSTRUCTION PROJECT  
CRP 15-05**

Sealed Bids will be Opened on  
**July 26, 2016**  
at  
**1:30 P.M.**  
at the Office of the  
Board of County Commissioners  
Commissioners Hearing Room  
P.O. Box 37  
35 C Street NW  
Ephrata, Washington 98823

## NOTICE TO CONTRACTORS

Sealed bids, plainly marked "**BID FOR A.5-SW ROAD RECONSTRUCTION PROJECT, CRP 15-05**", will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, P.O. Box 37, 35 C Street NW – Room 206, Ephrata, WA, 98823, until **1:30 P.M., Tuesday, July 26, 2016** and will then and there be opened and publicly read for the construction of the improvements.

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

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

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

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

The improvement for which bids will be received follows:

### **A.5-SW ROAD RECONSTRUCTION PROJECT – CRP 15-05**

This contract provides for the reconstruction of 1.07 miles of two lane county road in Grant County, WA, and includes roadway excavation, embankment compaction, drainage items, crushed surfacing base course, maintenance rock, and other work in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications.

# GRANT COUNTY PUBLIC WORKS

## CRP 15-05

### A.5-SW ROAD RECONSTRUCTION PROJECT

#### NOTICE TO ALL PLANHOLDERS

Grant County Department of Public Works may be contacted to answer questions regarding these bid documents and to show this project to prospective bidders is:  
Grant County Department of Public Works

124 Enterprise St. S.E.  
Ephrata, WA. 98823  
Phone: (509)754-6082 Fax (509)754-6082

As the Engineer in direct responsible charge of developing these contract provisions, I certify these provisions have been developed or incorporated into this project under my direct supervision, or as a result of certified recommendations provided by other licensed professionals.



Jeffrey C. Tincher P.E.  
County Road Engineer

7/6/2016  
Date

## BIDDER'S CHECK LIST

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

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

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

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

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1 **INTRODUCTION**

2 The following Amendments and Special Provisions shall be used in conjunction with the 2016  
3 Standard Specifications for Road, Bridge, and Municipal Construction.

4

5

6

**AMENDMENTS TO THE STANDARD SPECIFICATIONS**

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

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

15 **Section 1-02, Bid Procedures and Conditions**

16 **April 4, 2016**

17 **1-02.4(1) General**

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

19

20

21

22

23

24

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

25 **1-02.9 Delivery of Proposal**

26 The last sentence of the third paragraph is revised to read:

27

28

29

30

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33

The Contracting Agency will not open or consider any Proposal when the Proposal or Bid deposit is received after the time specified for receipt of Proposals or received in a location other than that specified for receipt of Proposals unless an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received.

34 The following new paragraph is inserted before the last paragraph:

35

36

37

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41

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

42 **1-02.12 Public Opening of Proposals**

43 This section is supplemented with the following new paragraph:

44

45

46

47

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50

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be opened at the time indicated in the call for Bids the time specified for opening of Proposals will be deemed to be extended to the same time of day on the first work day on which the normal work processes of the Contracting Agency resume.

1 **Section 1-06, Control of Material**  
2 **January 4, 2016**

3 This section is supplemented with the following new section and subsections:  
4

5 **1-06.6 Recycled Materials**

6 The Contractor shall make their best effort to utilize recycled materials in the construction of  
7 the project; the use of recycled concrete aggregate as specified in Section 1-06.6(1)A is a  
8 requirement of the Contract.  
9

10 The Contractor shall submit a Recycled Material Utilization Plan as a Type 1 Working  
11 Drawing within 30 calendar days after the Contract is executed. The plan shall provide the  
12 Contractor's anticipated usage of recycled materials for meeting the requirements of these  
13 Specifications. The quantity of recycled materials will be provided in tons and as a  
14 percentage of the Plan quantity for each material listed in Section 9-03.21(1)E Table on  
15 Maximum Allowable Percent (By Weight) of Recycled Material. When a Contract does not  
16 include Work that requires the use of a material that is included in the requirements for  
17 using materials the Contractor may state in their plan that no recycled materials are  
18 proposed for use.  
19

20 Prior to Physical Completion the Contractor shall report the quantity of recycled materials  
21 that were utilized in the construction of the project for each of the items listed in Section 9-  
22 03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled  
23 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and  
24 aggregates from concrete returned to the supplier). The Contractor's report shall be  
25 provided on DOT Form 350-075 Recycled Materials Reporting.  
26

27 **1-06.6(1) Recycling of Aggregate and Concrete Materials**  
28

29 **1-06.6(1)A General**

30 The minimum quantity of recycled concrete aggregate shall be 25 percent of the total  
31 quantity of aggregate that is incorporated into the Contract for those items listed in Section  
32 9-03.21(1)E Table on Maximum Allowable Percent (By Weight) of Recycled Material that  
33 allow the use of recycled concrete aggregate. The percentage of recycled material  
34 incorporated into the project for meeting the required percentage will be calculated in tons  
35 based on the quantity of recycled concrete used on the entire Contract and not as  
36 individual items.  
37

38 If the Contractor's total cost for Work with recycled concrete aggregate is greater than  
39 without the Contractor may choose to not use recycled concrete aggregate. When the  
40 Contractor does not meet the minimum requirement of 25 percent recycled concrete  
41 aggregate for the Contract due to costs or any other reason the following shall be  
42 submitted:  
43

- 44 1. A cost estimate for each material listed in Section 9-03.21(1)E that is utilized on  
45 the Contract. The cost estimate shall include the following:
    - 46 a. The estimated costs for the Work for each material with 25 percent recycled  
47 concrete aggregate. The cost estimate shall include for each material a copy  
48 of the price quote from the supplier with the lowest total cost for the Work.
    - 49 b. The estimated costs for the Work for each material without recycled concrete  
50 aggregate.
- 51  
52  
53

1 The Contractor's cost estimates shall be submitted as an attachment to the Recycled  
2 Materials Reporting form.  
3

4 **Section 1-07, Legal Relations and Responsibilities to the Public**  
5 **April 4, 2016**

6 **1-07.1 Laws to be Observed**

7 In the second to last sentence of the third paragraph, "WSDOT" is revised to read "Contracting  
8 Agency".  
9

10 **1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax**

11 The last three sentences of the first paragraph are deleted and replaced with the following new  
12 sentence:  
13

14 The Contractor (Prime or Subcontractor) shall include sales or use tax on the purchase or  
15 rental of tools, machinery, equipment, or consumable supplies not integrated into the  
16 project, in the unit bid prices.  
17

18 **1-07.9(2) Posting Notices**

19 Items 1 and 2 are revised to read:  
20

- 21 1. EEOC - P/E-1 (revised 11/09, supplemented 09/15) – **Equal Employment**  
22 **Opportunity IS THE LAW** published by US Department of Labor. Post for projects  
23 with federal-aid funding.  
24
- 25 2. FHWA 1022 (revised 05/15) – **NOTICE Federal-Aid Project** published by Federal  
26 Highway Administration (FHWA). Post for projects with federal-aid funding.  
27

28 Items 5, 6 and 7 are revised to read:  
29

- 30 5. WHD 1420 (revised 02/13) – **Employee Rights and Responsibilities Under The**  
31 **Family And Medical Leave Act** published by US Department of Labor. Post on all  
32 projects.  
33
- 34 6. WHD 1462 (revised 01/16) – **Employee Polygraph Protection Act** published by US  
35 Department of Labor. Post on all projects.  
36
- 37 7. F416-081-909 (revised 09/15) – **Job Safety and Health Law** published by Washington  
38 State Department of Labor and Industries. Post on all projects.  
39

40 Items 9 and 10 are revised to read:  
41

- 42 9. F700-074-909 (revised 06/13) – **Your Rights as a Worker in Washington State** by  
43 Washington State Department of Labor and Industries (L&I). Post on all projects.  
44
- 45 10. EMS 9874 (revised 10/15) – **Unemployment Benefits** published by Washington State  
46 Employment Security Department. Post on all projects.  
47

1 **Section 1-08, Prosecution and Progress**  
2 **January 4, 2016**

3 **1-08.1(1) Prompt Payment, Subcontract Completion and Return of Retainage**  
4 **Withheld**

5 In item number 5 of the first paragraph, "WSDOT" is revised to read "Contracting Agency".  
6

7 **Section 1-09, Measurement and Payment**  
8 **April 4, 2016**

9 **1-09.6 Force Account**

10 The second sentence of item number 4 is revised to read:  
11

12  
13  
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16

A "specialized service" is a work operation that is not typically done by worker classifications as defined by the Washington State Department of Labor and Industries and by the Davis Bacon Act, and therefore bills by invoice for work in road, bridge and municipal construction.

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1 **SPECIAL PROVISIONS**

2  
3 The following Special Provisions are made a part of this contract and supersede any  
4 conflicting provisions of the 2014 Standard Specifications for Road, Bridge, and Municipal  
5 Construction, and the foregoing Amendments to the Standard Specifications.

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

9		
10	(date)	General Special Provision
11	(*****)	Notes a revision to a General Special Provision
12		and also notes a Project Specific Special
13		Provision.
14	(Regions <sup>1</sup> date)	Region Special Provision
15	(BSP date)	Bridges and Structures Special Provision
16		

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

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

24		
25	<u>Regions<sup>1</sup></u>	
26	ER	Eastern Region
27	NCR	North Central Region
28	NWR	Northwest Region
29	OR	Olympic Region
30	SCR	South Central Region
31	SWR	Southwest Region
32		
33	WSF	Washington State Ferries Division
34		

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

39  
40 **Project Specific Special Provisions** normally appear only in the contract for which  
41 they were developed.

42  
43  
44 **DIVISION 1 GENERAL REQUIREMENTS**

45  
46 **DESCRIPTION OF WORK**

47  
48 (\*\*\*\*\*)  
49 This contract provides for the reconstruction of 1.07 miles of two lane county road in  
50 Grant County, WA, and includes roadway excavation, embankment compaction,  
51 drainage items, crushed surfacing base course, maintenance rock, and other work in  
52 accordance with the attached Contract Plans, these Contract Provisions and the  
53 Standard Specifications.

1 **DEFINITIONS AND TERMS**

2 **1-01.3 Definitions**  
3 *(January 4, 2016 APWA GSP)*  
4

5 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them  
6 with the following:  
7

8 **Dates**

9 ***Bid Opening Date***

10 The date on which the Contracting Agency publicly opens and reads the Bids.

11 ***Award Date***

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

14 ***Contract Execution Date***

15 The date the Contracting Agency officially binds the Agency to the Contract.

16 ***Notice to Proceed Date***

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

18 ***Substantial Completion Date***

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

24 ***Physical Completion Date***

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

28 ***Completion Date***

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

33 ***Final Acceptance Date***

34 The date on which the Contracting Agency accepts the Work as complete.  
35

36 Supplement this Section with the following:

37  
38 All references in the Standard Specifications, Amendments, or WSDOT General Special  
39 Provisions, to the terms "Department of Transportation", "Washington State Transportation  
40 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and  
41 "State Treasurer" shall be revised to read "Contracting Agency".  
42

43 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"  
44 unless the reference is to an administrative agency of the State of Washington, a State  
45 statute or regulation, or the context reasonably indicates otherwise.  
46

47 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency  
48 designated location".  
49

1 All references to "final contract voucher certification" shall be interpreted to mean the  
2 Contracting Agency form(s) by which final payment is authorized, and final completion and  
3 acceptance granted.  
4

5 **Additive**

6 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,  
7 which may, at the discretion of the Contracting Agency, be awarded in addition to the base  
8 bid.  
9

10 **Alternate**

11 One of two or more units of work or groups of bid items, identified separately in the Bid  
12 Proposal, from which the Contracting Agency may make a choice between different  
13 methods or material of construction for performing the same work.  
14

15 **Business Day**

16 A business day is any day from Monday through Friday except holidays as listed in Section  
17 1-08.5.  
18

19 **Contract Bond**

20 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond  
21 form(s) are required by the Contract Documents, which may be a combination of a Payment  
22 Bond and a Performance Bond.  
23

24 **Contract Documents**

25 See definition for "Contract".  
26

27 **Contract Time**

28 The period of time established by the terms and conditions of the Contract within which the  
29 Work must be physically completed.  
30

31 **Notice of Award**

32 The written notice from the Contracting Agency to the successful Bidder signifying the  
33 Contracting Agency's acceptance of the Bid Proposal.  
34

35 **Notice to Proceed**

36 The written notice from the Contracting Agency or Engineer to the Contractor authorizing  
37 and directing the Contractor to proceed with the Work and establishing the date on which  
38 the Contract time begins.  
39

40 **Traffic**

41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and  
42 equestrian traffic

43  
44 **BID PROCEDURES AND CONDITIONS**

45  
46 **1-02.1 Prequalification of Bidders**

47 Delete this Section and replace it with the following:

48  
49 1-02.1 Qualifications of Bidder  
50

1 (\*\*\*\*\*)

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

4  
5 Before award of a public works contract, a bidder must meet the following  
6 responsibility criteria to be considered a responsible bidder and qualified to be  
7 awarded a public works project. The bidder must:

- 8  
9 (a) At the time of bid submittal, have a certificate of registration in compliance  
10 with chapter 18.27 RCW;  
11 (b) Have a current state unified business identifier number;  
12 (c) If applicable, have industrial insurance coverage for the bidder's employees  
13 working in Washington as required in Title 51 RCW; an employment security  
14 department number as required in Title 50 RCW; and a state excise tax  
15 registration number as required in Title 82 RCW; and  
16 (d) Not be disqualified from bidding on any public works contract under RCW  
17 39.06.010 or 39.12.065(3).  
18 (e) Bidders shall be qualified by experience, financing, equipment, and  
19 organization to do the work called for in the Contract Documents. The  
20 Contracting Agency reserves the right to take whatever action it deems  
21 necessary to ascertain the ability of the bidder to perform the work  
22 satisfactorily. The Contracting Agency's actions may include a pre-  
23 qualification procedure prior to the bidder being furnished a proposal form on  
24 any contract, or a pre-award survey of the bidder's qualifications prior to  
25 award.

26  
27  
28 **1-02.2 Plans and Specifications**

29 *(June 27, 2011 APWA GSP)*

30  
31 Delete this section and replace it with the following:

32  
33 Information as to where Bid Documents can be obtained or reviewed can be found in the  
34 Call for Bids (Advertisement for Bids) for the work.

35  
36 After award of the contract, plans and specifications will be issued to the Contractor at no  
37 cost as detailed below:

38

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	4	Furnished automatically upon award.
Contract Provisions	4	Furnished automatically upon award.

Large plans (e.g., 22" x 34")	0	Furnished only upon request.
-------------------------------	---	------------------------------

1  
2 Additional plans and Contract Provisions may be obtained by the Contractor from the source  
3 stated in the Call for Bids, at the Contractor's own expense.  
4

5 **1-02.5 Proposal Forms**

6 *(June 27, 2011 APWA GSP)*  
7

8 Delete this section and replace it with the following:  
9

10 The Proposal Form will identify the project and its location and describe the work. It will also  
11 list estimated quantities, units of measurement, the items of work, and the materials to be  
12 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that  
13 call for, but are not limited to, unit prices; extensions; summations; the total bid amount;  
14 signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda;  
15 the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE  
16 commitment, if applicable; a State of Washington Contractor's Registration Number; and a  
17 Business License Number, if applicable. Bids shall be completed by typing or shall be  
18 printed in ink by hand, preferably in black ink. The required certifications are included as part  
19 of the Proposal Form.  
20

21 The Contracting Agency reserves the right to arrange the proposal forms with alternates and  
22 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all  
23 alternates and additives set forth in the Proposal Form unless otherwise specified.  
24

25 **1-02.6 Preparation of Proposal**

26 *(June 27, 2011 APWA GSP)*  
27

28 Supplement the second paragraph with the following:  
29

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

34 Delete the last paragraph, and replace it with the following:  
35

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

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

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

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

45 *(August 2, 2004)*

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

2  
3 **1-02.7 Bid Deposit**

4 *(March 8, 2013 APWA GSP)*

5  
6 Supplement this section with the following:

7  
8 Bid bonds shall contain the following:

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

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

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

24  
25 **1-02.9 Delivery of Proposal**

26 *(August 15, 2012 APWA GSP, Option A)*

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

29  
30 Each proposal shall be submitted in a sealed envelope, with the Project Name and Project  
31 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as  
32 otherwise required in the Bid Documents, to ensure proper handling and delivery.

33  
34 If the project has FHWA funding and requires DBE Written Confirmation Documents or  
35 Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit  
36 with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on  
37 the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by  
38 Section 1-02.6.

39  
40 The Contracting Agency will not open or consider any Bid Proposal that is received after the  
41 time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other  
42 than that specified in the Call for Bids.

43 **Public Opening Of Proposals**

44 Section 1-02.12 is supplemented with the following:

45  
46 (\*\*\*\*\*)

47 *Date Of Opening Bids*

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

49  
50 The Office of the Board of County Commissioners, Grant County Courthouse, Room  
51 206, 35 C St. NW, P.O. Box 37, Ephrata, WA 98823

1 The Clock of Record for this project is the Time Stamp Clock in the office of the Board of  
2 County Commissioners.

3  
4 The bid opening date for this project is **July 26, 2016**. Bids received will be publicly  
5 opened and read after **1:30 P.M.** Pacific Time on this date.

6  
7 **1-02.13 Irregular Proposals**

8 *(March 13, 2012 APWA GSP)*

9  
10 Revise item 1 to read:

- 11  
12 1. A proposal will be considered irregular and will be rejected if:
- 13 a. The Bidder is not prequalified when so required;
  - 14 b. The authorized proposal form furnished by the Contracting Agency is not used or  
15 is altered;
  - 16 c. The completed proposal form contains any unauthorized additions, deletions,  
17 alternate Bids, or conditions;
  - 18 d. The Bidder adds provisions reserving the right to reject or accept the award, or  
19 enter into the Contract;
  - 20 e. A price per unit cannot be determined from the Bid Proposal;
  - 21 f. The Proposal form is not properly executed;
  - 22 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,  
23 as required in Section 1-02.6;
  - 24 h. The Bidder fails to submit or properly complete a Disadvantaged Business  
25 Enterprise Certification, if applicable, as required in Section 1-02.6;
  - 26 i. The Bidder fails to submit written confirmation from each DBE firm listed on the  
27 Bidder's completed DBE Utilization Certification that they are in agreement with  
28 the bidders DBE participation commitment, if applicable, as required in Section 1-  
29 02.6, or if the written confirmation that is submitted fails to meet the requirements  
30 of the Special Provisions;
  - 31 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as  
32 required in Section 1-02.6, or if the documentation that is submitted fails to  
33 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
  - 34 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the  
35 material terms of the Bid invitation; or
  - 36 l. More than one proposal is submitted for the same project from a Bidder under  
37 the same or different names.

38  
39  
40 **AWARD AND EXECUTION OF CONTRACT**

41  
42 **1-03.3 Execution of Contract**

43 *(October 1, 2005 APWA GSP)*

44  
45 Revise this section to read:

46  
47 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available  
48 for signature by the successful bidder on the first business day following award. The number  
49 of copies to be executed by the Contractor will be determined by the Contracting Agency.  
50

1 Within **10 (ten) calendar days** after the award date, the successful bidder shall return the  
2 signed Contracting Agency-prepared contract, an insurance certification as required by  
3 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before  
4 execution of the contract by the Contracting Agency, the successful bidder shall provide any  
5 pre-award information the Contracting Agency may require under Section 1-02.15.  
6

7 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
8 Agency nor shall any work begin within the project limits or within Contracting Agency-  
9 furnished sites. The Contractor shall bear all risks for any work begun outside such areas  
10 and for any materials ordered before the contract is executed by the Contracting Agency.  
11

12 If the bidder experiences circumstances beyond their control that prevents return of the  
13 contract documents within ten calendar days after the award date stated above, the  
14 Contracting Agency may grant up to a maximum of 5 (five) additional calendar days for  
15 return of the documents, provided the Contracting Agency deems the circumstances warrant  
16 it.

### 17 **1-03.4 Contract Bond**

18 *(July 23, 2015 APWA GSP)*

19  
20 Delete the first paragraph and replace it with the following:

21  
22 The successful bidder shall provide executed payment and performance bond(s) for the full  
23 contract amount. The bond may be a combined payment and performance bond; or be  
24 separate payment and performance bonds. In the case of separate payment and  
25 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

1  
2 **SCOPE OF THE WORK**

3  
4 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**  
5 **Specifications, and Addenda**

6 *(March 13, 2012 APWA GSP)*

7  
8 Revise the second paragraph to read:

9  
10 Any inconsistency in the parts of the contract shall be resolved by following this order of  
11 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 12 1. Addenda,  
13 2. Proposal Form,  
14 3. Special Provisions (Including Appendices),  
15 4. Contract Plans,  
16 5. Amendments to the Standard Specifications,  
17 6. Standard Specifications,  
18 7. Contracting Agency's Standard Plans or Details (if any), and  
19 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

20  
21 **CONTROL OF WORK**

22  
23 **1-05.7 Removal of Defective and Unauthorized Work**

24 *(October 1, 2005 APWA GSP)*

25  
26 Supplement this section with the following:

27  
28 If the Contractor fails to remedy defective or unauthorized work within the time specified in a  
29 written notice from the Engineer, or fails to perform any part of the work required by the  
30 Contract Documents, the Engineer may correct and remedy such work as may be identified  
31 in the written notice, with Contracting Agency forces or by such other means as the  
32 Contracting Agency may deem necessary.

33  
34 If the Contractor fails to comply with a written order to remedy what the Engineer determines  
35 to be an emergency situation, the Engineer may have the defective and unauthorized work  
36 corrected immediately, have the rejected work removed and replaced, or have work the  
37 Contractor refuses to perform completed by using Contracting Agency or other forces. An  
38 emergency situation is any situation when, in the opinion of the Engineer, a delay in its  
39 remedy could be potentially unsafe, or might cause serious risk of loss or damage to the  
40 public.

41  
42 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
43 remedying defective or unauthorized work, or work the Contractor failed or refused to  
44 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
45 monies due, or to become due, the Contractor. Such direct and indirect costs shall include in  
46 particular, but without limitation, compensation for additional professional services required,  
47 and costs for repair and replacement of work of others destroyed or damaged by correction,  
48 removal, or replacement of the Contractor's unauthorized work.

1 No adjustment in contract time or compensation will be allowed because of the delay in the  
2 performance of the work attributable to the exercise of the Contracting Agency's rights  
3 provided by this Section.  
4

5 The rights exercised under the provisions of this section shall not diminish the Contracting  
6 Agency's right to pursue any other avenue for additional remedy or damages with respect to  
7 the Contractor's failure to perform the work as required.  
8

9 **1-05.11 Final Inspection**

10 Delete this section and replace it with the following:  
11

12  
13 **1-05.11 Final Inspections and Operational Testing**  
14 *(October 1, 2005 APWA GSP)*  
15

16 **1-05.11(1) Substantial Completion Date**

17  
18 When the Contractor considers the work to be substantially complete, the Contractor shall  
19 so notify the Engineer and request the Engineer establish the Substantial Completion Date.  
20 The Contractor's request shall list the specific items of work that remain to be completed in  
21 order to reach physical completion. The Engineer will schedule an inspection of the work  
22 with the Contractor to determine the status of completion. The Engineer may also establish  
23 the Substantial Completion Date unilaterally.  
24

25 If, after this inspection, the Engineer concurs with the Contractor that the work is  
26 substantially complete and ready for its intended use, the Engineer, by written notice to the  
27 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer  
28 does not consider the work substantially complete and ready for its intended use, the  
29 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.  
30

31 Upon receipt of written notice concurring in or denying substantial completion, whichever is  
32 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
33 interruption, the work necessary to reach Substantial and Physical Completion. The  
34 Contractor shall provide the Engineer with a revised schedule indicating when the  
35 Contractor expects to reach substantial and physical completion of the work.  
36

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

40 **1-05.11(2) Final Inspection and Physical Completion Date**

41  
42 When the Contractor considers the work physically complete and ready for final inspection,  
43 the Contractor by written notice, shall request the Engineer to schedule a final inspection.  
44 The Engineer will set a date for final inspection. The Engineer and the Contractor will then  
45 make a final inspection and the Engineer will notify the Contractor in writing of all particulars  
46 in which the final inspection reveals the work incomplete or unacceptable. The Contractor  
47 shall immediately take such corrective measures as are necessary to remedy the listed  
48 deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption  
49 until physical completion of the listed deficiencies. This process will continue until the  
50 Engineer is satisfied the listed deficiencies have been corrected.  
51

52 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
53 written notice listing the deficiencies, the Engineer may, upon written notice to the

1 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
2 Section 1-05.7.  
3 The Contractor will not be allowed an extension of contract time because of a delay in the  
4 performance of the work attributable to the exercise of the Engineer's right hereunder.  
5

6 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
7 Contracting Agency, in writing, of the date upon which the work was considered physically  
8 complete. That date shall constitute the Physical Completion Date of the contract, but shall  
9 not imply acceptance of the work or that all the obligations of the Contractor under the  
10 contract have been fulfilled.

### 11 12 **1-05.11(3) Operational Testing**

13  
14 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
15 complete and operable system. Therefore when the work involves the installation of  
16 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
17 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
18 Engineer to have the Contractor operate and test the work for a period of time after final  
19 inspection but prior to the physical completion date. Whenever items of work are listed in the  
20 Contract Provisions for operational testing they shall be fully tested under operating  
21 conditions for the time period specified to ensure their acceptability prior to the Physical  
22 Completion Date. During and following the test period, the Contractor shall correct any items  
23 of workmanship, materials, or equipment which prove faulty, or that are not in first class  
24 operating condition. Equipment, electrical controls, meters, or other devices and equipment  
25 to be tested during this period shall be tested under the observation of the Engineer, so that  
26 the Engineer may determine their suitability for the purpose for which they were installed.  
27 The Physical Completion Date cannot be established until testing and corrections have been  
28 completed to the satisfaction of the Engineer.  
29

30 The costs for power, gas, labor, material, supplies, and everything else needed to  
31 successfully complete operational testing, shall be included in the unit contract prices  
32 related to the system being tested, unless specifically set forth otherwise in the proposal.  
33

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

### 36 37 **Superintendents, Labor and Equipment of Contractor**

38 Revise the seventh paragraph of Section 1-05.13 to read:

39  
40 (\*\*\*\*\*)

41 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to  
42 Section 1-02.1 and 1-02.14, it will take these performance reports into account.  
43

### 44 **Cooperation With Other Contractors**

45 Section 1-05.14 is supplemented with the following:

46  
47 *(March 13, 1995)*

48 *Other Contracts Or Other Work*

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

- 1
- 2 1. Utility relocations and/or normal maintenance work by telephone and
- 3 power companies.
- 4 2. Normal maintenance work by Grant County Road crews.
- 5 3. Normal maintenance work by QCBID.
- 6

7 **1-05.15 Method of Serving Notices**

8 *(March 25, 2009 APWA GSP)*

9 Revise the second paragraph to read:

10

11 All correspondence from the Contractor shall be directed to the Project Engineer. All

12 correspondence from the Contractor constituting any notification, notice of protest, notice of

13 dispute, or other correspondence constituting notification required to be furnished under the

14 Contract, must be in paper format, hand delivered or sent via mail delivery service to the

15 Project Engineer's office. Electronic copies such as e-mails or electronically delivered

16 copies of correspondence will not constitute such notice and will not comply with the

17 requirements of the Contract.

18

19 Add the following new section:

20

21 **1-05.16 Water and Power**

22 *(October 1, 2005 APWA GSP)*

23

24 The Contractor shall make necessary arrangements, and shall bear the costs for power and

25 water necessary for the performance of the work, unless the contract includes power and

26 water as a pay item.

27 **1-05.17 Oral Agreements**

28 *(October 1, 2005 AWPA GSP)*

29

30 No oral agreement or conversation with any officer, agent, or employee of the Contracting

31 Agency, either before or after execution of the contract, shall affect or modify any of the

32 terms or obligations contained in any of the documents comprising the contract. Such oral

33 agreement or conversation shall be considered as unofficial information and in no way

34 binding upon the Contracting Agency, unless subsequently put in writing and signed by the

35 Contracting Agency.

36

37 **LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

38

39 **1-07.1 Laws to be Observed**

40 *(October 1, 2005 APWA GSP)*

41

42 Supplement this section with the following:

43

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

45 apply.

46

47 The Washington State Department of Labor and Industries shall be the sole and paramount

48 administrative agency responsible for the administration of the provisions of the Washington

49 Industrial Safety and Health Act of 1973 (WISHA).

50

51 The Contractor shall maintain at the project site office, or other well known place at the

52 project site, all articles necessary for providing first aid to the injured. The Contractor shall

1 establish, publish, and make known to all employees, procedures for ensuring immediate  
2 removal to a hospital, or doctor's care, persons, including employees, who may have been  
3 injured on the project site. Employees should not be permitted to work on the project site  
4 before the Contractor has established and made known procedures for removal of injured  
5 persons to a hospital or a doctor's care.  
6

7 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the  
8 Contractor's plant, appliances, and methods, and for any damage or injury resulting from  
9 their failure, or improper maintenance, use, or operation. The Contractor shall be solely and  
10 completely responsible for the conditions of the project site, including safety for all persons  
11 and property in the performance of the work. This requirement shall apply continuously, and  
12 not be limited to normal working hours. The required or implied duty of the Engineer to  
13 conduct construction review of the Contractor's performance does not, and shall not, be  
14 intended to include review and adequacy of the Contractor's safety measures in, on, or near  
15 the project site.  
16

## 17 **1-07.2 State Taxes**

18  
19 Delete this section, including its sub-sections, in its entirety and replace it with the following:  
20

### 21 **1-07.2 State Sales Tax** 22 *(June 27, 2011 APWA GSP)* 23

24 The Washington State Department of Revenue has issued special rules on the State sales  
25 tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor  
26 should contact the Washington State Department of Revenue for answers to questions in  
27 this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid  
28 on a misunderstood tax liability.  
29

30 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract  
31 amounts. In some cases, however, state retail sales tax will not be included. Section 1-  
32 07.2(2) describes this exception.  
33

34 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a  
35 FHWA-funded Project) only if the Contractor has obtained from the Washington State  
36 Department of Revenue a certificate showing that all contract-related taxes have been paid  
37 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor  
38 any amount the Contractor may owe the Washington State Department of Revenue,  
39 whether the amount owed relates to this contract or not. Any amount so deducted will be  
40 paid into the proper State fund.  
41

### 42 **1-07.2(1) State Sales Tax — Rule 171** 43

44 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
45 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,  
46 or by the United States, and which are used primarily for foot or vehicular traffic. This  
47 includes storm or combined sewer systems within and included as a part of the street or  
48 road drainage system and power lines when such are part of the roadway lighting system.  
49 For work performed in such cases, the Contractor shall include Washington State Retail  
50 Sales Taxes in the various unit bid item prices, or other contract amounts, including those  
51 that the Contractor pays on the purchase of the materials, equipment, or supplies used or  
52 consumed in doing the work.  
53

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

2  
3 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
4 existing buildings, or other structures, upon real property. This includes, but is not limited to,  
5 the construction of streets, roads, highways, etc., owned by the state of Washington; water  
6 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such  
7 sewers and disposal systems are within, and a part of, a street or road drainage system;  
8 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above  
9 streets or roads, unless such power lines become a part of a street or road lighting system;  
10 and installing or attaching of any article of tangible personal property in or to real property,  
11 whether or not such personal property becomes a part of the realty by virtue of installation.  
12

13 For work performed in such cases, the Contractor shall collect from the Contracting Agency,  
14 retail sales tax on the full contract price. The Contracting Agency will automatically add this  
15 sales tax to each payment to the Contractor. For this reason, the Contractor shall not  
16 include the retail sales tax in the unit bid item prices, or in any other contract amount subject  
17 to Rule 170, with the following exception.  
18

19 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or  
20 a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
21 consumable supplies not integrated into the project. Such sales taxes shall be included in  
22 the unit bid item prices or in any other contract amount.  
23

24 **1-07.2(3) Services**

25  
26 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract  
27 wholly for professional or other services (as defined in Washington State Department of  
28 Revenue Rules 138 and 244).  
29

30 **1-07.7 Load Limits**

31 Section 1-07.7 is supplemented with the following:

32  
33 (March 13, 1995)

34 Whenever the Contractor obtains materials from a source other than that  
35 provided by the Contracting Agency, or provides a source for materials not  
36 designated to come from a source provided by the State and the location of the  
37 source necessitates hauling on other than State Highways, the Contractor shall,  
38 at the Contractor's expense, make all arrangements for the use of the haul  
39 routes.  
40

41 **1-07.9 Wages**

42  
43 **General**

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

45  
46 The State rates incorporated in this contract are applicable to all construction activities  
47 associated with this contract.  
48

49  
50 **1-07.13 Contractor's Responsibility for Work**

1 **Repair of Damage**

2  
3 Section 1-07.13(4) is revised to read:

4  
5 (August 6, 2001)

6 The Contractor shall promptly repair all damage to either temporary or permanent work  
7 as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1),  
8 1-07.13(2), or 1-07.13(3), payment will be made in accordance with Section 1-04.4.  
9 Payment will be limited to repair of damaged work only. No payment will be made for  
10 delay or disruption of work.  
11

12  
13 **1-07.16 Protection and Restoration of Property**

14 Section 1-07.16 is supplemented with the following:

15  
16 (\*\*\*\*\*)

17 **Notification**

18 The Contractor shall distribute a special notice to each project resident before beginning  
19 work. Project resident means any person, company, or public agency having a driveway  
20 inside the project limits, within one mile of the project limits, or having a driveway or  
21 access on a dead-end road within the project limits. The special notice shall contain the  
22 following information and statements:  
23

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

46  
47 The Contractor must notify all affected Grant County agencies of the date and  
48 anticipated length of all road closures, including school districts, fire districts, Multi-  
49 Agency Communications Center (509) 762-1901, Sheriff's Dept. (509) 754-2011,  
50 Emergency Management (509) 762-1462, and U.S. Postal Service offices.

1  
2 The Contractor must place a "Notice of Road Construction" in the legal newspaper of  
3 Grant County (Columbia Basin Herald). All notices must be provided a minimum of  
4 three (3) working days prior to beginning work. The County will not allow any work to be  
5 performed until the required notices are made by the Contractor.

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

8 **Payment**

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

12  
13 **1-07.17 Utilities And Similar Facilities**

14 Section 1-07.17 is supplemented with the following:

15  
16 (\*\*\*\*\*)

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

19  
20 Public and private utilities, or their Contractors, will furnish all work necessary to adjust,  
21 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or  
22 these Special Provisions. Such adjustment, relocation, replacement, or construction will  
23 be done during the prosecution of the work for this project.

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

34  
35 The Contractor is alerted to the existence of Chapter 19.122 RCW, a law relating to  
36 underground utilities. Any cost to the Contractor incurred as a result of this law shall be  
37 at the Contractor's expense.

38  
39 No excavation shall begin until all known facilities, in the vicinity of the excavation area,  
40 have been located and marked.

41  
42 The Contractor can go to the following web site to find any changes to the Washington  
43 dig law that took effect in 2013.

44 [http://www.utc.wa.gov/publicSafety/pipelineSafety/Pages/CallBeforeYouDig-](http://www.utc.wa.gov/publicSafety/pipelineSafety/Pages/CallBeforeYouDig-DigLaw.aspx)  
45 [DigLaw.aspx](http://www.utc.wa.gov/publicSafety/pipelineSafety/Pages/CallBeforeYouDig-DigLaw.aspx)

46  
47 The Contractor shall attend a mandatory utility preconstruction meeting with the  
48 Engineer, all affected Subcontractors, and all utility owners and their Contractors  
49 prior to beginning onsite work.

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

- 4 • Grant County PUD, Jaime Esparza  
5 30 C Street SW,  
6 Ephrata, WA 98823, (509) 754-5088 Ext. 2156  
7 [jesparz@gcpud.org](mailto:jesparz@gcpud.org)
- 8 • Frontier Communication, Shon McIntyre  
9 320 East Penny Road  
10 Wenatchee, WA 98801, (509) 662-9262  
11 [Shon.McIntyre@ftr.com](mailto:Shon.McIntyre@ftr.com)  
12 Alternate Contact: Dave Holland, Construction Supervisor  
13 (509) 679-7958
- 14 • CenturyLink, Curt Austin  
15 P.O. Box 550, Connell, WA. 99326, (509) 235-3375  
16 [Curtis.J.Austin@centurylink.com](mailto:Curtis.J.Austin@centurylink.com)
- 17 • Quincy Columbia Basin Irrigation District, John Mele, P.E.  
18 (509) 787-3591, Ext. 236  
19 [Jmele@gcbid.org](mailto:Jmele@gcbid.org)
- 20 • South Columbia Irrigation District  
21 (509) 586-6118  
22

### 23 **1-07.18 Public Liability and Property Damage Insurance**

24 Delete this section in its entirety, and replace it with the following:  
25  
26

### 27 **1-07.18 Public Liability and Property Damage Insurance**

28 Delete this section in its entirety, and replace it with the following:  
29  
30

### 31 **1-07.18 Insurance**

32 *(January 4, 2016 APWA GSP)*  
33

#### 34 **1-07.18(1) General Requirements**

- 35 A. The Contractor shall procure and maintain the insurance described in all subsections of  
36 section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of  
37 not less than A-: VII and licensed to do business in the State of Washington. The  
38 Contracting Agency reserves the right to approve or reject the insurance provided, based on  
39 the insurer's financial condition.  
40
- 41 B. The Contractor shall keep this insurance in force without interruption from the  
42 commencement of the Contractor's Work through the term of the Contract and for thirty (30)  
43 days after the Physical Completion date, unless otherwise indicated below.  
44
- 45 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all  
46 subsequent renewals, shall be no later than the effective date of this Contract. The policy  
47 shall state that coverage is claims made, and state the retroactive date. Claims-made form  
48 coverage shall be maintained by the Contractor for a minimum of 36 months following the  
49 Completion Date or earlier termination of this Contract, and the Contractor shall annually  
50 provide the Contracting Agency with proof of renewal. If renewal of the claims made form of

1 coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase  
2 an extended reporting period ("tail") or execute another form of guarantee acceptable to the  
3 Contracting Agency to assure financial responsibility for liability for services performed.  
4

5 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella  
6 Liability insurance policies shall be primary and non-contributory insurance as respects the  
7 Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any  
8 insurance, self-insurance, or self-insured pool coverage maintained by the Contracting  
9 Agency shall be excess of the Contractor's insurance and shall not contribute with it.  
10

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

13  
14 F. The Contractor shall not begin work under the Contract until the required insurance has  
15 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 constitute a  
18 material breach of contract, upon which the Contracting Agency may, after giving five  
19 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 of  
26 the Contract and no additional payment will be made.  
27

28 **1-07.18(2) Additional Insured**

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

- 32 ■ the Contracting Agency and its officers, elected officials, employees, agents, and  
33 volunteers  
34

35 The above-listed entities shall be additional insured(s) for the full available limits of liability  
36 maintained by the Contractor, irrespective of whether such limits maintained by the Contractor  
37 are greater than those required by this Contract, and irrespective of whether the Certificate of  
38 Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those  
39 maintained by the Contractor.  
40

41 For Commercial General Liability insurance coverage, the required additional insured  
42 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations  
43 and CG 20 37 10 01 for completed operations.  
44

45 **1-07.18(3) Subcontractors**

46 The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that  
47 complies with all applicable requirements of the Contractor-provided insurance as set forth  
48 herein, except the Contractor shall have sole responsibility for determining the limits of coverage  
49 required to be obtained by Subcontractors.  
50

1 The Contractor shall ensure that all Subcontractors of every tier add all entities listed in  
2 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that  
3 section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10  
4 01 for ongoing operations and CG 20 37 10 01 for completed operations.

5  
6 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
7 Agency evidence of insurance and copies of the additional insured endorsements of each  
8 Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.  
9

#### 10 **1-07.18(4) Verification of Coverage**

11 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and  
12 endorsements for each policy of insurance meeting the requirements set forth herein when the  
13 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand  
14 such verification of coverage with these insurance requirements or failure of Contracting Agency  
15 to identify a deficiency from the insurance documentation provided shall not be construed as a  
16 waiver of Contractor's obligation to maintain such insurance.  
17

18 Verification of coverage shall include:

- 19 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 20 2. Copies of all endorsements naming Contracting Agency and all other entities listed in  
21 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit  
22 a copy of any blanket additional insured clause from its policies instead of a separate  
23 endorsement.
- 24 3. Any other amendatory endorsements to show the coverage required herein.
- 25 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these  
26 requirements – actual endorsements must be submitted.  
27

28 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting  
29 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required  
30 on this Project, a full and certified copy of that policy is required when the Contractor delivers  
31 the signed Contract for the work.  
32

#### 33 **1-07.18(5) Coverages and Limits**

34 The insurance shall provide the minimum coverages and limits set forth below. Contractor's  
35 maintenance of insurance, its scope of coverage, and limits as required herein shall not be  
36 construed to limit the liability of the Contractor to the coverage provided by such insurance, or  
37 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.  
38

39 All deductibles and self-insured retentions must be disclosed and are subject to approval by the  
40 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured  
41 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a  
42 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-  
43 insured retention shall be the responsibility of the Contractor.  
44

#### 45 **1-07.18(5)A Commercial General Liability**

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

1  
2 The Commercial General Liability insurance shall be endorsed to provide a per project general  
3 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.  
4

5 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's  
6 completed operations for at least three years following Substantial Completion of the Work.  
7

- 8 Such policy must provide the following minimum limits:  
9 \$1,000,000 Each Occurrence  
10 \$2,000,000 General Aggregate  
11 \$2,000,000 Products & Completed Operations Aggregate  
12 \$1,000,000 Personal & Advertising Injury each offence  
13 \$1,000,000 Stop Gap / Employers' Liability each accident  
14

15 **1-07.18(5)B Automobile Liability**

16 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be  
17 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the  
18 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48  
19 endorsements.  
20

- 21 Such policy must provide the following minimum limit:  
22 \$1,000,000 Combined single limit each accident  
23

24 **1-07.18(5)C Workers' Compensation**

25 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial  
26 Insurance laws of the State of Washington.  
27

28 Section 1-07.18 is supplemented with the following:  
29

30 **1-07.23 Public Convenience and Safety**

31 **Construction Under Traffic**

32 Section 1-07.23(1) is supplemented with the following:  
33

34 **(January 2, 2012)**  
35 **Work Zone Clear Zone**

36 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The  
37 WZCZ applies only to temporary roadside objects introduced by the Contractor's  
38 operations and does not apply to preexisting conditions or permanent Work. Those work  
39 operations that are actively in progress shall be in accordance with adopted and  
40 approved Traffic Control Plans, and other contract requirements.  
41

42 During nonworking hours equipment or materials shall not be within the WZCZ unless  
43 they are protected by permanent guardrail or temporary concrete barrier. The use of  
44 temporary concrete barrier shall be permitted only if the Engineer approves the  
45 installation and location.  
46

47 During actual hours of work, unless protected as described above, only materials  
48 absolutely necessary to construction shall be within the WZCZ and only construction

1 vehicles absolutely necessary to construction shall be allowed within the WZCZ or  
2 allowed to stop or park on the shoulder of the roadway.

3  
4 The Contractor's nonessential vehicles and employees private vehicles shall not be  
5 permitted to park within the WZCZ at any time unless protected as described above.

6  
7 Deviation from the above requirements shall not occur unless the Contractor has  
8 requested the deviation in writing and the Engineer has provided written approval.

9  
10 Minimum WZCZ distances are measured from the edge of traveled way and will be  
11 determined as follows:

12	13	14	15	16	17	18	19
	Regulatory		Distance from				
	<u>Posted Speed</u>		Traveled Way				
			(Feet)				
16	35 mph or less		10 *				
17	40 mph		15				
18	45 to 55 mph		20				
19	60 mph or greater		30				

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

## 21 22 **Minimum Work Zone Clear Zone Distance**

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

### 25 **Payment**

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

## 29 30 **PROSECUTION AND PROGRESS**

31  
32 Add the following new section:

### 33 34 **1-08.0 Preliminary Matters**

35 (May 25, 2006 APWA GSP)

36  
37 Add the following new section:

### 38 39 **1-08.0(1) Preconstruction Conference**

40 (October 10, 2008 APWA GSP)

41  
42 Prior to the Contractor beginning the work, a preconstruction conference will be held  
43 between the Contractor, the Engineer and such other interested parties as may be invited.  
44 The purpose of the preconstruction conference will be:

- 45 1. To review the initial progress schedule;
- 46 2. To establish a working understanding among the various parties associated or  
47 affected by the work;
- 48 3. To establish and review procedures for progress payment, notifications, approvals,  
49 submittals, etc.;
- 50 4. To establish normal working hours for the work;

- 1 5. To review safety standards and traffic control; and
- 2 6. To discuss such other related items as may be pertinent to the work.

3  
4 The Contractor shall prepare and submit at the preconstruction conference the following:

- 5 1. A breakdown of all lump sum items;
  - 6 2. A preliminary schedule of working drawing submittals; and
  - 7 3. A list of material sources for approval if applicable.
- 8

9 Add the following new section:

10  
11 **1-08.0(2) Hours of Work**

12 (\*\*\*\*\*)

13  
14 Except in the case of emergency or unless otherwise approved by the Contracting Agency,  
15 the normal straight time working hours for the Contract shall be any consecutive 8-hour  
16 period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch  
17 break and a 5-day work week. The normal straight time 8-hour working period for the  
18 Contract shall be established at the preconstruction conference or prior to the Contractor  
19 commencing the work.

20  
21 Written permission from the Engineer is required, if a Contractor desires to perform work on  
22 holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer  
23 than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for  
24 such permission, no later than noon on the working day prior to the day for which the  
25 Contractor is requesting permission to work.

26  
27  
28 Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and  
29 between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be  
30 subject to noise control requirements. Approval to continue work during these hours may be  
31 revoked at any time the Contractor exceeds the Contracting Agency's noise control  
32 regulations or complaints are received from the public or adjoining property owners  
33 regarding the noise from the Contractor's operations. The Contractor shall have no claim for  
34 damages or delays should such permission be revoked for these reasons.

35  
36 Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal  
37 straight time working hours Monday through Friday may be given subject to certain other  
38 conditions set forth by the Contracting Agency or Engineer. These conditions may include  
39 but are not limited to:

- 40 • The Engineer may require designated representatives to be present during the work.  
41 Representatives who may be deemed necessary by the Engineer include, but are  
42 not limited to: survey crews; personnel from the Contracting Agency's material  
43 testing lab; inspectors; and other Contracting Agency employees when in the opinion  
44 of the Engineer, such work necessitates their presence.
- 45 • On non-Federal aid projects, requiring the Contractor to reimburse the Contracting  
46 Agency for the costs in excess of straight-time costs for Contracting Agency  
47 representatives who worked during such times.
- 48 • Considering the work performed on Saturdays, Sundays, and holidays as working  
49 days with regard to the contract time.
- 50 • Considering multiple work shifts as multiple working days with respect to contract  
51 time, even though the multiple shifts occur in a single 24-hour period.

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**1-08.1 Subcontracting**

Section 1-08.1 is supplemented with the following:

(October 12, 1998)  
Prior to any subcontractor or agent beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

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

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

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

*(July 23, 2015 APWA GSP)*

Delete the eighth paragraph and replace it with the following:

On all projects funded with federal assistance the Contractor shall submit "Quarterly Report of Amounts Credited as DBE Participation" (form 422-102 EF) on a quarterly basis, in which DBE Work is accomplished, for every quarter in which the Contract is active or upon completion of the project, as appropriate. The quarterly reports are due on the 20th of April, July, October, and January for the four respective quarters.

**Subcontract Completion and Return of Retainage Withheld**

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

(August 4, 2014)  
The following procedures shall apply to all subcontracts entered into as a part of this Contract:

**Requirements**

1. The Prime Contractor or Subcontractor shall make payment to the Subcontractor not later than ten days after receipt of payment from the Contracting Agency for work satisfactorily completed by the Subcontractor, to the extent of each Subcontractor's interest therein.

- 1 2. Prompt and full payment of retainage from the Prime Contractor to the Subcontractor  
2 shall be made within 30 days after Subcontractor's Work is satisfactorily completed.  
3  
4 3. For purposes of this Section, a Subcontractor's work is satisfactorily completed when  
5 all task and requirements of the Subcontract have been accomplished and including  
6 any required documentation and material testing.  
7  
8 4. Failure by a Prime Contractor or Subcontractor to comply with these requirements  
9 may result in one or more of the following:  
10  
11 a. Withholding of payments until the Prime Contractor or Subcontractor complies  
12  
13 b. Failure to comply shall be reflected in the Prime Contractor's Performance  
14 Evaluation  
15  
16 c. Cancellation, Termination, or Suspension of the Contract, in whole or in part  
17  
18 d. Other sanctions as provided by the subcontract or by law under applicable  
19 prompt pay statutes.  
20  
21

#### 22 **Conditions**

23 This clause does not create a contractual relationship between the Contracting Agency  
24 and any Subcontractor as stated in Section 1-08.1. Also, it is not intended to bestow  
25 upon any Subcontractor, the status of a third-party beneficiary to the Contract between  
26 the Contracting Agency and the Contractor.  
27

#### 28 **Payment**

29 The Contractor will be solely responsible for any additional costs involved in paying  
30 retainage to the Subcontractors. Those costs shall be incidental to the respective Bid  
31 Items.  
32

#### 33 **1-08.4 Prosecution Of Work**

34 The first sentence of Section 1-08.4 is revised to read:  
35

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

37 The Contractor shall begin work on **August 15, 2016**, unless otherwise approved  
38 by the Engineer.  
39

#### 40 **1-08.5 Time For Completion**

41 The third paragraph of Section 1-08.5 is revised to read:  
42

43 (\*\*\*\*\*)

44 Contract time shall begin on the first working day. The first working day shall be  
45 August 15, 2016, unless otherwise approved by the Engineer.  
46

47 Section 1-08.5 is supplemented with the following:  
48

49 (March 13, 1995)

50 This project shall be physically completed within **20 working days**.  
51

#### 52 **1-08.9 Liquidated Damages**

1 (August 14, 2013 APWA GSP)  
2

3 Revise the fourth paragraph to read:  
4

5 When the Contract Work has progressed to Substantial Completion as defined in the  
6 Contract, the Engineer may determine that the work is Substantially Complete. The  
7 Engineer will notify the Contractor in writing of the Substantial Completion Date. For  
8 overruns in Contract time occurring after the date so established, the formula for liquidated  
9 damages shown above will not apply. For overruns in Contract time occurring after the  
10 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct  
11 engineering and related costs assignable to the project until the actual Physical Completion  
12 Date of all the Contract Work. The Contractor shall complete the remaining Work as  
13 promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a  
14 written schedule for completing the physical Work on the Contract.  
15

## 16 **Measurement and Payment**

### 17 **Payments**

18  
19  
20 Section 1-09.9 is supplemented with the following:  
21

22 (March 13, 1995)

23 The quantity of the following items to be paid for on this project shall be the quantity  
24 shown in the Proposal, unless changes are made in accordance with Section 1-04.4  
25 which affect this quantity. The quantity shown in the Proposal will be adjusted by  
26 the amount of the change and will be paid for as specified in Section 1-04.4.  
27

28 \*\*\* "Roadway Excavation Incl. Haul", "Embankment Compaction" \*\*\*  
29

30 The quantities in the Proposal are listed only for the convenience of the Contractor  
31 in determining the volume of work involved and are not guaranteed to be accurate.  
32 The prospective bidders shall verify these quantities before submitting a bid. No  
33 adjustments other than for approved changes will be made in the quantity even  
34 though the actual quantities required may deviate from those listed.  
35

36 The unit contract price for these items shall be full pay to construct and complete  
37 this portion of the work.  
38  
39

### 40 **1-09.13 Claims Resolution**

#### 41 **1-09.13(3) Claims \$250,000 or Less**

42 (October 1, 2005 APWA GSP)  
43

44 Delete this Section and replace it with the following:  
45

46 The Contractor and the Contracting Agency mutually agree that those claims that total  
47 \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by  
48 nonbinding ADR processes, shall be resolved through litigation unless the parties mutually  
49 agree in writing to resolve the claim through binding arbitration.  
50

1 **1-09.13(3)A Administration of Arbitration**  
2 (October 1, 2005 APWA GSP)

3  
4 Revise the third paragraph to read:  
5

6 The Contracting Agency and the Contractor mutually agree to be bound by the decision of  
7 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in  
8 the Superior Court of the county in which the Contracting Agency's headquarters are  
9 located. The decision of the arbitrator and the specific basis for the decision shall be in  
10 writing. The arbitrator shall use the contract as a basis for decisions.

11  
12 **TEMPORARY TRAFFIC CONTROL**

13  
14 **General**  
15

16 Section 1-10.1 is supplemented with the following:

17 (April 1, 2013)

18 The Contracting Agency will provide the following labor, equipment and/or materials  
19 resources to the Contractor for use on the project.

20  
21 \*\*\* Class A Traffic Signs as outlined in the included Construction Sign Plan and Sign  
22 Table \*\*\*

23  
24 The Contractor shall notify the Engineer when each resource is to be utilized and shall  
25 provide a minimum of \*\*\* 5 (five) \*\*\* working days advance notice to allow any  
26 necessary arrangements to be made.  
27

28 **1-10.2 Traffic Control Management**

29 **General**  
30

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

33 (December 1, 2008)

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

38 The Northwest Laborers-Employers Training Trust  
39 27055 Ohio Ave.  
40 Kingston, WA 98346  
41 (360) 297-3035  
42

43 Evergreen Safety Council  
44 401 Pontius Ave. N.  
45 Seattle, WA 98109  
46 1-800-521-0778 or (206) 382-4090  
47

48 The American Traffic Safety Services Association  
49 15 Riverside Parkway, Suite 100  
50 Fredericksburg, Virginia 22406-1022

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

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

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

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

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

The Contractor will not be permitted to close A.5-SW Road to local traffic within the project limits. One-way traffic must be kept open during working hours and two-way traffic must be restored at the end of each working day for local traffic. Access to County road intersections, local farms and residences shall be kept open at all times.

**1-10.3 Traffic Control Labor, Procedures and Devices**

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

**Construction Signs**

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

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

The required signs will be available to the Contractor at the Grant County Sign Shop, 124 Enterprise St. SE, Ephrata, WA, (509) 754-6082, on normal work days. The Contractor shall make arrangements with the Engineer at least five working days prior to picking up the signs. The Contractor shall sign an itemized receipt at the time of acquisition.

Signs shall be taken down and returned to Grant County Sign Shop by the Contractor when their need has ceased as determined by the Engineer. Due to County Force BST placement on this project, the signs will likely stay up until after those operations have ceased. The value of signs furnished by the Contracting Agency to the Contractor is fixed at \$10.00 per square foot. The value of such signs which are damaged or not returned as provided in Sections 1-10.1 and 1-10.3(3)A will be deducted from payment due or to become due the Contractor.

**Wood Sign Posts**

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

**One Post Installation**

<u>Post Size</u>	<u>Min. Sign Sq. Ft.</u>	<u>Max Sign Sq. Ft.</u>
4x4	-	16.0

1	4x6	17.0	20.0
2	6x6	21.0	25.0
3	6x8	26.0	31.0

Two Post Installation  
(For signs 5 feet or greater in width)

	<u>Post Size</u>	<u>Min. Sign Sq. Ft.</u>	<u>Max Sign Sq. Ft.</u>
9	4x4	-	16.0
10	4x6	17.0	36.0
11	6x6	37.0	46.0
12	6x8	47.0	75.0 *

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

**Barricades**

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

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

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

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

**1-10.4 Measurement**

Section 1-10.4 is supplemented with the following:

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

No unit of measurement will be made for any of the items contained in the Traffic Control Plan or Section 1-10 of the Standard Specifications.

**1-10.5 Payment**

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

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

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

**DIVISION 2 EARTHWORK**

**CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

**2-01.1 Description**

Section 2-01.1 is supplemented with the following:

1 (March 13,1995)  
2 Clearing and grubbing on this project shall be performed within the following limits:

3 A.5-SW - Station 11+00 to 67+50

4 **DIVISION 3 PRODUCTION FROM QUARRY AND PIT SITES AND STOCKPILING**

5  
6 **PRODUCTION FROM QUARRY AND PIT SITES**

7  
8 **State Furnished Material Sources**

9 Section 3-01.3 is supplemented with the following:

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

12 The following source(s) of stockpiled materials are made available to the  
13 Contractor at the unit prices shown under the section entitled Stockpiling  
14 Aggregates:

15  
16 Stockpile Site \*\*\* #579 – Red Rock Coulee Pit \*\*\* source for \*\*\* crushed  
17 surfacing base course, and maintenance rock \*\*\* is located in Section 20,  
18 Township 16 North, Range 26 East W.M.

19  
20  
21 **STOCKPILING AGGREGATES**

22  
23 **General Requirements**

24  
25 **Removing Aggregates From Stockpiles**

26 Section 3-02.2(7) is supplemented with the following:

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

29 Crushed Surfacing Base Course and Maintenance Rock for use on this project  
30 exist in stockpile at the location and for the unit prices listed below and in the  
31 amounts shown in the Plans.

32  
33

<u>Location</u>	<u>Material</u>	<u>Price</u>
34 Index #579	Crushed Surfacing Base Course	\$4.76/Ton
35 Red Rock Coulee Quarry	Maintenance Rock	\$4.83/Ton
36 Sec. 20, T16N, R26E WM		

37

38  
39 The contractor shall provide a structure/shack for the person weighing the  
40 crushed aggregate at the County provided pit sites. The structure/shack shall be  
41 equipped with an AC unit, or a unit approved by the engineer capable of provide  
42 cool air circulation through the structure.

43  
44 **Measurement**

1 Section 3-02. is supplemented with the following:

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

4 Material from this site will be measure by the ton.

5  
6  
7 **Payment**

8 Section 3-02.5 is supplemented with the following:

9  
10 (\*\*\*\*\*)

11 The unit contract price shall be full payment for the purchase, loading, hauling,  
12 placing and compacting of materials provided in stockpile.

13  
14 The County shall deduct the costs of aggregates from monthly progress  
15 estimates in accordance with the rates specified above and based on the  
16 quantity of materials allowed by the Engineer on the monthly progress payments  
17 and final estimate.

18  
19 **SITE RECLAMATION**

20  
21 **Contracting-Agency Provided Sites**

22 Section 3-03.2(1) is supplemented with the following:

23  
24 (March 13, 1995)

25 Site reclamation will be performed by the Contracting Agency on all sites  
26 furnished by the Contracting Agency.

27  
28 **DIVISION 4 BASES**

29  
30 **BALLAST AND CRUSHED SURFACING**

31  
32 **Construction Requirements**

33  
34 ***Equipment***

35 The first sentence of Section 4-04.3(1) is revised to read:

36  
37 (\*\*\*\*\*)

38 All equipment necessary for the satisfactory performance of this  
39 construction shall be on the project and approved by the Engineer prior to  
40 beginning work. The Contractor shall demonstrate that equipment of  
41 sufficient size, number, and reliability has been provided to meet the  
42 project schedule submitted by the Contractor, if requested by the  
43 Engineer.

44  
45 ***Placing and Spreading***

1 The third paragraph of Section 4-04.3(4) is supplemented with the  
2 following:

3  
4 (\*\*\*\*\*)

5 The Contractor shall fill each hauling vehicle with the same quantity of  
6 crushed aggregate. This is necessary in order to provide consistent  
7 spreads within the limits of the specific section determined by the  
8 Engineer.

9  
10 The Contractor shall place the material in such a way as to minimize the  
11 impact of the hauling vehicles. Hauling over any of the surfacing materials  
12 prior to processing shall not be permitted.

13  
14 ***Miscellaneous Requirement***

15 The second sentence of the first paragraph of Section 4-04.3(7) is revised  
16 to read:

17  
18 (\*\*\*\*\*)

19 Each course of surfacing material shall be placed in its entirety before  
20 placing the succeeding course unless otherwise authorized by the  
21 Engineer. The Contractor shall repair any segregated areas by  
22 reprocessing the effected section of each course before placing any  
23 additional material.

24  
25 **Payment**

26 Section 4-04.5 is supplemented with the following:

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

29 "Crushed Surfacing Maintenance Rock", per ton.

30  
31  
32 **(August 4, 2014)**  
33 **Standard Plans**

34 The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01  
35 transmitted under Publications Transmittal No. PT 15-048, effective August 3, 2015 is made a  
36 part of this contract.

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INFORMATIONAL COPY ONLY - NOT FOR BIDDING PURPOSES

**PROPOSAL**

To: Board of County Commissioners  
Grant County, Washington

Date: \_\_\_\_\_, 2016

This certifies that the undersigned has examined the location of **A.5-SW ROAD RECONSTRUCTION PROJECT, CRP 15-05, in Grant County, Washington**, and that the plans, specifications and contract governing the work embraced in the improvement and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

**A.5-SW ROAD RECONSTRUCTION PROJECT**

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

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
----------	---------------	------------------	---------------------------------	------------------------------

**PREPARATION**

1	1 Lump Sum	Mobilization	At ////////-.//// Per Lump Sum	.
2	1 Lump Sum	Notification	At ////////-.//// Per Lump Sum	.
3	1 Lump Sum	Clearing and Grubbing	At ////////-.//// Per Lump Sum	.

**GRADING**

4	3,564 C.Y.	Roadway Excavation	At . . Per Cubic Yard	.
5	4,723 C.Y.	Embankment Compaction	At . . Per Cubic Yard	.
6	3,000 C.Y.	Borrow Excavation Incl. Haul	At . . Per Cubic Yard	.

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
----------	---------------	------------------	---------------------------------	------------------------------

**DRAINAGE**

7	20 L.F.	Extend Existing Plain Steel Culvert Pipe – 24" Diam.	At . Per Linear Foot	.
---	------------	--	----------------------------	---

**SURFACING**

8	4,100 Ton	Crushed Surfacing Base Course From Stockpile Pit #579	At . Per Ton	.
---	--------------	---	--------------------	---

9	3,000 Ton	Crushed Surfacing Maintenance Rock From Stockpile Pit #579	At . Per Ton	.
---	--------------	--	--------------------	---

**OTHER**

10	1 Lump Sum	Spill Prevention, Control, and Countermeasure (SPCC) Plan	At //////////./////	.
----	---------------	---	------------------------	---

11	1 Lump Sum	Trimming and Cleanup	At //////////./////	.
----	---------------	----------------------	------------------------	---

12	2 Acre	Seeding, fertilizing, and Mulch with Roadside Mix	At . Per Acre	.
----	-----------	---	---------------------	---

13	-\$1.00 Est.	Minor Change	At //////////./////	-\$2.00
----	-----------------	--------------	------------------------	---------

<b>PROJECT Total</b>	.
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**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 have agreed to the provisions of this declaration.**

## **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

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

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

Revised 6/14

From DOT Form 272-0361 EF  
07/2011

## Proposal – Signature Page

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

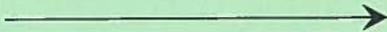
A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

- Cash  In the Amount of \_\_\_\_\_
- Cashier's Check  \_\_\_\_\_ Dollars
- Certified Check  (\$\_\_\_\_\_) Payable to the Grant County Treasurer
- Proposal Bond  In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.

Signature of Authorized Official(s)

Proposal Must Be Signed



\_\_\_\_\_

\_\_\_\_\_

Please Print Name of Authorized Official

Firm Name

Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Note:

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

Revised 8/95

## Statement of Contractor Qualifications

To: Board of County Commissioners  
Grant County, Washington

Date: \_\_\_\_\_, 2016

RE: **A.5-SW ROAD RECONSTRUCTION PROJECT, CRP 15-05**

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

1. My permanent business name and address is \_\_\_\_\_  
which I have maintained for \_\_\_\_ years. My phone is (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_
2. I have adequate plant equipment to expeditiously and properly perform the work contemplated for Grant County, Washington. **Description of work:** This contract provides for the reconstruction of 1.07 miles of two lane county road in Grant County, WA, and includes roadway excavation, embankment compaction, drainage items, crushed surfacing base course, maintenance rock, and other work in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications. (Please list equipment to be used on this project. Attach list if necessary.)  
\_\_\_\_\_  
\_\_\_\_\_
3. I have adequate funds to promptly meet obligations incident to this work. (Provide bank, contact & phone.)  
a) \_\_\_\_\_  
b) \_\_\_\_\_ c) \_\_\_\_\_
4. I have adequate experience in this class of work and I am thoroughly familiar with the specifications used in this project. I have constructed the following similar improvements: (Provide project name, contact & phone.)  
a) \_\_\_\_\_  
b) \_\_\_\_\_
5. I have submitted and maintain annually a "Standard Questionnaire and Financial Statement" to the Washington State Department of Transportation (WSDOT): Yes  No  Region: \_\_\_\_\_  
WSDOT has determined: a) I am prequalified to \_\_\_\_\_  
\_\_\_\_\_ in the amount of \_\_\_\_\_  
b) I have failed to be prequalified for the following reasons: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

Very truly yours,

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

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

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

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

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

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

Revised 4/02

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS:**

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

The condition of the obligation is such that if the Obligee shall make any award to the  
Principal for **A.5-SW ROAD RECONSTRUCTION PROJECT, CRP 15-05**, located in Grant County,  
Washington, according to the terms of the proposal or bid made by the Principal therefor, and  
the Principal shall duly make and enter into a contract with the Obligee in accordance with the  
terms of said proposal or bid and award and shall give bond for the faithful performance  
thereof, with the Surety or Sureties approved by the Obligee; or if the principal shall, in case of  
failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the  
call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full  
force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and  
liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016

Principal \_\_\_\_\_

Surety \_\_\_\_\_

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

## CONTRACT

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

### WITNESSETH:

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

### DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to improve and complete **A.5-SW ROAD RECONSTRUCTION PROJECT, CRP 15-05**, located in Grant County, Washington, as proposed in a bid opened **1:30 P.M., Tuesday, July 26, 2016** in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

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

\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Address

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

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_ day of \_\_\_\_\_, 2016

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

BOARD OF COUNTY COMMISSIONERS  
OF GRANT COUNTY, WASHINGTON

this \_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

Dated at \_\_\_\_\_, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2016.

The conditions of the above obligation are such that:

WHEREAS, on **July 26, 2016**, the Board of County Commissioners of said Grant County has let or is about to let to the Principal, a certain contract, the said contract providing for the improvement of **A.5-SW ROAD RECONSTRUCTION PROJECT, CRP 15-05**, located in Grant County, Washington, (which contract is referred to herein and is made a part hereof as though attached hereto), and

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

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

Countersigned:

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

\_\_\_\_\_  
Principal

\_\_\_\_\_

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

\_\_\_\_\_

Approved as to Form:

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

\_\_\_\_\_, 2016

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

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

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## TITLE VI – Contractor Requirements

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

### 1. Compliance with Regulations

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

### 2. Non-discrimination

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

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

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

### 4. Information and Reports

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

### 5. Sanctions for Non-compliance

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

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

### 6. Incorporation of Provisions

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

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

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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: 7/6/2016**

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Grant	<u>Flaggers</u>	Journey Level	\$33.91	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Air And Hydraulic Track Drill	\$36.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Asphalt Raker	\$36.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Asphalt Roller, Walking	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Brick Pavers	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Brush Hog Feeder	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Brush Machine	\$36.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Caisson Worker, Free Air	\$36.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Carpenter Tender	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Cement Finisher Tender	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Cement Handler	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Chain Saw Operator & Faller	\$36.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Clean-up Laborer	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Compaction Equipment	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Concrete Crewman	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Concrete Saw, Walking	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Concrete Signalman	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Concrete Stack	\$36.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Confined Space Attendant	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Crusher Feeder	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Demolition	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Demolition Torch	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Dope Pot Fireman, Non-mechanical	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Driller Helper (when Required To Move & Position Machine)	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Drills With Dual Masts	\$36.83	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Dry Stack Walls	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Dumpman	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Erosion Control Laborer	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Final Detail Cleanup (i.e., Dusting,	\$33.91	<u>7B</u>	<u>1M</u>	

		Vacuuming, Window Cleaning; Not Construction Debris Cleanup)			
Grant	<u>Laborers</u>	Firewatch	\$36.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Form Cleaning Machine Feeder, Stacker	\$36.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Form Setter, Paving	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	General Laborer	\$36.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Grade Checker	\$38.54	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Grout Machine Header Tender	\$36.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Guard Rail	\$36.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Gunite	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hazardous Waste Worker (level A)	\$36.83	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hazardous Waste Worker (level B)	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hazardous Waste Worker (level C)	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hazardous Waste Worker (level D)	\$36.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Hdpe Or Similar Liner Installer	\$36.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	High Scaler	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Jackhammer Operator Miner, Class "b"	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Laser Beam Operator	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Miner, Class "a"	\$36.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Miner, Class "c"	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Miner, Class "d"	\$36.83	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Monitor Operator, Air Track Or Similar Mounting	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Mortar Mixer	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Nipper	\$36.01	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Nozzleman	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Nozzleman, Water (to Include Fire Hose), Air Or Steam	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pavement Breaker, 90 Lbs. & Over	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pavement Breaker, Under 90 Lbs.	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pipelayer	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pipelayer, Corrugated Metal Culvert And Multi-plate	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pipewrapper	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Plasterer Tenders	\$36.55	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Pot Tender	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Powderman	\$38.20	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Powderman Helper	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Power Buggy Operator	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Power Tool Operator, Gas, Electric, Pneumatic	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Railroad Equipment, Power Driven, Except Dual Mobile	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Railroad Power Spiker Or Puller, Dual Mobile	\$36.28	<u>7B</u>	<u>1M</u>
Grant	<u>Laborers</u>	Remote Equipment Operator	\$36.83	<u>7B</u>	<u>1M</u>

Grant	<u>Laborers</u>	Remote Equipment Operator (i.e. Compaction And Demolition)	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Rigger/signal Person	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Riprap Person	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Rodder & Spreader	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Sandblast Tailhoseman	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Scaffold Erector, Wood Or Steel	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Stake Jumper	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Structural Mover	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Tailhoseman (water Nozzle)	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Timber Bucker & Faller (by Hand)	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Track Laborer (rr)	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Traffic Control Laborer	\$33.91	<u>7B</u>	<u>1M</u>	<u>8T</u>
Grant	<u>Laborers</u>	Traffic Control Supervisor	\$34.91	<u>7B</u>	<u>1M</u>	<u>8S</u>
Grant	<u>Laborers</u>	Trencher, Shawnee	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Trenchless Technology Technician	\$36.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Truck Loader	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Tugger Operator	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Vibrators, All	\$36.55	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Wagon Drills	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Water Pipe Liner	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Welder, Electric, Manual Or Automatic (hdpe Or Similar Pipe And Liner)	\$36.83	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Well-point Person	\$36.01	<u>7B</u>	<u>1M</u>	
Grant	<u>Laborers</u>	Wheelbarrow, Power Driven	\$36.28	<u>7B</u>	<u>1M</u>	
Grant	<u>Power Equipment Operators</u>	A-frame Truck (2 Or More Drums)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	A-frame Truck (single Drum)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Asphalt Plant Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Assistant Plant Operator, Fireman Or Pugmixer (asphalt)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Assistant Refrigeration Plant & Chiller Operator (over 1000 Ton)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Assistant Refrigeration Plant (under 1000 Ton)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Automatic Subgrader (ditches & Trimmers)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backfillers (cleveland & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoe & Hoe Ram (under 3/4 Yd.)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoe (45,000 Gw & Under)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoe (45,000 Gw To 110,000 Gw)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoe (over 110,000 Gw)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoes & Hoe Ram (3 Yds & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Backhoes & Hoe Ram (3/4 Yd. To 3 Yd.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bagley Or Stationary Scraper	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<u>Power Equipment Operators</u>	Batch & Wet Mix Operator (multiple Units, 2 & Incl. 4)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Batch Plant & Wet Mix Operator, Single Unit (concrete)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Batch Plant (over 4 Units)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Belt Finishing Machine	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Belt Loader (kocal Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Belt-crete Conveyors With Power Pack Or Similar	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bending Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bit Grinders	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Blade (finish & Bluetop), Automatic, Cmi, Abc, Finish Athey & Huber & Similar When Used As Automatic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Blade Operator (motor Patrol & Attachments)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Blower Operator (cement)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Boat Operator	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bob Cat (skid Steer)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bolt Threading Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Boom Cats (side)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Boring Machine (earth)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Boring Machine (Rock Under 8 inch Bit - Quarry Master, Joy Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Bump Cutter (wayne, Saginaw Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cableway Controller (dispatcher)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cableway Operators	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Canal Lining Machine (concrete)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Carrydeck & Boom Truck (under 25 Tons)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cement Hog	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Chipper (without Crane) Cleaning & Doping Machine (pipeline)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Clamshell, Dragline	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Compactor (self-propelled With Blade)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Compressor (2000 Cfm Or Over, 2 Or More, Gas Diesel Or Electric Power)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Compressors (under 2000 Cfm, Gas, Diesel Or Electric Power)	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Concrete Cleaning / Decontamination Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Concrete Pump Boon Truck	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Concrete Pumps (squeeze-crete, Flow-crete, Whitman & Similar)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Concrete Saw (multiple Cut)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<u>Power Equipment Operators</u>	Concrete Slip Form Paver	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Conveyor Aggregate Delivery Systems (c.a.d.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Crane Oiler- Driver (cdl Required) & Cable Tender, Mucking Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cranes (25 Tons & Under), All Attachments Incl. Clamshell, Dragline	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cranes (25 Tons To And Including 45 Tons), All Attachments Incl. Clamshell, Dragline	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cranes (45 Tons To 85 Tons), All Attachments Incl. Clamshell And Dragline	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Cranes (85 Tons & Over) And All Climbing, Overhead, Rail & Tower. All Attachments Incl.	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Crusher Feeder	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Crusher, Grizzle & Screening Plant Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Curb Extruder (asphalt Or Concrete)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Deck Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Deck Hand	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Derricks & Stifflegs (65 Tons & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Derricks & Stifflegs (under 65 Tons)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Distributor Leverman	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Ditch Witch Or Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Dope Pots (power Agitated	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Dozer / Tractor (up To D-6 Or Equivalent) And Traxcavator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Dozer / Tractors (d-6 & Equivalent & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Dozer, 834 R/t & Similar	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Drill Doctor	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Driller Licensed	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Drillers Helper	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Drilling Equipment (8 inch Bit & Over - Robbins, Reverse Circulation & Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Drills (churn, Core, Calyx Or Diamond)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Elevating Belt (holland Type)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Elevating Belt-type Loader (euclid, Barber Green & Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Elevating Grader-type Loader (dumor, Adams Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Elevator Hoisting Materials	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<u>Power Equipment Operators</u>	Equipment Serviceman, Greaser & Oiler	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Fireman & Heater Tender	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Fork Lift Or Lumber Stacker, Hydra-life & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Generator Plant Engineers (diesel Or Electric)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Gin Trucks (pipeline)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Grade Checker	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Gunite Combination Mixer & Compressor	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	H.d. Mechanic	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	H.d. Welder	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Heavy Equipment Robotics Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Helicopter Pilot	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Helper, Mechanic Or Welder, H.D	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hoe Ram	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hoist (2 Or More Drums Or Tower Hoist)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hoist, Single Drum	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hydraulic Platform Trailers (goldhofer, Shaurerly And Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Hydro-seeder, Mulcher, Nozzleman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Lime Batch Tank Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Lime Brain Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loader (360 Degrees Revolving Koehring Scooper Or Similar)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loader Operator (front-end & Overhead, 4 Yds. Incl. 8 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loaders (bucket Elevators And Conveyors)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loaders (overhead & Front-end, Over 8 Yds. To 10 Yds.)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loaders (overhead & Front-end, Under 4 Yds.. R/t)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Loaders (overhead And Front-end, 10 Yds. & Over)	\$42.61	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Locomotive Engineer	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Longitudinal Float	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Master Environmental Maintenance Technician	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Mixer (portable - Concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Mixermobile	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Mobile Crusher Operator (recycle Train)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Mucking Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Multiple Dozer Units With Single	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>

		Blade				
Grant	<u>Power Equipment Operators</u>	Pavement Breaker, Hydra-hammer & Similar	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Paving (dual Drum)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Paving Machine (asphalt And Concrete)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Piledriving Engineers	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Plant Oiler	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Posthole Auger Or Punch	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Power Broom	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Pump (grout Or Jet)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Pumpman	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Quad-track Or Similar Equipment	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Railroad Ballast Regulation Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Railroad Power Tamper Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Railroad Tamper Jack Operator (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Railroad Track Liner Operator (self-propelled)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Refrigeration Plant Engineer (1000 Tons & Over)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Refrigeration Plant Engineer (under 1000 Ton)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rollerman (finishing Asphalt Pavement)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rollers, All Types On Subgrade, Including Seal And Chip Coating (farm Type, Case, John Deere And Similar, or Compacting Vibrator), Except When Pulled B	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Roto Mill (pavement Grinder)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rotomill Groundsman	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rubber-tired Scrapers (multiple Engine With Three Or More Scrapers)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Rubber-tired Skidders (r/t With Or Without Attachments)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Scrapers, All, Rubber-tired	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Screed Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Shovels (3 Yds. & Over)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Shovels (under 3 Yds.)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Signalman (whirleys, Highline, Hammerheads Or Similar)	\$40.96	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Soil Stabilizer (p & H Or Similar)	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Spray Curing Machine (concrete)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Spreader Box (self-propelled)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Spreader Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Steam Cleaner	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>

Grant	<u>Power Equipment Operators</u>	Straddle Buggy (ross & Similar On Construction Job Only)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Surface Heater & Planer Machine	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Tractor (farm Type R/t With Attachments, Except Backhoe)	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Traverse Finish Machine	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Trenching Machines (7 Ft. Depth & Over)	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Trenching Machines (under 7 Ft. Depth Capacity)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Tug Boat Operator	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Tugger Operator	\$40.03	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Turnhead (with Re-screening)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Turnhead Operator	\$40.64	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Ultra High Pressure Waterjet Cutting Tool System Operator, (30,000 Psi)	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Vactor Guzzler, Super Sucker	\$41.24	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Vacuum Blasting Machine Operator	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Vacuum Drill (reverse Circulation Drill Under 8" Bit)	\$40.80	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Welding Machine	\$39.71	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Power Equipment Operators</u>	Whirleys & Hammerheads, All	\$41.51	<u>7B</u>	<u>1M</u>	<u>8D</u>
Grant	<u>Surveyors</u>	All Classifications	\$28.57	<u>Null</u>	<u>1</u>	
Grant	<u>Truck Drivers</u>	Dump Truck	\$26.09		<u>1</u>	
Grant	<u>Truck Drivers</u>	Dump Truck And Trailer	\$26.09		<u>1</u>	
Grant	<u>Truck Drivers</u>	Other Trucks	\$27.84		<u>1</u>	
Grant	<u>Truck Drivers</u>	Transit Mixer	\$10.00		<u>1</u>	

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Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

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Overtime Codes

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

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
  - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
  - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
  - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
  - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
  - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
  - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Overtime Codes Continued**

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

**Overtime Codes Continued**

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
  - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
  - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
  - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
  - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
  - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
  - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
  - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
  - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

**Overtime Codes Continued**

3. D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.

**Overtime Codes Continued**

4. D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

**EXCEPTION:**

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

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

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

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

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

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

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

**Holiday Codes**

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

**Holiday Codes Continued**

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and a Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).

**Holiday Codes Continued**

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

**Holiday Codes Continued**

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- T. Paid Holidays: New Year's Day, the Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

**Note Codes**

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
- Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet
  - Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
  - Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
  - Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet

Benefit Code Key – Effective 3/2/2016 thru 8/30/2016

**Note Codes Continued**

8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:  
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet  
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet  
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet  
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.

INFORMATIONAL COPY ONLY - NOT FOR BIDDING PURPOSES

**Washington State Department of Labor and Industries**  
**Policy Statement**  
**(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's  
Predetermined List for  
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		<b>X</b>
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		<b>X</b>
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		<b>X</b>
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		<b>X</b>
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		<b>X</b>
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		<b>X</b>
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		<b>X</b>

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contract Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vanned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	<b>X</b>	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	<b>X</b>	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	<b>X</b>	
33. Monument Case and Cover See Std. Plan.		<b>X</b>

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	<b>X</b>	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	<b>X</b>	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		<b>X</b>
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	<b>X</b>	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	<b>X</b>	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	<b>X</b>	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		<b>X</b>

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. <b>NOTE:</b> *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	<b>X</b>	<b>X</b>
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		<b>X</b>
44. Guardrail components	<b>X</b>	<b>X</b>
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		<b>X</b>
48. Electrical wiring/components		<b>X</b>
49. treated or untreated timber pile		<b>X</b>
50. Girder pads (elastomeric bearing)	<b>X</b>	
51. Standard Dimension lumber		<b>X</b>
52. Irrigation components		<b>X</b>

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

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

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

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010\(2\)](#) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

## **WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects**

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries. The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

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

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

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

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

**Washington State Department of Labor and Industries**  
**Policy Statements**  
**(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)**

**WAC 296-127-018 Agency filings affecting this section**

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

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

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

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

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

(ii) At multiple points at the project; or

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

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

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

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

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

(f) They assist or participate in the incorporation of any materials into the public works project.

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

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

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

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

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

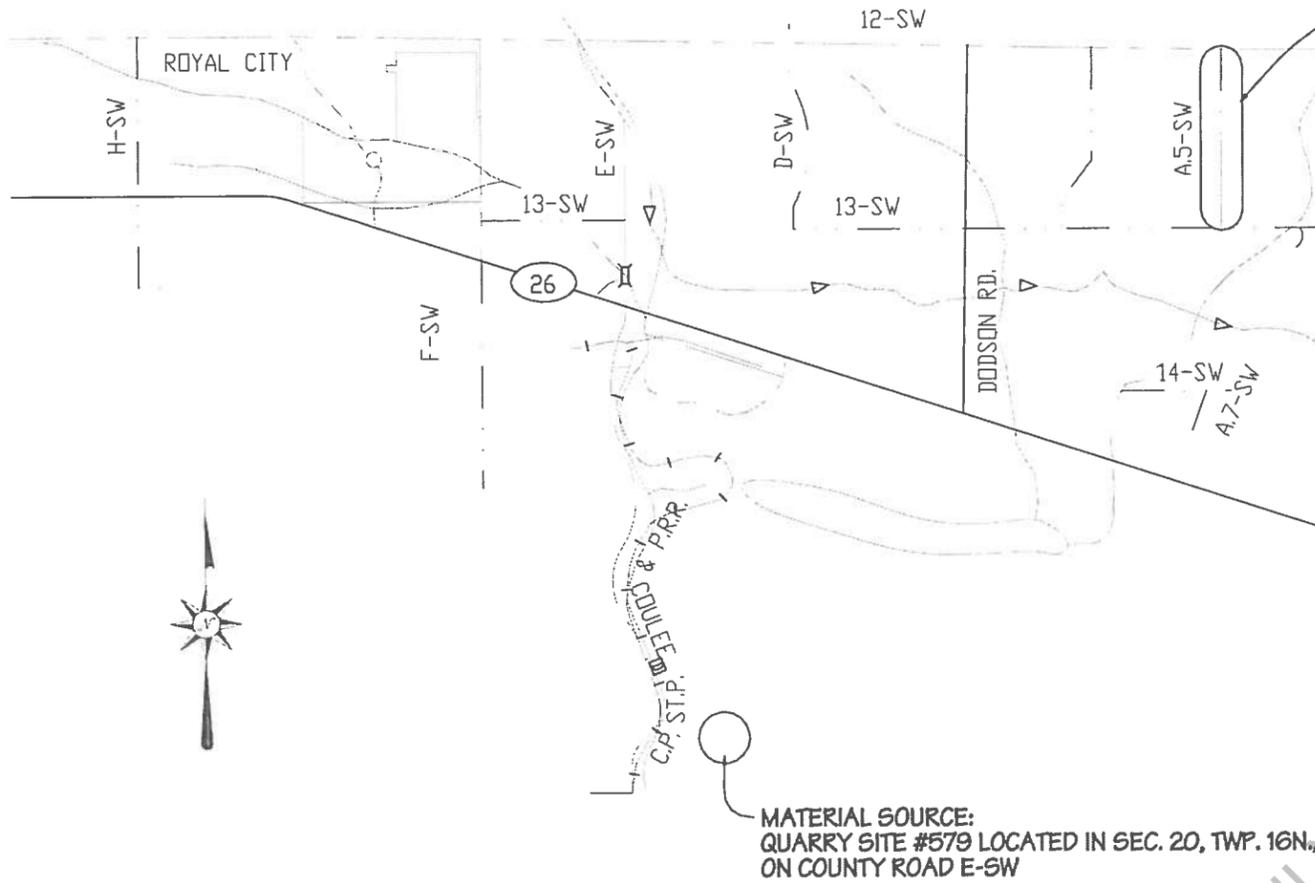
[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

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# A.5 - SW ROAD RECONSTRUCTION

PROJECT SITE



## SHEET

## DESCRIPTION

1	—	INDEX & VICINITY MAP
2	—	SUMMARY OF QUANTITIES
3	—	STRUCTURE NOTES
4 - 7	—	PLAN AND PROFILE
8	—	TYPICAL X-SECTIONS



## LEGEND

- POWER POLE
- TELEPHONE PED.
- FENCE LINE
- CULVERT
- CONTROL POINT
- TREE
- TELEPHONE LINE

**Grant County  
Board Of Commissioners**

**Richard Stevens, District No. 1  
Carolann Swartz, District No. 2  
Cindy Carter, District No. 3 (Chair)**

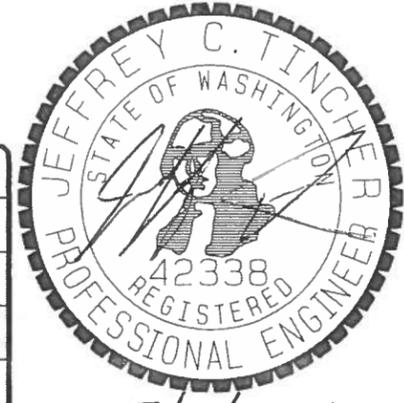
**GRANT COUNTY PUBLIC WORKS DEPARTMENT**  
124 ENTERPRISE ST. SE  
EPHRATA, WASHINGTON 98823  
(509) 754-6082 FAX (509) 754-6087



**A.5 - SW ROAD RECONSTRUCTION  
(12-SW TO 13-SW)**

CRP 15-05

DESIGNED BY:	BOB BERSANTI
CHECKED BY:	JEFF TINCHER
APPROVED BY:	JEFF TINCHER
REVISIONS BY:	
DATE REVISED:	7/5/2016
FEDERAL AID NO.:	



DATE: 7/6/2016

SHEET  
1  
OF  
8

# SUMMARY OF QUANTITIES

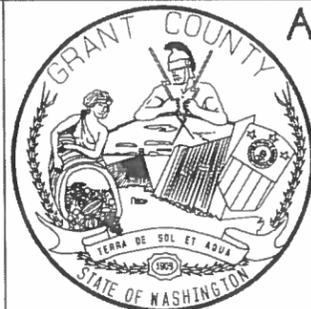
A.5 - SW  
STA. 10+15  
TO  
STA. 67+50

ITEM NO.	TOTAL QUANTITY	UNIT	ITEM DESCRIPTION	A.5 - SW STA. 10+15 TO STA. 67+50			
<b>PREPARATION</b>							
1	1	L.S.	Mobilization	1			
2	1	L.S.	Notification	1			
3	1	L.S.	Clearing & Grubbing	1			
<b>GRADING</b>							
4	3,648	C.Y.	Roadway Excavation Including Haul	3,648			
5	4,761	C.Y.	Embankment Compaction	4,761			
6	3,000	C.Y.	Borrow Excavation Incl. Haul	3,000			
<b>DRAINAGE</b>							
7	20	L.F.	Extend Existing Plain Steel Culver Pipe - 24" Diameter	20			
<b>SURFACING</b>							
8	4,100	TON	Crushed Surfacing Base Course From Stockpile #579	4,100			
9	3,000	TON	Maintenance Rock from Stockpile #579	3,000			
<b>OTHER</b>							
10	1	L.S.	Spill Prevention, Control, and Countermeasure (SPCC) Plan	1			
11	1	L.S.	Trimming and Cleanup	1			
12	2	ACRE	Seeding, Fertilizing and Mulching with Roadside Mix	2			
13	-1.00	Dol.	Minor Change	-1.00			

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NOTE: For Special Features See Special Provisions.

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SHEET
2
OF
8

# STRUCTURE NOTES

NOTE: THE FIRST NUMBER OF THE "CODE" REFERS TO THE PLAN SHEET NUMBER OF THE CONTRACT PLANS. THE SECOND NUMBER REFERS TO THE CONSTRUCTION FEATURE FOUND ON THE PARTICULAR SHEET.

Extend Existing Pl. St. Culvert Pipe 24" Dia.

Crushed Maintenance Rock

## GENERAL NOTES

### Miscellaneous

- BD = Bottom of Ditch
- CP = Catch point
- CROSS = Crossing Pipe
- R = Residential
- F = Farm
- PLAN = Elevation on Plans
- O&M = O&M Road
- C = Commercial

CODE	LOCATION	R/L	ELEV.	MISC.	L.F.	TONS	REMARKS
4-1	STA. 15+00 TO 15+20	L	PLAN	F		2	4
4-2	STA. 19+20 TO 19+40	L	PLAN	F		2	4
4-3	STA. 21+70 TO 21+90	R	PLAN	F		2	4
4-4	STA. 24+00 TO 24+20	L	PLAN	F		2	4
4-5	STA. 24+70 TO 24+90	L	PLAN	F		2	4
5-1	STA. 26+20 TO 26+40	L	PLAN	O&M		2	4
5-2	STA. 26+50 TO 26+80	R	PLAN	O&M		3	4
5-3	STA. 31+90	R/L	PLAN	CROSS	20		25
5-4	STA. 35+90 TO 36+10	R	PLAN	F		2	4
5-5	STA. 36+30 TO 36+50	R	PLAN	O&M		2	4
6-1	STA. 43+10 TO 43+30	R	PLAN	F		2	4
6-2	STA. 45+70 TO 45+90	R	PLAN	F		2	4
6-3	STA. 46+50 TO 46+70	L	PLAN	F		2	4
6-4	STA. 56+20 TO 56+40	L	PLAN	F		2	4
7-1	STA. 59+70 TO 59+90	L	PLAN	F		2	4
7-2	STA. 64+00 TO 64+20	R	PLAN	F		2	4
7-3	STA. 64+20 TO 64+40	L	PLAN	F		2	4
7-4	STA. 66+10 TO 64+10	R	PLAN	F		5	4

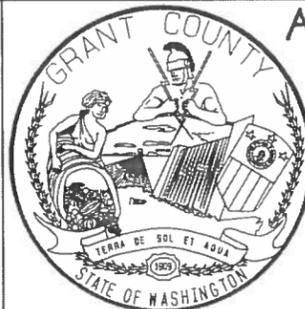
1. Field adjust termini as directed by the engineer.
2. Install 3:1 beveled end sections per standard plans.
3. Remove existing culvert and salvage to the contractor.
4. Quantities for embankment and roadway excavation are included in plan quantities whether shown or not.
5. Extend the culvert by 10' on both sides of the roadway.

NOTE: For Special Features See Special Provisions.

Page Total

20 38

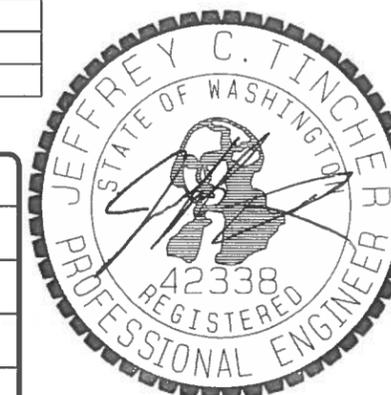
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A.5 - SW ROAD RECONSTRUCTION  
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CRP 15-05

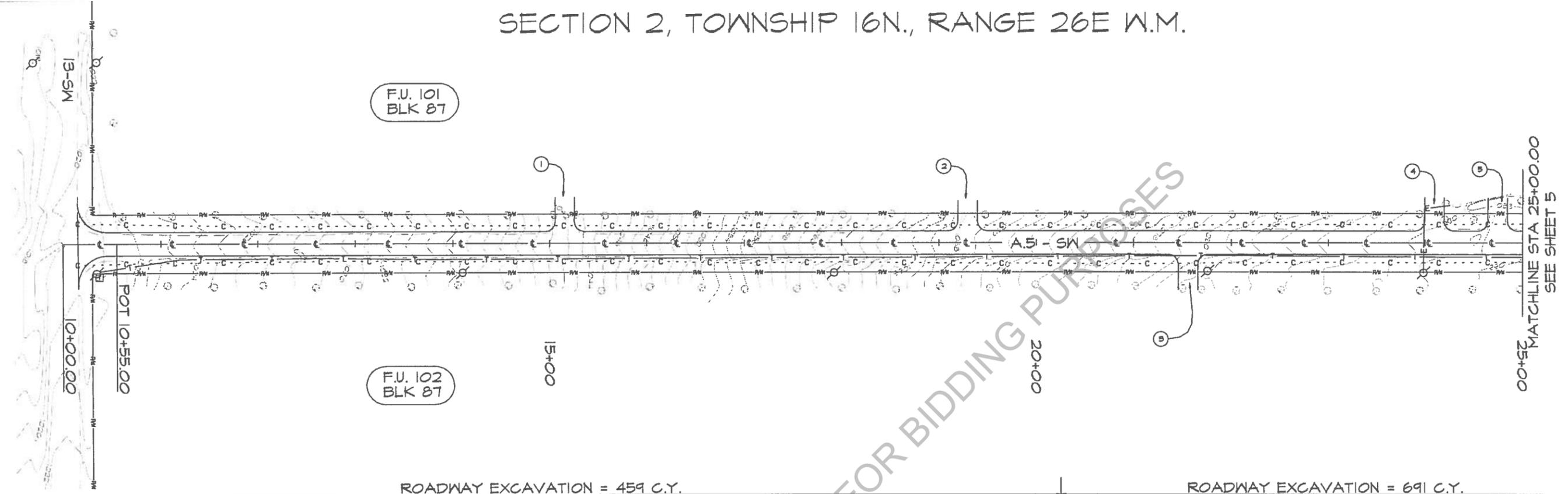
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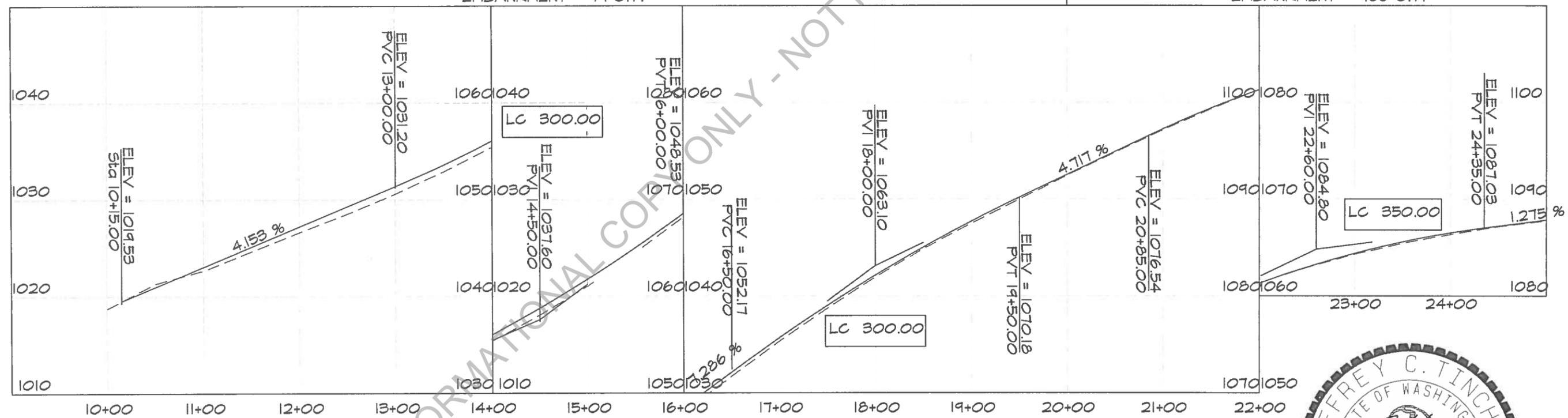
SHEET  
3  
OF  
8

SECTION 2, TOWNSHIP 16N., RANGE 26E W.M.

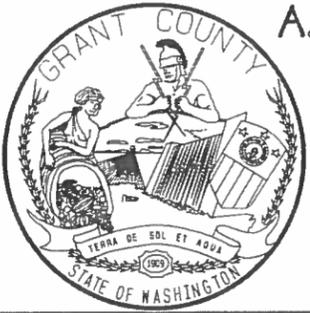


ROADWAY EXCAVATION = 459 C.Y.  
EMBANKMENT = 79 C.Y.

ROADWAY EXCAVATION = 691 C.Y.  
EMBANKMENT = 466 C.Y.



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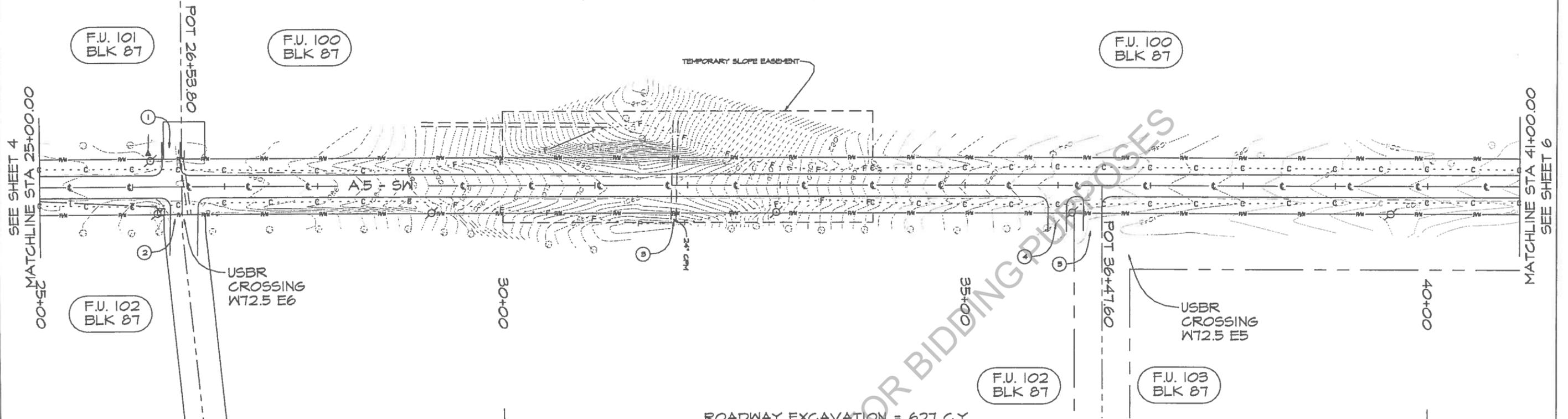


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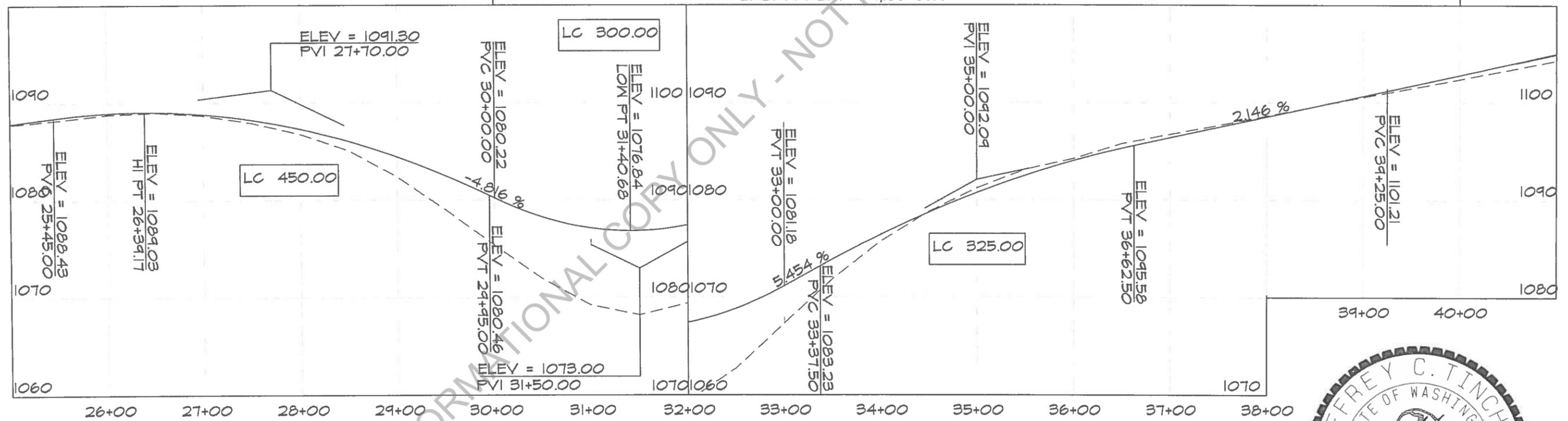
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CRP 15-05

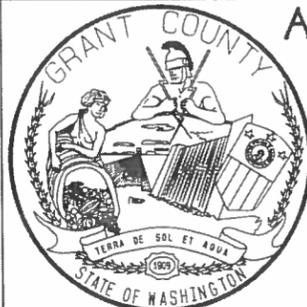
SECTION 2, TOWNSHIP 16N., RANGE 26E W.M.



ROADWAY EXCAVATION = 627 C.Y.  
EMBANKMENT = 4,168 C.Y.



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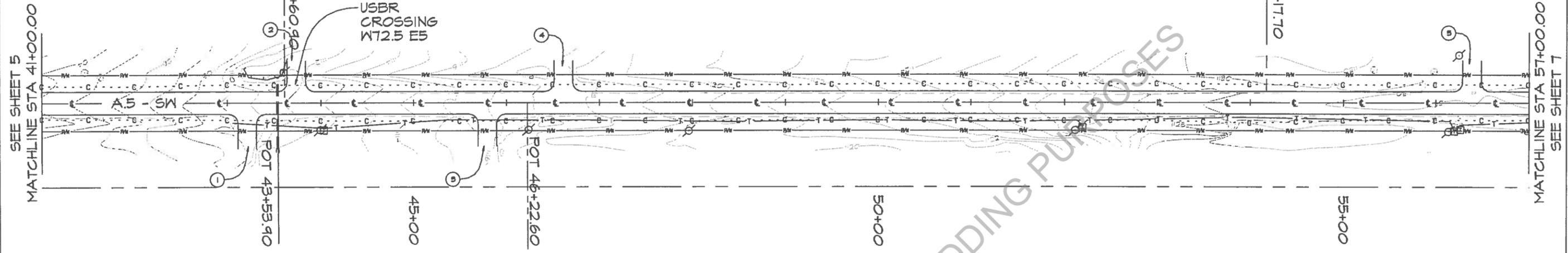
F.U. 100  
BLK 87

F.U. 99  
BLK 87

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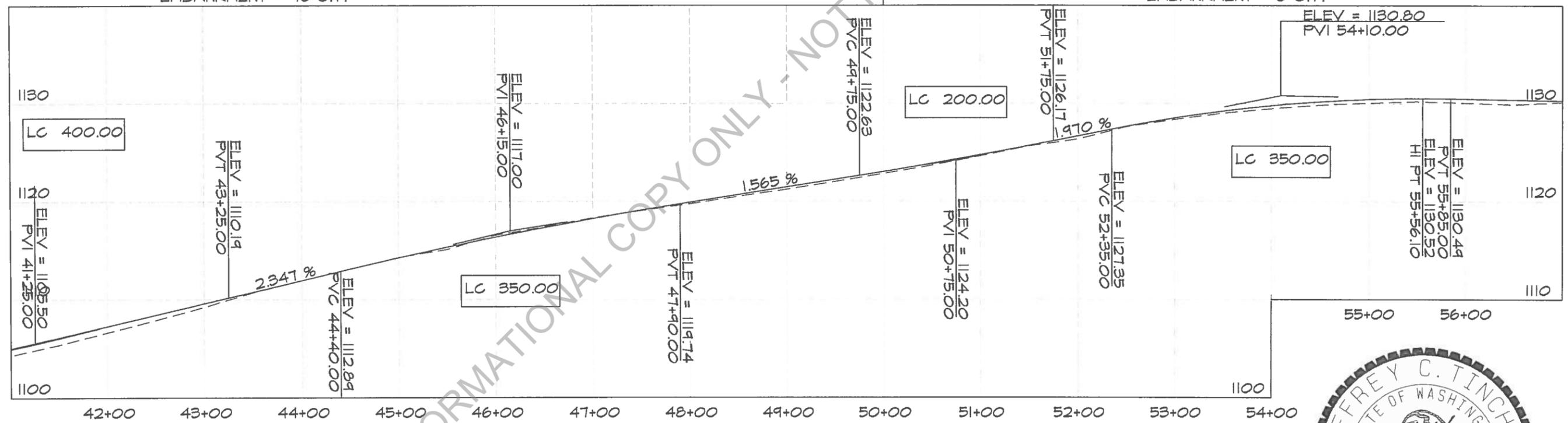
NO VIBRATORY ROLLERS  
WITHIN 50' EITHER SIDE  
OF USBR CROSSING.

USBR  
CROSSING  
W72.5 E5



ROADWAY EXCAVATION = 678 C.Y.  
EMBANKMENT = 46 C.Y.

ROADWAY EXCAVATION = 692 C.Y.  
EMBANKMENT = 0 C.Y.



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CRP 15-05

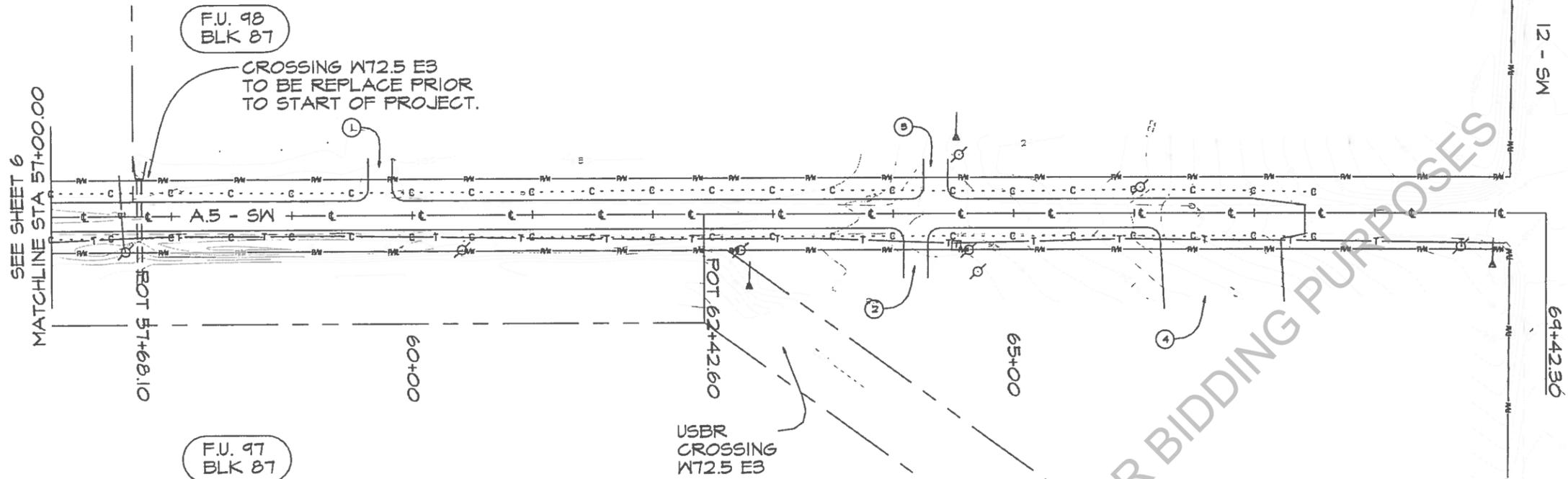
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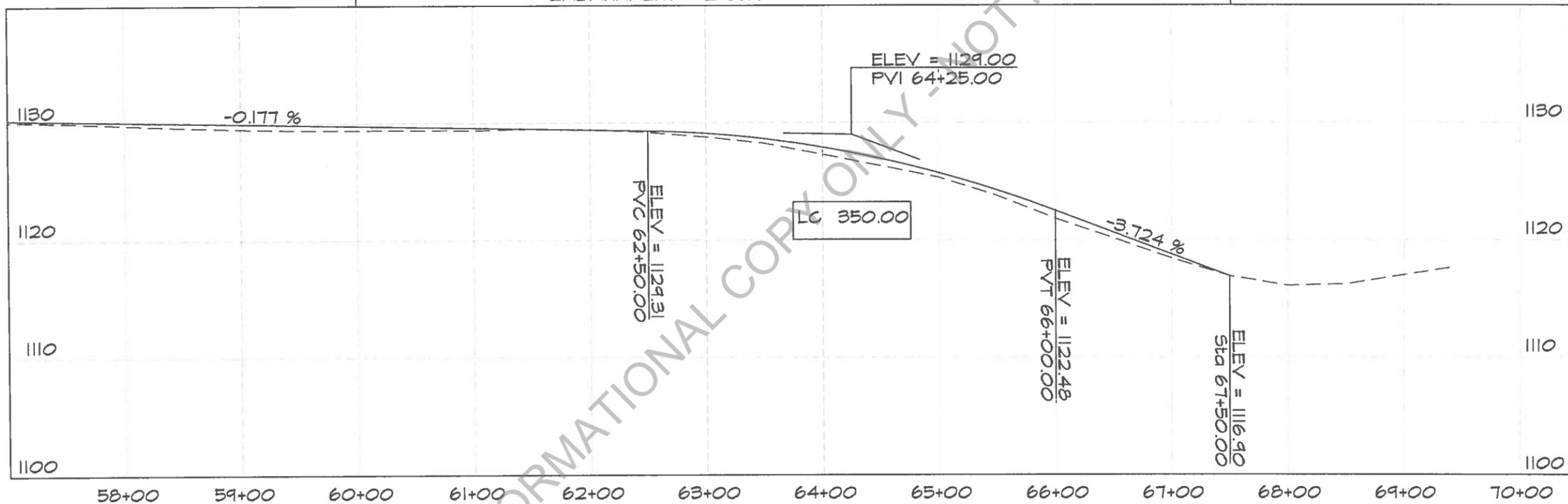
DATE: 7/6/2016

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SECTION 2, TOWNSHIP 16N., RANGE 26E W.M.



ROADWAY EXCAVATION = 501 C.Y.  
EMBANKMENT = 2 C.Y.



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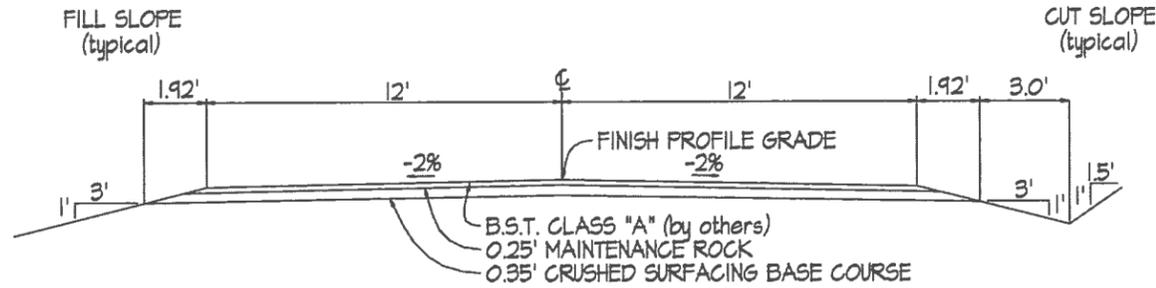
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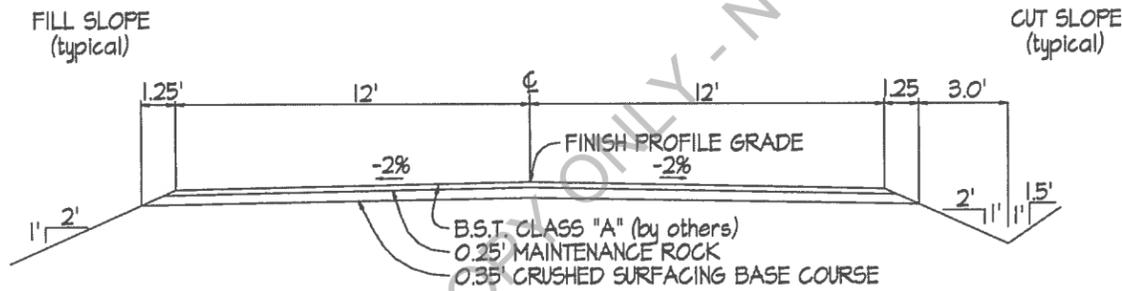
SHEET  
7  
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8

### TYPICAL ROADWAY SECTION "A"



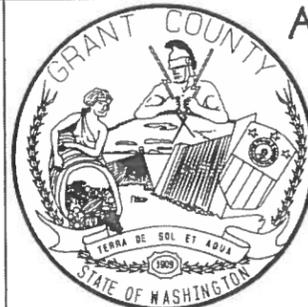
STA. 10+15 TO STA. 26+00  
 TRANSITION ROADWAY SECTION "A" STA. 26+00 TO ROADWAY SECTION "B" STA. 27+00  
 STA. 34+00 TO STA. 67+50

### TYPICAL ROADWAY SECTION "B"



STA. 27+00 TO STA. 33+00  
 TRANSITION ROADWAY SECTION "B" STA. 33+00 TO ROADWAY SECTION "A" STA. 34+00

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SHEET  
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